

# Product Disclosure Statement



**Essentials**

by AAI

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# Introduction

## Welcome to Essentials by AAI

Thank you for choosing Essentials by AAI to provide you with insurance cover for your contents and/or car. If you need anything in relation to your insurance, or if you need to make a claim, please contact us on 1800 429 598.

### Our goal

Our goal is for you to be confident in the knowledge that we are here to assist you when you need us to and to provide you with peace of mind. We want you to be satisfied in all your dealings with us.

Essentials by AAI is committed to:

- providing easily accessible insurance;
- listening carefully to what you tell us;
- providing you with low cost, flexible cover so you can choose the type and level of cover depending on your needs;
- communicating with you professionally and in plain language; **and**
- resolving any complaints or concerns you have with us in a timely manner.

## Why is this document important?

This Product Disclosure Statement (PDS) is an important legal document that contains details of Essentials by AAI if you purchase this product from us. It also explains in the 'Important information about us' statement (see page 8), certain information about the financial services we offer, how we are remunerated and what relationships we have with others, to help you decide if you would like to use the services we offer. This PDS also explains how we will deal with your complaint if you ever have a concern in your dealings with us.

Before you decide to buy this product from us, please read this PDS carefully. If you purchase this product, your policy comprises of this PDS and your certificate of insurance which shows the details particular to you, including whether you have taken out either contents or car insurance (or both), and the level of cover.

The information in this PDS is current at the date of preparation. We may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by contacting us on 1800 429 598 or at [www.essentialsbyaai.com.au](http://www.essentialsbyaai.com.au). We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a Supplementary Product Disclosure Statement (SPDS) or replacement PDS.

## Additional Information Guide

Throughout this PDS you will be referred to a guide called the Additional Information Guide. This guide will provide you with further information about premiums, excesses and claims payment examples and is available at [www.essentialsbyaai.com.au](http://www.essentialsbyaai.com.au). You can also obtain a copy of this guide on request, at no charge, if you contact us.

## Communicating with you

We may send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication (e.g. SMS). We will obtain your express or inferred consent to do so. Each electronic communication will be deemed to be received by you at the time it leaves our information system.

## Cooling off period

You can contact us to return the policy within **21** days from the start date of your policy (including on renewal).

This is called the cooling off period. As long as you have not made a claim during this period, we will refund in full the money you paid for your policy (including GST if applicable), but you will not have any cover under the policy.

Alternatively, you can cancel your policy at any time while you are insured. When you do this, unless we tell you otherwise, you will have cover up until the date and time of cancellation. For more information see 'Cancellation by you' on page 84.

## Extra Support

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation or cultural background. If you are comfortable, you can tell us about your situation and we will work with you to arrange support.

## Joint policyholders

When you insure your items in the names of more than one person, and all of those people are named insureds on your certificate of insurance, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy.

The reasons for this is that these joint policyholders each have an interest or ownership in the items.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before you purchase this policy and during the period of insurance), as a statement, act, omission, request or direction by all policyholders. A policyholder means a named insured on your certificate of insurance.

There are, however, some exceptions to this. During the period of insurance, we might ask all joint policyholders before we action a request or direction in relation to your policy (e.g. before we cancel your policy, reduce your cover or remove another policyholder). This way we can help protect the interests of all policyholders.

## Conduct of others

When we consider a claim under this policy, we will have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy. In doing this, we may meet the claim when we are not legally required to do so. If we do, we will limit the claim in relation to the person claiming to an amount which is fair in the circumstances. However, this does not apply if we are relying on the below exclusion to reduce or refuse a claim under your policy:

- Alcohol, drugs, medication (see page 57).

## Words in your policy

Some words when used in this PDS have special meanings. See the words we have given a special meaning to in the 'What do we mean by that?' section on pages 85 to 92.

# Important information about us

This important information about us statement was completed on 8 December 2020.

## Who are we?

The organisation, employee or volunteer (your provider) who told you about this product is a representative of AAI Limited (AAI).

## Who do we act for?

Your provider is acting as an agent for AAI in all matters concerning this insurance. The contact details for AAI are on the back cover. AAI has authorised this 'Important information about us' statement.

AAI has prepared this PDS and is the insurer of the policies referred to under 'What financial services do we offer?' that may be arranged by your provider.

## What financial services do we offer?

Your provider is authorised by, and acts on behalf of AAI to arrange, 'Essentials by AAI' policies issued by AAI. If any general or personal financial product advice is provided to you in relation to this product, then AAI is responsible for that advice.

## How are we paid for providing the financial services?

Your provider does not receive any commissions or benefits from AAI for the insurance policies it arranges or any advice it may provide.

## How we deal with a complaint

AAI provides a complaint resolution process. For full details see page 93.



# About your premium

The premium is the amount you pay us for this insurance and it includes stamp duty, GST, other government charges and any fire or emergency services levy (FSL/ESL) that applies. The total amount payable will be shown on your certificate of insurance or, if you pay by instalments, the amount due each fortnight or month will be shown on your certificate of insurance as 'instalment amount'.



**Refer to the Additional Information Guide for further information**

# Paying your premium

You must pay the premium by the due date to get this insurance cover. We will tell you how much to pay and when payment is due on your certificate of insurance.

If we agree, you can pay your premium by the following instalment options:

- fortnightly as an agreed deduction from your Centrelink payment via Centrepay (<http://www.humanservices.gov.au/customer/services/centrelink/centrepay>); or
- fortnightly or monthly directly from a nominated bank account or credit card.

If you ask to pay the premium by deduction from your Centrelink payment via Centrepay or by automatically debiting your account or card, we will automatically continue doing so on renewal so that your policy can renew. You can contact us to stop this.

If you make changes to your policy details, it may affect the premium you need to pay for the remaining period of insurance.

## Late annual renewal payments

If you do not pay the premium due on renewal by the due date, you have no cover from the due date.

## Late instalments

If you pay your premium by instalments and an instalment is overdue we will let you know, and we can cancel your policy:

- by giving you at least **14** days advance notice; or
- without advance notice, once an instalment is **1** month (or more) overdue.

# Your responsibilities

## You must:

- take steps to prevent theft, loss, damage or legal liability (e.g. ensuring there are working smoke detectors in the building or unit);
- follow all of the terms and responsibilities set out in your policy;
- provide honest and complete information for any claim, statement or document supplied to us;
- do not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with us and our service providers.

## Not meeting your responsibilities

Your policy may not provide cover if you have not met your responsibilities and it may lead us to reduce or refuse to pay your claim and/or cancel your policy.

# When you need to contact us

## You must contact us:

During the period of insurance you must tell us as soon as possible if:

- any details on your certificate of insurance are no longer accurate, such as the insured address where your contents and/or car are kept;
- trespassers (squatters) occupy the insured address;
- any part of the insured address is used by a tenant, paying guest or boarder;
- you have chosen car insurance and:
  - the listed drivers of your car change;
  - there are any changes to the physical condition of your car (e.g. hail/ice/rain damage);
  - you plan to, or have, added accessories or modifications to your car (see page 52);
  - you no longer plan to use your car for private use only (see 'Private use' on page 90).

If you have not told us about any of the above matters having occurred in any other period of insurance you held this policy with us, you must also tell us as soon as possible.

## What we will do when you contact us

When you tell us about any of the above matters, an additional premium or special condition may be applied to your policy. In some cases, it may lead us to reduce or refuse to pay a claim or it may mean we can no longer insure you and we will cancel your policy.

## If you do not contact us

If you do not contact us when you need to you may not be covered under policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

## How to contact us

Call us on 1800 429 598.

## If your contact details change

You must keep your contact details, including your Australian mobile number, postal address and email address up to date. If we do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place.

## When changing address









When you are permanently changing your residential address within Australia you need to contact us within **14** days to advise of this change if you want cover to continue.

We will cover your insured contents items for loss or damage caused by an insured event (for details see pages 21 to 30) during the period of insurance at both your insured address and your new address for up to **14** days from when any of your insured contents items first arrive at the new address. The most we will pay for your insured contents items in both locations is the contents sum insured for the level of cover you have selected.

Once your insured contents items have been at the new address for **14** days all cover under this policy ends unless you have contacted us to change the insured address, we have agreed to continue cover and you have paid us any extra premium we ask for.

# Choosing your cover

Essentials by AAI contains two cover types and each cover type offers two levels of cover you can choose from. The cover type and level/s of cover that applies to your policy will be shown on your certificate of insurance.

Cover type	Level of cover	
Contents insurance	 <b>CONTENTSCOVER</b>  Up to <b>\$10,000</b>	 <b>CONTENTSPPLUS</b>  Up to <b>\$20,000</b>
Car insurance	 <b>CARCOVER</b>  Up to <b>\$3,000</b>	 <b>CARPLUS</b>  Up to <b>\$5,000</b>

## CONTENTSCOVER

ContentsCover provides cover for loss or damage to insured contents items caused by a range of insured events, including flood, and comes with some additional features.

## CONTENTSPPLUS

ContentsPlus provides the same cover as ContentsCover but comes with a higher sum insured.

## CARCOVER

CarCover provides limited cover for your car of up to **\$3,000** for any one incident for loss or damage covered under your policy and comes with some additional features.

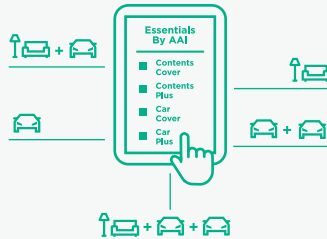
## CARPLUS

CarPlus provides the same cover as CarCover but has a higher limit of up to **\$5,000** for any one incident for loss or damage covered under your policy.

### Choose individual cover or build your own

It's up to you how your policy looks based on the cover type and levels of cover you choose. You can have a maximum of one contents cover and up to two car covers per policy. Here are some examples of how you can build your cover to best suit your needs.

### Build cover that's right for you!



## Sum insured

The sum insured is the most you can claim for your insured items in any one incident.

The contents sum insured for all insured contents items will be up to **\$10,000** if you have chosen ContentsCover or up to **\$20,000** if you have chosen ContentsPlus. The level of cover you have chosen and the sum insured for the level of cover you have chosen will be shown on your certificate of insurance.

The car/s sum insured will be up to **\$3,000** if you have chosen CarCover or up to **\$5,000** if you have chosen CarPlus. The level of cover you have chosen and the sum insured for the level of cover you have chosen will be shown on your certificate of insurance.

In addition to the sum insured you may be able to claim on the additional features offered by this policy (see pages 31 to 35 for details).

## Warning – if your car is underinsured you may be out of pocket

This policy provides limited cover for your car – up to a maximum of **\$3,000** or **\$5,000** depending on the level of cover you choose. If the market value of your car is higher than **\$3,000** if you have chosen CarCover (or higher than **\$5,000** if you have chosen CarPlus) and it is a total loss following an incident, then you may suffer a financial loss.

For example, the market value of your car is **\$6,000** and you take out CarPlus cover. If you have an accident and your car is a total loss, then the most we would pay is **\$5,000** less any deductions that may apply (see 'If your car is a total loss' on page 80 for details). In this example, you could be out of pocket by **\$1,000** or more.

See page 81 for how we deal with the car's salvage value.

## GST

Limits and the most we pay amounts stated in the PDS and on your certificate of insurance include GST.



# About your contents insurance cover

## Who we cover – You/Your

You/Your refers to the person or persons named as the insured on your certificate of insurance and members of your family who normally live with you at the insured address.

Family means:

- your spouse, partner or de facto;
- your parents (including your legal guardian), parents-in-law, grandparents;
- your children, grandchildren, brothers and sisters, including their respective spouse, partner or de facto;
- the children, parents, parents-in-law, grandparents, grandchildren, brothers and sisters of your spouse, partner or de facto; and
- people who provide care or services to you.

## Where we cover

### The insured address

If you have chosen either ContentsCover or ContentsPlus we cover your insured contents items at the insured address. The insured address is the address/location shown on your certificate of insurance. It also includes all land adjoining the insured address that you have a legal right to occupy. The insured address does not include common/communal property.



## Away from the insured address

If you have chosen either ContentsCover or ContentsPlus and you temporarily remove the insured contents items from the insured address to another residence in Australia in which you are temporarily residing, your insured contents items are covered for loss or damage caused by an insured event at the new location.

The longest period that we will cover insured contents items temporarily removed from the insured address is **90** consecutive days.

There is no cover for:







- insured contents items whilst in transit;
- theft of insured contents items without forced entry into the temporary residence;
- insured contents items while they are in a motorised vehicle, caravan, camper trailer, slide on camper, mobile home, trailer or horse float.











# What we cover as insured contents items







The table on pages 18 to 20 shows the contents items that you own or are responsible for that we will cover and the maximum amount we will pay for those items for each incident under each level of cover for loss or damage covered under your policy. The insured contents items are grouped into item types and a limit applies to each item type. You can claim for any combination of the contents items listed in the table on pages 18 to 20 but we will only pay up to the contents sum insured in total for the level of cover you have chosen in any one incident.

**Note:** There is no cover provided under this policy for contents items that are not listed in the table on pages 18 to 20.

Item type	Insured items	Limits – the most we will pay for each item type	
		 CONTENTSCOVER	 CONTENTSPPLUS
<b>White goods</b>	<ul style="list-style-type: none"> <li>• Fridge</li> <li>• Freezer</li> <li>• Washing machine</li> <li>• Clothes dryer</li> <li>• Air conditioner</li> <li>• Vacuum cleaner</li> </ul>	 <b>\$3,000</b> in total per incident	 <b>\$6,000</b> in total per incident
<b>Electrical kitchen appliances</b>	Items such as : <ul style="list-style-type: none"> <li>• Microwave</li> <li>• Toaster</li> <li>• Kettle</li> <li>• Portable hotplate</li> <li>• Electrical cooking appliances</li> <li>• Blender</li> </ul>	 <b>\$800</b> in total per incident	 <b>\$1,000</b> in total per incident

Item type	Insured items	Limits – the most we will pay for each item type	
		 CONTENTSCOVER	 CONTENTSPUS
<b>Home entertainment</b>	<ul style="list-style-type: none"> <li>• Television</li> <li>• Audio and video entertainment devices</li> <li>• Digital media players</li> <li>• Music system</li> <li>• Radio</li> <li>• Wireless audio</li> </ul>	 <b>\$1,000</b> in total per incident	 <b>\$2,000</b> in total per incident
<b>Electronics</b>	<ul style="list-style-type: none"> <li>• Laptop or desktop computer</li> <li>• Tablet</li> <li>• Phone</li> <li>• Printer</li> <li>• Game console</li> <li>• Camera</li> </ul>	 <b>\$2,000</b> in total per incident	 <b>\$4,000</b> in total per incident
<b>Furniture</b>	Items such as: <ul style="list-style-type: none"> <li>• Bedroom furniture</li> <li>• Dining room furniture</li> <li>• Lounge room furniture</li> </ul>	 <b>\$2,500</b> in total per incident	 <b>\$5,600</b> in total per incident



Item type	Insured items	Limits - the most we will pay for each item type	
		 CONTENTSCOVER	 CONTENTSPUS
<b>Medical aids and equipment</b>	<ul style="list-style-type: none"><li>• Hearing aids</li><li>• Non motorised wheelchair</li><li>• Prescription glasses</li><li>• Walking frame</li><li>• CPAP machine</li><li>• Sphygmomanometer</li><li>• Diabetic monitoring device</li><li>• Tens machine</li><li>• Commode</li></ul>	 <b>\$500</b> in total per incident	 <b>\$1,000</b> in total per incident
<b>Bicycles</b>	<ul style="list-style-type: none"><li>• Bicycle</li></ul>	 <b>\$200</b> in total per incident	 <b>\$400</b> in total per incident

# What your contents are covered for – insured events

We cover your insured contents items for loss or damage at the insured address caused by an insured event during the period of insurance. There are some things we do not cover and these are shown in the ‘We do not cover’ section of the following tables on pages 21 to 30 and in the ‘What we do not cover – contents insurance’ section on pages 40 to 50.

## Flood

We cover	We do not cover
<p>Loss or damage to your insured contents items caused by flood (see page 88 for what we mean by ‘flood’).</p>	<ul style="list-style-type: none"> <li>• loss or damage caused by actions or movements of the sea or storm surge;</li> <li>• loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, <b>but we will cover</b> loss or damage to your insured contents items caused by a landslide or subsidence proved to have occurred within <b>72</b> hours of, and directly because of, flood;</li> <li>• the cost of cleaning your undamaged insured contents items.</li> </ul>



## Storm

We cover	We do not cover
Loss or damage to your insured contents items caused by storm.	<ul style="list-style-type: none"><li>• loss or damage to your insured contents items caused by actions or movements of the sea or storm surge;</li><li>• loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, <b>but we will cover</b> loss or damage to your insured contents items caused by a landslide or subsidence proved to have occurred within <b>72</b> hours of, and directly because of, a storm;</li><li>• the cost of cleaning your undamaged insured contents items.</li></ul>

## Storm surge

We cover	We do not cover
Loss or damage caused by storm surge that happens at the same time as other insured damage caused by storm.	<ul style="list-style-type: none"><li>• loss or damage caused by actions or movements of the sea;</li><li>• loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, <b>but we will cover</b> loss or damage caused by a landslide or subsidence proved to have occurred within <b>72</b> hours of, and directly because of, storm surge that happens at the same time as storm damage and not because of erosion, structural fault or design fault;</li><li>• the cost of cleaning your undamaged insured contents.</li></ul>

## Lightning

We cover	We do not cover
<p>Loss or damage to your insured contents items caused by lightning, including power surge caused by lightning.</p>	<ul style="list-style-type: none"> <li>any claim where the Australian Government Bureau of Meteorology has no record of lightning in your area at the time of the loss or damage;</li> <li>loss or damage without written confirmation from a qualified repairer (e.g. electronics repairer) saying lightning was the actual cause of the loss or damage;</li> <li>loss or damage caused by power failures or surges by your power provider.</li> </ul>

## Fire (including bushfire)

We cover	We do not cover
<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>fire (including bushfire); and</li> <li>heat, ash, soot and smoke that is the direct result of a fire within <b>100</b> metres of the insured address.</li> </ul>	<p>Loss or damage arising from:</p> <ul style="list-style-type: none"> <li>arcing, scorching, melting or cigarette burns unless a fire spreads from the initial burn spot (e.g. cigarette burns to carpet where no fire has spread);</li> <li>pollution or vapour from a home heater or a cooking appliance unless a fire spreads from the initial source;</li> <li>gradual exposure to fire, heat, ash, soot and smoke due to recurring incidents of fire or bushfire over a period of time.</li> </ul>



## Earthquake and Tsunami

We cover	We do not cover
Loss or damage to your insured contents items caused by an earthquake or tsunami.	<ul style="list-style-type: none"><li>• loss or damage caused by actions or movements of the sea or storm surge; <b>Note:</b> 'Tsunami' is not an action or movement of the sea, see page 85.</li><li>• loss or damage that occurs more than <b>72</b> hours after an earthquake or tsunami;</li><li>• loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, <b>but we will cover</b> loss or damage to your insured contents items caused by a landslide or subsidence proved to have occurred within <b>72</b> hours of, and directly because of, an earthquake.</li></ul>



## Theft or Burglary

We cover	We do not cover
<p>Loss or damage to your insured contents items caused by thieves or burglars.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"><li>• caused by you or someone who lives at the insured address;</li><li>• caused by someone who entered the insured address with:<ul style="list-style-type: none"><li>- your consent;</li><li>- the consent of someone who had your authority to allow them access to the insured address;</li></ul></li><li>• caused by someone entering your insured address from common property, shared clothes line areas, shared garages, shared storage areas or a shared car parking lot at the insured address without signs of forced entry, but we will cover theft without forced entry from a fully enclosed car garage which is restricted for your use only.</li></ul>



## Escape of liquid

We cover	We do not cover
<p>Loss or damage caused by liquid leaking, overflowing or bursting from any of the following:</p> <ul style="list-style-type: none"><li>• refrigerators, freezers, dishwashers and washing machines;</li><li>• any drain, fixed pipes, drainage and sewage systems (not forming part of a shower cubicle wall, floor or base);</li><li>• fixed tanks;</li><li>• swimming pools or spas;</li><li>• waterbeds;</li><li>• baths, sinks, toilets and basins (but not showers);</li><li>• fixed heating or cooling system;</li><li>• water main, fire hydrant or water supply pipe;</li><li>• tap spindles;</li><li>• an aquarium.</li></ul>	<ul style="list-style-type: none"><li>• the cost of repairing or replacing the item from which the liquid escaped e.g. a cracked pipe or leaking tap;</li><li>• loss or damage caused by flood or storm surge;</li><li>• wear, tear and gradual deterioration, or loss or damage by the gradual process of liquid leaking, splashing, dripping or overflowing;</li><li>• the cost of locating the source of the escaped liquid;</li><li>• leaks from agricultural or overflow pipes;</li><li>• loss or damage caused by liquid from a portable container, such as pot plant, vase, terrarium, fishbowl (but not an aquarium), beverage container, saucepan, bucket or watering can;</li><li>• loss or damage caused by liquid from a watering system or hose;</li><li>• loss or damage caused by, a leaking shower floor, leaking shower base, leaking shower cubicle walls, leaking shower glass screening or doors, leaking open shower floor areas or other wet areas;</li><li>• loss or damage caused by wear, tear and gradual deterioration, rust, fading, rising damp, mould, mildew, corrosion, rot.</li></ul>

## Impact

We cover	We do not cover
<p>Loss or damage to your insured contents items caused by impact (or by power surge caused by impact) at the insured address from:</p> <ul style="list-style-type: none"> <li>• a falling tree or part of a falling tree including the roots;</li> <li>• power poles;</li> <li>• TV antennas or satellite dishes, communication aerials or masts;</li> <li>• drones (see ‘What do we mean by that?’ on page 88);</li> <li>• watercraft, aircraft, motor vehicles or trailers;</li> <li>• an object falling from a motor vehicle or aircraft;</li> <li>• space debris or meteorites.</li> </ul>	<ul style="list-style-type: none"> <li>• loss or damage caused by flood or storm surge;</li> <li>• the cost of removing or lopping trees or branches that have not damaged your insured contents items;</li> <li>• loss or damage caused by trees being lopped, felled or transplanted by you or someone authorised by you;</li> <li>• the removal of tree stumps or roots still in the ground.</li> </ul>

## Damage by an animal

We cover	We do not cover
<p>Loss or damage to your insured contents items caused by an animal that becomes accidentally trapped inside the building or unit.</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• any animal owned by you or that you are responsible for;</li> <li>• any animal allowed onto the insured address by you or anyone living or staying at the insured address;</li> <li>• insects, vermin or rodents but we will cover damage they cause if it is covered under ‘Fire (including bushfire)’ on page 23 or ‘Escape of liquid’ page 26.</li> </ul>



## Explosion

We cover	We do not cover
Loss or damage to your insured contents items caused by an explosion.	<ul style="list-style-type: none"><li>• the cost of repairing or replacing the item or container that exploded;</li><li>• loss or damage caused by nuclear or biological devices;</li><li>• loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, <b>but we will cover</b> loss or damage to your insured contents items caused by a landslide or subsidence proved to have occurred within <b>72</b> hours of, and directly because of, an explosion and not because of erosion, structural fault or design fault.</li></ul>

## Riot, civil commotion or public disturbance

We cover	We do not cover
Loss or damage to your insured contents items caused by riot, civil commotion or public disturbance e.g. damage caused by a violent crowd moving down your street.	<ul style="list-style-type: none"><li>• loss or damage caused by you or someone who lives at the insured address;</li><li>• loss or damage caused by someone who entered the insured address:<ul style="list-style-type: none"><li>- with your consent;</li><li>- with the consent of someone who had your authority to allow them access to the insured address;</li></ul></li><li>• loss or damage caused by nuclear or biological devices.</li></ul>

## Malicious acts and vandalism

We cover	We do not cover
<p>Loss or damage to your insured contents items caused by malicious acts or vandalism.</p>	<ul style="list-style-type: none"> <li>• loss or damage caused by you or someone who lives at the insured address;</li> <li>• loss or damage caused by someone who entered the insured address:                             <ul style="list-style-type: none"> <li>- with your consent;</li> <li>- with the consent of someone who had your authority to allow them access to the insured address.</li> </ul> </li> </ul>

## Motor burnout

We cover	We do not cover
<p>The burning out or fusing of electric motors in an insured contents item that happens in the period of insurance.</p> <p>Cover includes the cost to repair or replace:</p> <ul style="list-style-type: none"> <li>• the electric motor or compressor containing the motor;</li> <li>• an entire sealed unit, filter, dryer and re- gassing if the electric motor is inside a sealed refrigeration or air conditioning unit.</li> </ul> <p>We will engage a member of our supplier network to review your quote and/or inspect the motor to determine if it can be repaired or replaced.</p>	<ul style="list-style-type: none"> <li>• any amount you can recover under a manufacturer’s guarantee or warranty;</li> <li>• loss or damage to motors forming part of equipment used in conjunction with your trade, business activity or occupation;</li> <li>• loss or damage to a refrigerator or freezer caused by spoiled food.</li> </ul>

Continued on next page.



## Motor burnout (cont'd)

We cover	We do not cover
<p><b>Repairing your motor</b></p> <p>We will engage a repairer within our repairer network who is able to complete the repairs to your motor to provide a quote. If the quoted cost to repair the electric motor or motor in an appliance is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair, we will pay you the quoted cost.</p> <p><b>Replacing your motor</b></p> <p>If the quoted cost to repair the electric motor or motor in an appliance is more than the cost of replacement or the motor cannot be repaired, you have the option for a replacement of an equivalent motor or motor in a sealed unit of the same specification and standard available at the time of the loss and damage.</p> <p>If you do not accept the offer, you will be paid the value of our replacement motor. This may be less than what it would cost you to arrange the replacement in the market as we are able to secure supplier discounts from within our content supplier network.</p> <p><b>Replacing the whole appliance</b></p> <p>We will only pay to replace the whole appliance when a member of our supplier network determines that the cost to repair or replace the motor is more than the cost to replace the whole appliance. For how we settle, see 'How we settle contents claims' on page 74.</p>	<p><i>This has been left intentionally blank.</i></p>



**Refer to the Additional Information Guide for further information**

## Additional features

If we accept your claim for loss or damage to your insured contents items due to an insured event, we will also provide the following additional features. For 'Food and medication spoilage' (see page 33) you can make a claim even when you have not made a claim for loss or damage to your insured contents items. The additional features and their limits are paid in addition to the contents sum insured for your insured contents items unless stated otherwise.

In some circumstances, we may decide to make an additional feature available to you before we accept your claim. If we do this, it does not mean that your claim has or will be accepted.

There are some things we do not cover under these additional features and these are shown in the 'We do not cover' section of the following tables on pages 32 to 35 and in the 'What we do not cover - contents insurance' section on pages 40 to 50.



## Accidental breakage of glass

We cover	We do not cover
<p>Accidental breakage of fitted glass in furniture and unfixing hung mirrors that happens during the period of insurance.</p> <p><b>Limit</b></p> <p>The most we will pay are the reasonable and necessary costs of repairing or replacing the broken glass. This limit is paid within the contents sum insured.</p>	<ul style="list-style-type: none"><li>• any accidental breakage which has occurred while the furniture items are in the open air;</li><li>• loss or damage caused by the broken item e.g. scratches or dents caused to another item or the building or unit;</li><li>• the screen or glass of any computer, television set or other type of visual or electronic device;</li><li>• any glass in contents items that are not included in the list of furniture items covered by this policy (see pages 18 to 20);</li><li>• the cost to remove broken glass from carpets or other parts of the building, unit or contents;</li><li>• any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches).</li></ul>





## Food and medication spoilage

We cover	We do not cover
<p>We will cover spoilage of refrigerated food, frozen food and refrigerated medicines at the insured address caused by:</p> <ul style="list-style-type: none"><li>• the sudden escape of refrigerant fumes; <b>or</b></li><li>• electrical or electronic breakdown, failure or malfunction; <b>or</b></li><li>• the public electricity supply failing to reach the insured address.</li></ul> <p><b>Limit</b></p> <p>The most we will pay for any one incident is <b>\$200</b>.</p> <p>If you make a claim under this additional feature no excess applies.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"><li>• to a refrigerator or freezer caused by spoiled food;</li><li>• arising from the deliberate act or omission of a power supply authority <b>unless</b> this action is in the interest of public safety.</li></ul>



## Temporary accommodation costs

We cover	We do not cover
<p>When you have contents cover and an insured event damages the home or unit to the extent that the home or unit cannot be lived in, then:</p> <ul style="list-style-type: none"><li>• if you own and live in a unit, we will pay the temporary accommodation costs for you and your pets that you normally keep at the insured address; or</li><li>• if you are a tenant, we will pay any reasonable extra rent costs for temporary accommodation for you and your pets that you normally keep at the insured address.</li></ul> <p>We will pay the reasonable and necessary costs for the time it will take to repair or rebuild the home or unit so that it can be lived in again.</p> <p>We will also pay the reasonable and necessary costs for:</p> <ul style="list-style-type: none"><li>• redirection of mail from the insured address;</li><li>• utility connection costs, such as electricity, water, gas at the temporary accommodation residence;</li><li>• relocation of your contents to and from the temporary accommodation residence;</li><li>• assistance with bond payment if required, however, any amount we pay in bond is recoverable from you by us. We may deduct this amount from any amount payable to you;</li></ul>	<ul style="list-style-type: none"><li>• to the extent permitted by law, any amounts you are able to recover for temporary accommodation costs under another insurance policy including any insurance policy taken out by a body corporate or similar entity;</li><li>• any costs:<ul style="list-style-type: none"><li>- if you do not need to pay for temporary accommodation;</li><li>- if the home or unit was not your principal place of residence at the time of the loss or damage;</li><li>- if you had not intended to be living at your home or unit during the repair period (had the home or unit not been damaged);</li><li>- beyond the period it should take at the insured address during the repair or rebuild period;</li><li>- related to any business activity operated at the home or unit;</li></ul></li><li>• utility connection costs if the relevant utility was not connected at the insured address at the time of the loss or damage;</li><li>• if you decide to not connect or re-connect the relevant utility.</li></ul>

Continued on next page.



## Temporary accommodation costs (cont'd)

We cover	We do not cover
<ul style="list-style-type: none"> <li>if applicable, break fees associated with early termination of the lease or other rental agreement at your temporary accommodation, arising if you are able to return to the home or unit in accordance with this additional cover, before the term of the temporary lease or rental agreement ends.</li> </ul> <p><b>Limit</b></p> <p>The most we will pay under this feature during the policy period is up to <b>\$8,000</b> for all claims arising from any one incident.</p>	<p><i>This has been left intentionally blank.</i></p>



**Refer to the Additional Information Guide for further information**

## Personal Legal Liability cover

The most we will pay for all claims from any one incident for legal liability covered under the contents section of this policy is **\$20 million**, including all associated legal costs. This legal liability section applies to both ContentsCover and ContentsPlus.

For what we do not cover see 'What we do not cover' on page 36 and 'What we do not cover – contents insurance' on pages 40 to 50 for further exclusions that may apply.

Continued on next page.



## What we cover

We cover your legal liability to pay compensation for death of or bodily injury to other people, or loss or damage to their property, resulting from an incident which happens anywhere in Australia or New Zealand during the period of insurance:

- which is unrelated to your ownership of the building, unit or land at the insured address; or
- which relates to your ownership of the unit at the insured address and your legal liability is not covered under a building policy that covers that unit;
- if it results from fixtures and fittings attached to the insured address and that you are legally responsible for under a rental agreement.

We also cover you for associated legal costs to defend a claim against you that is covered. We need to first agree to pay the legal costs before they are covered.

## What we do not cover

**We do not cover legal liability for or caused by, connected with or arising from:**

### **Agreements you enter into**

any agreement or contract you enter into, but we will cover your legal liability:

- if it would have existed had you not entered into the agreement or contract;
- if your liability is:
  - under a tenancy rental agreement; and
  - for damage to your landlord's property at the insured address caused by fire or by water leaking from pipes, washing machines, dishwashers or water overflowing from a blocked bath or tub.

**We do not cover legal liability for or caused by, connected with or arising from:**

**Animals**

any animal other than your domestic dog, cat or horse.

**Asbestos**

exposure to or potential exposure to asbestos in any form.

**Buildings, property or land not at the insured address**

you owning, occupying or renting any building, property or land not at the insured address except for the common property at the insured address.

**Business activity**

any business activity, but we will cover liability which relates to part-time or casual babysitting where you do not need to be registered or licensed to do this.

**Caravans and trailers**

using or towing a caravan, mobile home or trailer.

**Committee members or officials**

your actions or duties as a committee member or director of a club or association, as a coach, referee or official at a game or organised sporting activity.

**Death or injury**

death or injury of:

- you;
- a child (born or unborn) under **18** years who is your child or the child of your spouse, de facto or partner;
- your pets;
- anyone who usually lives at the insured address.



**We do not cover legal liability for or caused by, connected with or arising from:**

**Defamation or copyright**

defamation or breach of copyright.

**Drones**

aerial devices, drones and other autonomously piloted aircraft.

**Fines, penalties and other damages**

civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages.

**Legal actions in other countries**

legal actions or legal claims brought against you, decided or heard in countries outside Australia or New Zealand.

**Motor vehicles or motorcycles**

the use or ownership of a motor vehicle or motorcycle or instructing someone on how to use it unless at the time of the incident, it was being used legally and did not have to be insured under any compulsory third party insurance laws or motor accident injuries laws and was:

- a remote controlled motor car;
- a wheelchair or a mobility scooter designed to accommodate physical disabilities or the elderly;
- a golf cart or buggy;
- a personal transportation vehicle;
- domestic gardening equipment (e.g. ride-on mower).

**We do not cover legal liability for or caused by, connected with or arising from:**

**Property owned by you or property in your physical or legal custody**

damage to property which:

- is owned by you or your family, or anyone who usually lives with you at the insured address;
- belongs to someone else and is in your physical or legal custody or control;
- is owned by your employer (e.g. you accidentally damage office equipment at your work place),

but we will cover your legal liability under a tenancy rental agreement when your contents in your landlord's residential property are insured under your policy, for damage caused by:

- water leaking from pipes, washing machines, dishwashers or water overflowing from blocked baths or tubs;
- fire damage to your landlord's property.

**Watercraft**

using or owning any watercraft unless it is a sailboard, surfboard, wave board, canoe, kayak, non-motorised surf ski or remote controlled model watercraft.

**Note:** See also 'What we do not cover – contents insurance' on pages 40 to 50 for further exclusions that may apply.



**Refer to the Additional Information Guide for further information**



# What we do not cover – contents insurance

**Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:**

## **Actions or movements of the sea**

any actions or movements of the sea.

## **Biological, chemical, other pollutant or contaminant**

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

But we will cover:

- fire damage (including water contamination) that is covered by insured event 'Fire (including bushfire)';
- your legal liability under 'Legal liability' cover, to the extent your legal liability arises from your use of pesticides or herbicides at the insured address.



**Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:**

**Breaking the law**

- you, or someone with your knowledge or permission, committing or trying to commit an unlawful or criminal offence, such as assault or a malicious act;
- your possession, manufacture supply or consumption of any illegal substances or illegal drugs;
- you not obeying any commonwealth, state, territory or local government law or lawful direction, including laws or lawful directions relating to:
  - smoke alarms;
  - pool fencing;
  - installing a balcony railing or balustrade when required;
  - dangerous goods and liquids;
  - control and safekeeping of dangerous or restricted breeds of dogs, including not obeying any legal requirement to restrain a dog in public or keep it fenced in.

**Bushfires, storm, storm surge, flood, tsunamis in the first 72 hours of cover**

a bushfire, storm, storm surge, flood or tsunami in the first 72 hours of cover.

**Chemical damage when cleaning**

chemicals, such as detergents and solvents, when you or someone authorised by you is using them for cleaning.

**Computer virus or computer hacking**

a computer virus or computer hacking.



## **Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:**

### **Deliberate damage to a reservoir or dam**

any deliberate or malicious acts causing damage to, or destruction of, a reservoir or dam, or any looting or rioting following such an incident.

### **Deliberate or reckless actions**

an act or omission by you, your family, anyone living at the building or unit, any owner or part owner of the contents or anyone acting with your given or implied consent, which:

- is deliberate;
- is a deliberate lack of action;
- demonstrates a reckless disregard for the consequences of that action or omission.

### **Ground movement**

erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, **but we will cover** landslide or subsidence that is specifically covered under the following insured events:

- 'Storm' page 22;
- 'Storm surge' page 22;
- 'Flood' page 21;
- 'Earthquake and Tsunami' page 24;
- 'Explosion' page 28.

### **Hazardous materials**

any hazardous materials if not stored or used in accordance with the relevant law, controls and manufacturer's instructions.

## **Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:**

### **Mechanical or electrical breakdown**

mechanical or electrical failure or breakdown or anything that fails to operate properly, **but we will cover** damage caused by:

- fire spreading from an electrical fault to other parts of your insured contents items to the extent it is covered under insured event 'Fire (including bushfire)' page 23;
- lightning to the extent it is covered under insured event 'Lightning' page 23;
- motor burnout to the extent it is covered under insured event 'Motor burnout' page 29.

### **Mould or mildew**

mould or mildew at the insured address unless it was directly caused by an insured event and there is no evidence of pre-existing mould in the building or unit in which your contents are kept.

### **Power surge**

power surge, **unless** the surge or the loss or damage caused by the surge is covered under the following insured events:

- 'Flood' page 21;
- 'Impact' page 27;
- 'Storm' page 22;
- 'Storm surge' page 22;
- 'Fire (including bushfire)' page 23;
- 'Lightning' page 23;
- 'Motor burnout' page 29.



## **Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:**

### **Roots of trees, shrubs and plants**

the roots of trees, shrubs or plants, but we will cover damage to your contents caused by:

- liquid leaking or overflowing from pipes or drains that are blocked or damaged by these roots to the extent it is covered under insured event 'Escape of liquid' page 26;
- roots from a fallen tree to the extent it is covered under insured event

### **Radioactivity/nuclear materials**

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste;
- action of nuclear fission including detonation of any nuclear device or nuclear weapon;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials;
- any looting or rioting following these incidents.

### **Revolution, war**

- revolution, hostilities, war or other acts of foreign enemy, warlike activity (whether war is declared or not) or military coup;
- any looting or rioting following these incidents.

## **Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:**

### **Seepage of water**

water seeping or running:

- through the earth (hydrostatic water seepage);
- down the sides of earth or earth fill that is up against the building;
- down the sides, against the sides or underneath swimming pools, spas or tanks;
- against or through retaining walls;
- from agricultural or overflow pipes.

### **Structural improvements of units**

- structural improvements owned by your body corporate or equivalent body;
- structural improvements located on common property, but we will cover fixtures owned by you as a tenant which will be removed by you when vacating a unit.

### **Tree lopping**

trees being lopped, felled or transplanted by you or someone authorised by you.

### **Wear, tear and gradual deterioration**

any part of the building, unit or contents that has wear, tear, rust, fading, rising damp, corrosion, rot, action of light, atmospheric or climatic conditions or gradual deterioration such as, but not limited to:

- wear and tear of carpets, furniture and furnishings;
- fading of curtains and drapes;
- gradual weathering of pot plants.



**Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:**

**Wearable technology**

wearable technology of any type **unless** it is a form of medical equipment and aids covered under this policy.

**When security or alarms are not working**

loss or theft if the door locks, window locks or alarms you told us were installed, were in fact not installed, not in working condition or disconnected.

## **We do not cover**

### **Asbestos**

the cost to remove asbestos or its derivatives from the insured address, unless the cost is incurred in order to undertake repairs in connection with a claim for loss or damage to your contents but only to the extent removal is necessary in order to repair insured damage.

### **Confiscation or damage by a legal authority**

confiscation, nationalisation, requisition or damage by the police, a government authority or someone with the legal authority to do this but we will cover loss or damage caused by emergency services in attempting to obtain entry at the insured address in connection with an insured event.

### **Communicable Disease**

any loss, damage, claim, cost, expense, legal liability or other sum, directly or indirectly arising out of, or attributable to, a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.



## We do not cover

### Extra costs or other losses following an incident covered by your policy

extra costs or other losses (financial and non-financial loss) following an incident covered by your policy including but not limited to:

- loss of income or wages;
- medical expenses;
- costs, including the cost of your time, to prove your loss or to help us with your claim (e.g. phone calls, postage) unless stated otherwise in your policy;
- cost of hiring appliances after yours suffer loss or damage;
- professional, expert, legal, consulting or valuation costs unless you obtained our prior authority to incur these costs;
- cost of replacing or reapplying pest control chemicals and baits in or around the insured address;
- travel costs;
- cleaning costs unless stated otherwise in your policy;
- any increase in electricity costs not directly arising from an incident covered by your policy.

### Medical equipment and aids

any medical equipment, item or aid which is designed to be either wholly or partially within the body, either permanently or temporarily. By 'within the body' we mean medical equipment, items or aids which require a specific incision to be made in the body to enable them to be implanted but we will cover hearing aids.



## **We do not cover**

### **Photographs, electronic data and images**

repairing, replacing or fixing:

- electronic data or files that are corrupted, damaged or lost, including software, photographs, films, music or other visual images or audio files stored electronically or on any other medium, unless:
  - the device that they are stored on was lost or damaged in an insured event; and
  - the electronic data or files were legally purchased and you cannot restore them free of charge.
- hard copies of photographs, films or other visual images that are damaged or lost, but we will cover the cost of reproducing hard copy photographs you have purchased from, or had produced by, a professional photographic business or retail outlet.

### **Sale of your contents**

- loss (including theft) of your contents (or the proceeds of sale) by a person authorised to offer your contents or personal valuables for sale;
- loss of your contents (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your contents or personal valuables for sale;
- loss (including theft) of your contents (or the proceeds of sale) when you sell them online.



## **We do not cover**

### **Sanctions**

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America.

### **When other people live in the building or unit**

- any loss, damage, cost, expense or liability if any part of the building or unit is used by tenant/s, paying guest/s or boarder/s (this includes anyone residing under a short-term-rental, holiday letting or house sharing, including arrangements booked through an online booking platform);
- any loss, damage, cost, expense or liability if any part of the building or unit is used by someone who entered the building or unit with the consent of tenant/s, paying guest/s or boarder/s;
- any loss, damage, cost, expense or liability if squatter/s or trespasser/s occupy the insured address.



# About your car insurance cover

## About your car

### Who we cover

#### **You/Your**

You/Your refers to the person or persons shown as the insured on your certificate of insurance.

#### **Drivers who drive your car**

You should list all the people on your policy who will drive your car. These listed drivers will be shown on your certificate of insurance. If you do not list all of the people who may drive your car this will affect the excess you pay. See the section 'The types of excesses are:' on pages 70 to 71 for further details about the excesses you may need to pay.

### What we cover as your car

Any car insured on your policy will be described on your certificate of insurance. Your car includes the following that are fitted to your car:

- accessories; **and**
- modifications;

#### **but not:**

- fuel or lubricants;
- baby capsules and child seats;
- lost car keys.




### What are accessories?

An accessory is an addition to your car which does not enhance the performance or change the structure of the car.

### What are modifications?

Modifications are alterations made to the manufacturer's standard body, engine, suspension, wheels or paintwork of your car which may affect its performance, value, safety or appearance.

## The protection we provide

Cover type	CarCover	CarPlus
Accidental loss or damage	 Up to <b>\$3,000</b> per incident	 Up to <b>\$5,000</b> per incident

CarCover and CarPlus covers include:

- accidental loss and damage to your car;
- car legal liability;
- additional features at no extra cost (see pages 54 to 55).



## Accidental loss or damage to your car

We cover	We do not cover
<p>We will cover you for accidental loss or damage to your car caused by an incident anywhere in Australia in the period of insurance. Examples of incidents covered include:</p> <ul style="list-style-type: none"> <li>• hail, storm and flood;</li> <li>• fire;</li> <li>• theft or attempted theft;</li> <li>• malicious damage or vandalism;</li> <li>• collision and impact.</li> </ul> <p><b>Limit</b></p> <p>The most we will pay for loss or damage to your car covered under your policy for any one incident is:</p> <ul style="list-style-type: none"> <li>• up to <b>\$3,000</b> if CarCover is shown on your certificate of insurance; or</li> <li>• up to <b>\$5,000</b> if you CarPlus cover is shown on your certificate of insurance.</li> </ul>	<ul style="list-style-type: none"> <li>• See 'What we do not cover – car insurance' on pages 57 to 63.</li> </ul>



**Refer to the Additional Information Guide for further information**



# Additional features

If you claim under your policy for loss or damage to your car for an incident that happens in the period of insurance, you may be entitled to cover under the following additional features.

In some circumstances, we may provide an additional feature to you before we accept your claim. If we do this, it does not mean that your claim has or will be accepted.

There are some things we do not cover under these additional features and these are shown in the 'We do not cover' section of the following tables on pages 54 to 55 and in the 'What we do not cover - car insurance' section on pages 57 to 63. All of the conditions of this policy apply to these additional features unless the cover says otherwise.

## Towing and storage costs

We cover	We do not cover
<p>When your car is damaged in an incident covered by your policy and it is not roadworthy or safe to drive or needs to be held in storage, we cover the reasonable cost of:</p> <ul style="list-style-type: none"> <li>• one tow to get your car from the scene of the incident to:               <ul style="list-style-type: none"> <li>- our nearest repairer;</li> <li>- another location nominated or agreed by us;</li> </ul> </li> <li>• storing your car.</li> </ul> <p><b>Limit</b></p> <p>One tow from the scene of the incident for any one claim.</p>	<ul style="list-style-type: none"> <li>• Storage costs for any period before your claim is lodged (unless you were not in a position to lodge the claim around the time of the incident) or after your claim is settled or declined;</li> <li>• the cost of returning your car to you if your claim is determined to be a total loss and you are entitled keep the car as salvage.</li> </ul>



## Change of car

We cover	We do not cover
<p>If you replace your car with another car, we will insure the replacement car on the same terms and for the same level of cover for the remainder of the period of insurance provided:</p> <ul style="list-style-type: none"> <li>• you tell us within <b>14</b> days of you taking delivery of the replacement car; <b>and</b></li> <li>• we agree in writing to insure the replacement car.</li> </ul> <p>Otherwise, we will only cover your replacement car for the same level of cover as your car for up to <b>14</b> days from when you take delivery of the replacement car or until you arrange insurance for your replacement car, whichever occurs first.</p> <p><b>Note:</b> Cover for your car ends and cover for the replacement car begins at the time you take delivery of the replacement car. If we agree to insure your replacement car we will send you a new certificate of insurance. If we do not agree to insure your replacement car we will cancel your car insurance cover.</p>	<p><i>This has been left intentionally blank.</i></p>



**Refer to the Additional Information Guide for further information**



# Car Legal Liability cover

## What we cover

We will cover you or anyone you authorise to drive your car for legal liability to pay compensation for loss or damage to another person's car or property (not yours), where the loss or damage:

- results from an incident occurring in the period of insurance; and
- is caused by the use of your car.

This cover is extended to your employer, principal or business partner when they incur a legal liability because you were driving your car in connection with your occupation.

For the purposes of this legal liability cover, loss or damage caused by the use of your car extends to damage to another person's car or property (not yours) because a car collided with or tried to avoid colliding with:

- property falling from your car;
- property being loaded or unloaded from your car.

If we cover your legal liability, we will cover your legal liability for the cost of clean up by emergency services after the incident involving your car.

We will also cover you for associated legal costs. We need to first agree to pay the legal costs before they are covered.

The most we will pay for all claims from any one incident for legal liability covered by this policy is **\$20 million**, including all associated legal costs.



# What we do not cover – car insurance

**You are not covered for loss or damage, cost or legal liability that is caused by or arises from or involves:**

## **Agreements you enter into**

any agreement or contract you, or someone you authorised to drive or be in charge of your car, enter into accepting liability, **but we will** provide cover if the legal liability would have existed without that agreement or contract.

## **Alcohol, drugs, medication**

an incident occurring when your car is being driven by, or is in the charge of, anyone who:

- was under the influence of, or had their judgement affected by, any alcohol, drug or medication;
- had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis;
- refused to take a test for alcohol, drugs or medication.

But we will pay a claim:

- for you (but not the driver or person in charge of your car) if your car was stolen;
- if it can be demonstrated that the above alcohol/drugs/medication intake was not a contributing factor in the incident.

## **Asbestos**

asbestos, asbestos fibres or derivatives of asbestos of any kind.



**You are not covered for loss or damage, cost or legal liability that is caused by or arises from or involves:**

**Biological, chemical, other pollutant or contaminant**

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

**Condition of your car**

- any structural, mechanical, electrical or electronic failure or breakdown;
- any mould, mildew, wear, tear, rust, corrosion or depreciation;
- your car if it was unsafe or un-roadworthy at the time of the incident.

**Confiscation or repossession**

legal confiscation or repossession of your car or its contents.

**Dangerous goods**

your car being used to illegally store or transport:

- substances that pollute or contaminate;
- dangerous or hazardous goods.

**Driving a damaged car**

driving your car after it has been damaged in an incident, unless you were not aware this could lead to further damage to your car, or you are acting to prevent further loss or damage such as driving it from a busy motorway.

## **You are not covered for loss or damage, cost or legal liability that is caused by or arises from or involves:**

### **Exceeding loading or passenger limits**

your car when it is:

- carrying more passengers than the car was designed for, or more than the driver is permitted to carry by law;
- carrying any load which is not secured according to law, over the legal limit or more than what your car was designed to carry or tow.

### **Extra costs or other losses following an incident covered by your policy**

- extra costs or losses (financial and non-financial loss) following an incident covered by your policy, including but not limited to:
- loss of income or wages;
- medical expenses;
- professional, expert, legal consulting or valuation costs unless you obtained our prior authority to incur these costs;
- your car's value (including its trade-in or resale value) is less after being repaired;
- costs, including the cost of your time, to prove your loss or to help us with your claim (e.g. phone calls, postage) unless stated otherwise in your policy;
- travel costs;
- cleaning costs but we will cover cleaning costs covered under 'Car Legal Liability cover' (see page 56).

### **Hire, fare, reward or courtesy car**

your car being used for hire, fare or monetary reward or as a courtesy car **but we will** provide cover if your car was being used in a car pool or child care arrangement.



## **You are not covered for loss or damage, cost or legal liability that is caused by or arises from or involves:**

### **Incorrect fuel usage**

loss or damage to your car (including damage to your car's engine or fuel system) caused by the incorrect type of fuel being used.

### **Intentional or deliberate acts**

an intentional or deliberate act by:

- you or a member of your family;
- a person who shares ownership of your car;
- a person acting with your encouragement, assistance or express or implied consent;
- a person authorised by you to operate your car.

### **Loss or damage outside Australia**

loss or damage that occurs outside Australia.

### **Motor sports or similar activities**

your car being used:

- in, or being tested in preparation for, a race, contest, trial, test, hill climb or any motor sport;
- on a competition race track, competition circuit, competition course or competition arena unless your car is being driven as part of a driver education course that does not involve speeds in excess of **100**km/h or the timing of cars.



**You are not covered for loss or damage, cost or legal liability that is caused by or arises from or involves:**

**Radioactivity/nuclear materials**

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste;
- action of nuclear fission including detonation of any nuclear device or nuclear weapon;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials;
- any looting or rioting following these incidents.

**Reckless acts**

any reckless act by you, the driver of the car or by a person acting with your encouragement, assistance or express or implied consent to the reckless act (such as street racing, burnouts, donuts, driving into water, illegally using a mobile phone, driving at excessive speed).

**Replacement of non-damaged parts**

the replacement of non-damaged parts which includes items that are part of a whole set when the loss or damage occurred to only part of that set (such as alloy wheels and tyres).

**Revolution, war**

- revolution, hostilities, war or other acts of foreign enemy, warlike activity (whether war is declared or not), military coup;
- any looting or rioting following these incidents.



## **You are not covered for loss or damage, cost or legal liability that is caused by or arises from or involves:**

### **Sale of your car**

- loss (including theft) of your car (or the proceeds of sale) by a person authorised to offer your car for sale;
- loss (including theft) of your car (or the proceeds of sale) following a private sale transaction;
- loss of your car (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your car for sale.

### **Sanctions**

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America.

### **Test drives**

loss or damage to your car while it is being demonstrated for private sale but we will pay a claim if your car is being demonstrated for private sale and you or a listed driver are a passenger in your car.

### **Tyres**

damage to your car's tyres caused by braking, punctures, road cuts or bursting.

### **Unattended car**

theft or damage to your car if the car is left unattended, unlocked and with the keys left in the car.



**You are not covered for loss or damage, cost or legal liability that is caused by or arises from or involves:**

**Unlawful purposes**

your car being used for unlawful purposes (such as a criminal act) by you or for which you gave encouragement, assistance or consent (either expressly or impliedly).

**Unlicensed driving**

your car being driven by, or is in the charge of someone who is not licensed, not correctly licensed or not complying with the conditions of their licence, but we will pay a claim for you (but not the driver or person in charge of your car) if:

- you were not the driver or person in charge of your car at the time of the incident;
- you did not give encouragement, assistance or express or implied consent to the driving or the incident;
- you can establish that you did not know and could not have reasonably known of any of the above circumstances.

**Unregistered cars**

your car being used at the time of an incident if it was unregistered, unless the loss, damage, cost or legal liability was not caused by or did not result from the car being unregistered.

# Claims

We understand that experiencing loss or damage or having a claim made against you can be stressful

## Here's what to do

**Step 1 Make sure everyone is safe. For emergencies, please call 000.**

**Step 2 Try to prevent further loss, damage or liability** (e.g. following a car incident, move your car off the road and put on your hazard lights. If there is a broken window at the insured address, arrange for it to be covered to prevent further water damage from the rain).

**Step 3 Report the incident to the police.** Following a car incident, if someone is injured or has stolen, attempted to steal or maliciously damaged your car, call the police as soon as possible and record the time, date, report number and the name of the recording officer.

**Report any theft or malicious damage of any insured contents items.** Give police a list of all stolen or damaged items.

**Step 4 Contact us as soon as possible by calling 1800 429 598.**

If you delay reporting your claim, we may not pay for any additional loss, damage or liability caused by your delay. When you contact us, describe details of what has happened (e.g. storm damage or a list of stolen items). For electrical items, please have details about the make and model handy.



**If someone else is involved** try to collect details of all drivers, passengers and witnesses including their full names, addresses and contact numbers. If another car is involved, and if possible, record its registration number and the driver's name and address if available. Do not admit fault to anyone. See 'When your excess will be waived' see page 73.

### **How the Goods and Services Tax (GST) affects this insurance**

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

If your car is a total loss we will reduce any payment we make by an amount equal to your input tax credit entitlement, if any.

In all other circumstances our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

In respect of your policy, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

## Legal liability claims

Tell us about any incident that has caused damage to other people's property.

You must also tell us as soon as possible about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us. The quicker we receive these, the better placed we will be to protect your interests.

If you do not tell us about any demands or forward any documentation from a third party it could result in further costs. You will need to pay any further costs incurred as a result of your delay in forwarding documents or failing to tell us about demands you have received.

For more details on:

- 'Personal Legal Liability cover' see pages 35 to 39; **and/or**
- 'Car Legal Liability cover' see page 56.

## Making a claim

### For contents insurance

#### What you must do

- allow us to inspect your damaged contents;
- allow us to arrange for experts to assess your damaged contents and to quote on repair or replacement;
- provide us with a quote/s for repair or replacement if we ask for this;
- when requested, provide us with proof of loss, ownership and value;
- provide us with information, co-operation and assistance in relation to the claim (including attending an interview in person or by phone or giving evidence in court if required);

- allow us, or a person nominated by us, to recover your contents, or to take salvage or possession of your contents when we replace or pay you the full contents sum insured for an item. When we ask, you must send any items to us, or cooperate in our collection or retrieval of such items.

### **For car insurance**

#### **What you must do**

- talk to or meet with any experts we choose, such as a claims assessor, investigator or repairer;
- assist us in handling your claim. This can include agreeing to be interviewed and/or providing relevant documents we ask for (e.g. proof of ownership);
- either drive (if it is safe to do so) or let us move your car to one of our repair facilities, or another location nominated or agreed to by us, so we can assess the damage and progress your claim;
- for rectification work, take your car back to the original repairer to rectify the repairs;
- if your car is a total loss, allow us or a person nominated by us, to recover, salvage or take possession of your car.

**Note:** In this section 'you' means you and, if you were not driving your car, you also means the driver of your car.

#### **What you must not do**

### **For contents insurance**

- do not dispose of any damaged parts or items of your contents without our consent unless it is necessary for health and safety reasons (if possible, take photos of the damaged parts or items being disposed of);
- do not carry out or authorise repairs without our consent unless you cannot contact us and need to make emergency

Continued on next page.

repairs to protect the contents or it is necessary for health and safety reasons;

- do not wash or clean or remove debris from any area damaged by fire without our consent unless you need to do this to prevent further loss or it is necessary for health and safety reasons;
- do not admit liability or responsibility to anyone else unless we agree;
- do not negotiate, pay or settle a claim with anyone else unless we agree;
- do not accept payment from someone who admits fault for loss or damage to the contents. Refer them to us instead.

### **For car insurance**

- do not admit liability or responsibility to anyone or pay for any damage before contacting us;
- do not negotiate, pay or settle a claim with anyone else before contacting us;
- do not carry out or authorise any repairs without contacting us first unless in an emergency;
- do not dispose of any damaged parts of your car or your property without our consent;
- do not accept payment from someone who admits fault for loss or damage to your car. Refer them to us instead.

### **If you do not comply**

If you do not comply with 'What you must do' and 'What you must not do' we can reduce or refuse to pay your claim and/ or recover from you any costs and/or any monies we have paid and/or cancel your policy.

## **If we decline a claim or do not pay a claim in full**

When you lodge your claim we may need to undertake further investigation and assessment before making a decision. If we decline your claim or do not pay a claim in full, we will give you our reasons in writing.

# **How to establish your loss**

## **Establish an incident took place**

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you do not do this, we will not be able to pay your claim.

We may obtain the following from the police:

- confirmation that you reported the incident;
- details of any investigations they undertook.

You must give us authority to access these records, if we ask.

## **Describe your loss or damage**

You may also need to give us accurate and full details of what was lost, stolen or damaged and give us proof of value, ownership and damage for items claimed if we request it. Ways to do this could be providing copies of receipts of purchase, warranties or photographs.

# Your excess

## What is an excess?

An excess is the amount you pay towards the cost of your claim for each incident covered by your policy. The total excess you are required to pay is determined by the circumstances of your claim. You might have to pay more than one type of excess.

The amount and types of excesses are shown on your certificate of insurance or in this PDS.

## The types of excesses are:

### Standard excess

The standard excess for contents (including liability) cover is **\$100**.

The standard excess for car (including liability) cover is **\$300**.

This excess applies to all claims unless your policy states that no excess applies to your claim. See the sections titled 'When you don't need to pay the standard excess' and 'When you need to pay the standard excess' on page 72.

### Age excess (car cover only)

If the driver is under **25** years of age and listed on your certificate of insurance, the age excess that applies is **\$300**. If the driver is under **25** years of age and not listed on your certificate of insurance, the age excess that applies is **\$600**. If the driver is a learner driver, the age excess that applies is as if the learner driver was listed on your certificate of insurance. This excess applies in addition to any other excess that applies.

#### Note:

- Learner drivers are not required to be listed on the policy.
- The age excess will not apply if, at the time of the incident, the person in control of the car was being paid for a service, i.e. where the car was being serviced or test driven, or driven by a car park attendant or a valet.

<p><b>Inexperienced driver excess (car cover only)</b></p>	<p>If the driver is <b>25</b> years of age or over and has held their driver licence for less than two years and they are listed on your certificate of insurance, the inexperienced driver excess that applies is <b>\$300</b>. If the driver is <b>25</b> years of age or over and has held their driving licence for less than two years and they are not listed on your certificate of insurance, the inexperienced driver excess that applies is <b>\$600</b>. This excess applies in addition to any other excess that applies.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• An inexperienced driver is someone who is <b>25</b> years or over and has not held a driver licence specific to the car type for at least the past <b>2</b> consecutive years.</li> <li>• Learner drivers are not required to be listed on the policy.</li> <li>• The inexperienced driver excess will not apply if, at the time of the incident, the person in control was being paid for a service, i.e. where the car is being serviced or test driven, or driven by a car park attendant or a valet.</li> </ul>
<p><b>Unlisted driver excess (car cover only)</b></p>	<p>If the driver is not a listed driver on your policy the unlisted driver excess that applies is <b>\$300</b>.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• This excess does not apply to learner drivers.</li> </ul>
<p><b>Windscreen and window glass excess (car cover only)</b></p>	<p>If you make a claim for windscreen or window glass damage and this is the only damage you are claiming for a <b>\$100</b> excess applies.</p>

## When you don't need to pay the standard excess

The standard excess will not apply to the first **2** claims on your policy (e.g. this could be **1** contents claim and **1** car claim if you have both contents and car cover or **2** claims under either your contents or car cover) you make in any one period of insurance, for each level of cover you have purchased.

**Note:** If either of your first **2** car claims are for windscreen or window damage only you will not have to pay the standard excess but you will need to pay the windscreen and window glass excess as explained in the table above.

## When you need to pay the standard excess

If you make **3** or more claims on your policy (e.g. this could be **2** contents claims and **1** car claim if you have both contents and car cover or **3** claims under either your contents or car cover) in any one period of insurance the standard excess will apply, unless your policy states that no excess applies to your claim.

## How to pay your excess

You can choose from the following options to pay your excess(es):

- you can pay the excess(es) directly to us before we finalise your claim;
- in some instances, the excess(es) can be paid to the appointed repairer or supplier;
- the excess(es) can be deducted from the amount we pay you for your claim (if any);
- in some instances, the excess(es) can be deducted from the amount we pay to another person for loss or damage to their property.

We will not cover any legal or other costs that arise because of any delay in paying the excess. If you cannot pay your excesses



in full you can access our financial hardship process and apply to pay the excesses in instalments.

## When your excess will be waived

In relation to any claim where an excess applies (see 'When you don't need to pay the standard excess' on page 72), we will waive your excess and no excess will apply when:

- you are not responsible for the loss or damage and the incident was caused by another person (but not a person within the definition of 'you' and not a person living at the insured address) or in the case of a claim on your car cover, you or the driver didn't contribute to the accident (this means the other driver was entirely at fault). You may be able to show this by providing a police report, expert reports, statement from a witness and/or photographs; and
- you can give us the name and address of the person responsible, and if a vehicle is involved, the registration number of the vehicle.



**If you cannot identify the person responsible (or the at-fault driver) and/or give us their name and address (and if a vehicle is involved, the at-fault vehicle's registration number) it means we will not be able to waive your excess. It does not otherwise impact the cover under your policy or your ability to make a claim.**



**Refer to the Additional Information Guide for further information**

# How we settle contents claims

When your claim for loss, theft or damage to your contents is covered, your contents may be replaced, repaired or we may pay you. We will aim to use a member of our supplier network to repair or replace damaged contents.

How we settle will depend on the circumstances of the claim including the cost of repair or replacement, your contents sum insured and any lower policy limits. If the cost of repair or replacement exceeds your contents sum insured, you will be paid your sum insured.

## Repairing your contents

We will engage a repairer within our supplier network who is able to complete the repairs to your contents to provide a quote. If the quoted cost to repair the item is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair, we will pay you the quoted cost.

## Replacing your contents

If the quoted cost to repair is more than the cost of replacement on a 'new for old' basis or if the contents item cannot be repaired, you have the option to accept a replacement on a 'new for old' basis sourced through our supplier network. See page 75 for what 'new for old' means.

If you do not accept the offer, you will be paid the value of our replacement item. This may be less than what it would cost you to arrange the replacement in the market. We are able to secure supplier discounts from within our content supplier network. We will pay you cash or if available, you can choose to be paid this as a voucher, store credit or stored value card.

## When we settle contents claims we will not:

- pay more than the relevant contents sum insured or policy limit;
- pay extra to replace a contents item to a better standard, specification or quality than it was before the loss or damage occurred except as stated in the meaning of 'new for old';
- fix or pay to fix pre-existing damage (unless your policy provides otherwise);
- pay extra because you paid more for that item when it was originally purchased;
- pay for any decrease in the value of a pair, set or collection when the damaged or lost item forms part of the pair, set or collection. We pay only for the repair or replacement of the item which was damaged or lost.

## 'New for old' means:

- **New materials, new items**  
We replace or repair with new items or new materials that are reasonably available at the time of replacement or repair from Australian suppliers.
- **New for old, regardless of age**  
We replace or repair regardless of age, with no allowance for depreciation.
- **Same type, standard and specification as when new**  
We will replace or repair to the same type, standard and specification as when new. If the same is not reasonably available from an Australian supplier, we will replace or repair with items or materials of a similar type, standard and specification when new. We can replace with a different brand.

## **‘New for old’ does not:**

- include paying the extra cost of replacing or purchasing an extended warranty on any item;
- mean of a better standard, specification or quality than when new.

## **When items may be replaced to a better standard**

### **Obsolete electrical appliances**

For obsolete electrical appliances such as outdated computers or TVs, ‘new for old’ means replacing or repairing to an equal specification (but not brand). If this is not available, it means to the nearest better specification available. It can be a different brand. We do not repair or replace, or pay you for, electrical or electronic items that were no longer able to be used for the purpose they were intended prior to the incident covered by your policy (e.g. a TV that can no longer be watched).

## **Repairing or replacing damaged contents**

We will only repair or replace insured contents items that are lost or damaged by an incident covered by your policy. You cannot claim to replace undamaged insured contents items or undamaged parts of insured contents items.

## **After a contents claim**

If we pay part of, or the full amount of the limit, for the level of cover you have chosen as shown on your certificate of insurance, the limit is automatically reinstated and cover continues for the period of insurance at no extra cost. You should reassess the level of cover.

# How we settle car claims

If your claim for loss, theft or damage to your car is covered under your policy we will either:

- repair or replace the damaged parts of your car using one of our preferred repairers;
- pay you the amount of the assessed quote from our preferred repairer to repair or replace the damaged parts of your car when our preferred repairer is able to complete the repair or replace the damaged parts of your car but you request a cash settlement;
- pay you the amount of the assessed quote from your repairer if one of our preferred repairers cannot complete the repair or replace the damaged parts of your car;
- settle your claim as a total loss, see page 80 for how we settle your claim as a total loss.

## Your repairs (we choose the repairer)

We will arrange the repairs to your car with one of our preferred repairers:

- if your car is not safe to drive, we will arrange to move your car to one of our preferred repairers or another location agreed by us;
- if your car is safe to drive, we will arrange a time with you to bring your car into one of our preferred repairers or another location agreed by us;
- we obtain quotes from our preferred repairers (where required) and select the most appropriate quote;
- we authorise the repairs based on the most appropriate quote and manage the repair process with the repairer.

## If we don't authorise repairs

If we pay you the amount of the assessed quote we don't authorise repairs.

# Our parts policy for authorised repairs

When we authorise repairs to your car we will:

- ensure the repair work is properly carried out;
- use new parts or, where available, quality reusable parts.

Parts used will:

- not void the warranty provided by the car manufacturer;
- comply with the car manufacturer's specifications and applicable Australian Design Rules;
- be consistent with the age and condition of the car;
- preserve or improve the safety and structural integrity of the car.

However, the following conditions also apply:

### **Glass repairs**

Where available we will use aftermarket parts for windscreens and window glass (including sun roof) and repairs will meet Australian Design Rules.

### **Radiators and Air Conditioning**

Where available we will use aftermarket parts for radiators and air conditioning.

### **Unavailable parts**

Where a damaged part is no longer available, we will pay you the last known market price of that part.

We are not responsible for costs which occur because of delays in delivery of parts. If a part is unavailable in Australia we will pay the cost of surface freight (not airfreight) from the nearest reasonable source of supply.

### **Car identification**

Where your car's identification, such as its compliance, build or VIN plate or label, has been damaged, we will try to source a replacement from its manufacturer. If we cannot source it for you, we will attempt to obtain a letter from the manufacturer to confirm your car's identity and that its original identification has been damaged. We will still repair your car without replacing any damaged identification, unless an alternative form of identification is required by law.

### **Sub-contracting repairs**

We may sub-contract, and any repairer we authorise to repair your car may sub-contract, some of the repairs. We require our sub-contractors to abide by the same service standards we uphold.

### **Non-damaged parts**

We are not responsible for the costs to replace the parts of a whole set that were not damaged or stolen in an incident. For example, if only one wheel and tyre are damaged in an incident, we will only pay to replace the damaged wheel and tyre, not the whole set.

### **When we repair your car, we will not:**

- repair or pay to repair your car to a better standard, specification or quality existing before the loss or damage;
- fix or pay to fix a fault or defect in your car or fix or pay to fix faulty repairs other than to the extent we are responsible for repairs we authorised;
- repair or pay for repairing pre-existing damage.

## If your car has been stolen

If your car is found within **7** days of it being stolen and is damaged, follow the process of 'How we settle car claims' (see page 77).

If your car is not found within **7** days after being stolen, and your claim for theft of your car is otherwise payable under your policy, your car becomes a total loss (see page 80).

## If your car is a total loss

Your car becomes a total loss if:

- it is stolen and unrecovered after **7** days and your claim for theft of your car is otherwise payable under your policy;
- it is uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the car sum insured.

We will also have regard to the law in relation to what is considered a write off that applies in your State or Territory when determining when a car is to be written off.

We will pay you the car sum insured shown on your certificate of insurance less any deductions that apply.

## Deductions from your total loss claim

When we pay you for a total loss claim we deduct the following where applicable from the car sum insured shown on your certificate:

- any excesses;
- unpaid premium including any unpaid instalments in the period of insurance if you pay your premium by instalments;
- any unused registration and compulsory third party (CTP)/ motor accident injuries (MAI) insurance;

Continued on next page.



- our estimate of the salvage value (if you are underinsured this may not apply, see 'We own the car salvage' page 81);
- any ITC (if applicable), refer to page 65.

### **Cars under finance**

When we pay for a total loss claim, if your credit provider has a financial interest in your car then we will pay them what they are entitled to (up to your car sum insured less deductions that apply) and pay you any balance. Please see below for what happens with the car's salvage if your car is underinsured.

### **We own the car salvage**

#### **If your car is not underinsured**

If your car is not underinsured and we pay you for the total loss, your car salvage, including any unexpired registration and CTP/MAI insurance becomes our property.

If your credit provider is entitled to the salvage of your car, then we will deduct our estimate of the salvage value of your car from any amount that we pay.

#### **If your car is underinsured**

If your car is underinsured and we pay you for the total loss, any unexpired registration and CTP/MAI insurance becomes our property.

We will allow you to keep the car salvage where this is allowed by law, if it will help to offset your loss.

If your credit provider is entitled to the salvage of your car, then we will deduct our estimate of the salvage value of your car from any amount that we pay.

For what we mean by 'underinsured' see page 91.

## After a car claim

If we repair your car or pay you the cost of repairs, your policy continues for the period of insurance. However, if we pay you the cost of repairs and you do not undertake such repairs, it may lead us to reduce or refuse to pay a future claim and/or cancel your policy.

If your car is a total loss all cover under your selected level of cover for this policy stops and your level of cover ends. There is no refund of any premium.

## Our right to recover from those responsible

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss. "Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the

Continued on next page.

right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/affidavit;
- providing us with any documents required to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to **\$250** in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

# Other important information

## What happens with cancellations?

### Cancellation by you

You may cancel your policy at any time. For each cover cancelled, you will be refunded the unexpired portion of the premium attributable to that cover (including GST if applicable) less any non-refundable government charges. We will not give a refund if the refund due is less than **\$1** (GST inclusive). If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is due and payable.

### Cancellation by us

We can cancel your cover where the law allows us to do so. For each cover cancelled, you will be refunded the unexpired portion of the premium attributable to that cover (including GST if applicable) less any non-refundable government charges if the refund is more than **\$1** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

# What do we mean by that?

Some words in this policy have a special meaning, it's important to read this section because it can impact how your policy is interpreted. If a word does not have a special meaning then it just has its ordinary meaning.

## **Accessories**

see page 52.

## **Accidental loss or damage**

means loss or damage that you did not intend or expect to happen.

## **Actions or movements of the sea**

means:

- rises in the level of the ocean or sea;
- sea waves;
- high tides or king tides;
- any other actions or movements of the sea.

Actions or movements of the sea **do not** include a tsunami or storm surge.

## **Aftermarket part**

means a vehicle part that is not sourced from the vehicle's manufacturer.

## **Assessed quote (CarCover and Car Plus only)**

means an experienced motor vehicle assessor we appoint assesses the quote from our preferred repairer, or if our preferred repairer cannot complete the repairs, the quote we have asked you to obtain from your own repairer, to make sure it meets industry standards including appropriateness of materials, repair method, labour costs, material costs, safety and overall cost effectiveness of the repairs. The quote may be adjusted or

reduced on the recommendation of the assessor. This assessed quote to repair or replace the damaged parts of your car may be less than what it would cost you to arrange the repairs with your own repairer, or equal to or less than the amount of repairs quoted by your repairer or that you have paid. We are able to secure supplier discounts from our preferred repairers.

### **Bicycle**

means a standard bicycle that can only be propelled by pedalling. It is not an e-bicycle.

### **Building(s)**

means any domestic building located at the insured address including its garages, carports, outbuildings, outdoor walls, gates, fences and any structural improvements (e.g. decks, pergolas, pagodas, verandahs and balconies, fixed swimming pools and spas, granny flats, sheds, tennis courts).

### **Cannot be lived in**

means destroyed or made completely or partially unfit to live in. This might include if the utilities are not available or it is not safe to live in.

### **Car**

see page 51.

### **Certificate of insurance**

means the latest certificate of insurance, including the insurance account, we have given you. It is an important document as it shows the cover types and levels of cover you have chosen and other policy details.

### **Common property**

means land or areas at the insured address that both you and other people are entitled to use (e.g. common property in a multi-dwelling development).

## **Communicable Disease**

means:

- Highly Pathogenic Avian Influenza in Humans;
- any Listed Human Disease, Biosecurity Emergency or Human Biosecurity Emergency as defined in or declared under the Biosecurity Act 2015 (Cth).

A reference to the Biosecurity Act 2015 (Cth) includes any amendment, replacement, re-enactment or successor legislation. A reference to Listed Human Disease, Biosecurity Emergency or Human Biosecurity Emergency shall have the meaning found in any replacement definition, in any amendment, replacement, re-enactment or successor legislation, or where there is no replacement definition the term shall have the meaning of a term which is substantially similar in meaning as defined in or declared in any amendment, replacement, re-enactment or successor legislation.

## **Computer**

means any electronic digital device that stores, retrieves and processes data and can be programmed with instructions. It includes devices such as PC, laptop, and electronic notebook. A computer is composed of hardware and software, including:

- CPU;
- monitor;
- processor;
- hard drive;
- keyboard and mouse.

## **Contents items temporarily removed**

means contents items that have been moved to another residence in Australia in which you are temporarily residing.

## **Drones**

means an unmanned aircraft that can be remote controlled or fly autonomously for recreational or photographic purposes.

## **Excess**

see page 70.

## **Home entertainment**

see page 19.

## **Electrical kitchen appliances**

see page 18.

## **Electronics**

see page 19.

## **Family**

see page 16.

## **Flood**

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

## **Furniture**

see page 19.



### **Illegal drugs**

means drugs that are prohibited from manufacture, sale or possession in Australia including but not limited to methamphetamine.

### **Incident or event**

is a single event, accident or occurrence which you did not intend or expect to happen and that is not excluded by your policy. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

### **Insured address**

see page 16.

### **Insured event**

means the insured events on pages 21 to 30. In addition, an insured event is always a single event, accident or occurrence which you did not intend or expect to happen.

### **Insured items**

see pages 18 to 20.

### **Listed driver**

the person or people shown on your certificate of insurance as listed drivers.

### **Loss or damage**

Loss means physical loss and damage means physical damage.

### **Malicious act**

means a single intentional and wilful act characterised by malice. It is not wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping or neglect.

## **Market value**

the amount that the market would pay for the car. The market value of the car includes many factors such as age, make, model, kilometres travelled and general condition of the car. We may use recognised industry publications to assist us in calculating the amount. Market value excludes costs of registration, compulsory third party/motor accident injuries insurance, stamp duty and transfer fees, dealer warranty costs and dealer delivery.

## **Medical aids and equipment**

see page 20.

## **Modifications**

See page 52.

## **Period of insurance**

means when your policy starts to when it ends. It is shown on your certificate of insurance.

## **Personal transportation vehicle**

means a battery driven or electric device that is a scooter, skateboard, e-bicycle, unicycle, hoverboard, one-wheel or segway used for personal transportation that is suitable to be ridden by one person and does not have to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws.

## **Policy**

means your insurance contract. It consists of this PDS and any SPDS we have given you, and your latest certificate of insurance.

## **Private use**

means your car is not used in connection with earning any income. Travel to and from your place of work is private use.

### **Storm**

means a storm, cyclone or severe atmospheric disturbance. It can be accompanied by strong winds, rain, lightning, hail, snow or dust.

### **Storm surge**

means a rush of water onshore associated with a low pressure system and caused by strong winds pushing on the ocean's surface. Storm surge does not include actions or movements of the sea.

### **Strata title**

means any form of land title which allows for multiple individual titles to exist in or on a block of land where the common property is held under a single separate title.

### **Sum insured**

see page 14.

### **Total loss**

See page 80.

### **Unattended**

means you are not capable of keeping your car under observation or observe an attempt to interfere with it.

### **Underinsured**

means the car sum insured is less than the market value of your car immediately before the time of the loss.

### **Unit**

means a unit, villa, townhouse or apartment in a strata title development. It does not include common property.

### **We, us and our**

means AAI Limited ABN 48 005 297 807.

## **White goods**

see page 18.

## **You/Your**

for contents insurance cover, see page 16. For car insurance cover, see page 51.

# How to contact us with a complaint

## Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

## Contact us:

**By phone:** 1800 429 598

**By email:** [customer.relations@essentialsbyaai.com.au](mailto:customer.relations@essentialsbyaai.com.au)

Complaints can usually be resolved on the spot or within **5** business days.

## Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

By phone: 1300 104 605

By Email: [idr@essentialsbyaai.com.au](mailto:idr@essentialsbyaai.com.au)

In writing: Essentials by AAI Internal Dispute Resolution,  
PO Box 14180, Melbourne City Mail  
Centre VIC 8001

Customer Relations will contact you if they require additional information or if they have reached a decision. When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

## Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

By phone: 1800 931 678

By email: [info@afca.org.au](mailto:info@afca.org.au)

In writing: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

By visiting: [www.afca.org.au](http://www.afca.org.au)

# General Insurance Code of Practice

We support the General Insurance Code of Practice.

You can get a copy of the code from the Insurance Council of Australia website ([insurancecouncil.com.au](http://insurancecouncil.com.au)) or by phoning **(02) 9253 5100** or **1300 728 228**.

# Motor Vehicle Insurance and Repair Industry Code of Conduct

This code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication.

We are a signatory to and support the code.

# Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone. We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police. Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills;
- staged vehicle or home incidents;
- false or inflated home or vehicle claims;

- home or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: 1300 881 725.

Let's work together to reduce the impact of insurance fraud on the community.

## Financial hardship

### Where you owe us money

If you owe us money and you are experiencing financial hardship, you can ask us to assess whether we can give you assistance. To access our financial hardship processes please contact us on 1800 429 598 or email [financialprofile@essentialsbyaai.com.au](mailto:financialprofile@essentialsbyaai.com.au).

We will ask you to complete an application detailing your financial situation, which allows us to make an assessment of your situation, and enables us to identify the best possible solution.

### Urgent financial need of benefits under your policy as a result of a claim

If as a result of an insured event under your policy, you need access to urgent financial assistance please let us know. We can fast-track the assessment and decision process of your claim, and/or make an advance payment, to assist in alleviating your immediate hardship.



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# How to contact us



**1800 429 598**  
**[essentialsbyaai.com.au](https://essentialsbyaai.com.au)**

**PO Box 1619**  
**Adelaide SA 5001**

PDS date prepared 8 December 2020

This insurance is issued by:  
AAI Limited  
ABN 48 005 297 807  
AFSL No. 230859  
ESS0000116/03/21 A