



Apia Assisted Living Residence Insurance

Accidental loss or damage cover
Product Disclosure Statement



Part of the
Suncorp Network

Welcome and thank you for choosing Apia

This Product Disclosure Statement (PDS) is an important document that tells you information you need to know about your policy. It is really important to read it carefully before you decide whether or not our cover is right for you.

By choosing Apia you can:



Manage your policy online



Make a claim 24/7 by calling **13 50 50** or online



Call **13 50 50** for extra support



The information in this PDS is current at the date it was prepared. From time to time, we may update some of the information in this PDS that is not materially adverse to you without notifying you. Please contact us for a free copy of any of these updates. Other changes will be made by a Supplementary Product Disclosure Statement (SPDS) which we will give to you.

PDS preparation date 3/11/2020

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In this PDS you will be referred to the Assisted Living Residence Insurance Additional Information Guide. This guide is available at apia.com.au and contains further information about premiums, excesses and discounts. Please contact us for a free copy.



Some words in this policy have special meanings. Most of the words with special meanings are defined in section 10 'Words with special meanings' on page 59.

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Important things to know upfront

Before we get into the specifics of your policy there are important things to know upfront. This includes:

- key summary information about your cover;
- a what to do in the event of a claim checklist;
- information about your contract with us;
- communicating with you electronically;
- information about your cooling off period;
- your responsibilities and when you need to contact us;
- information about your sum insured and the excesses that apply to your claim;
- important information about us.

Key information about Apia Assisted Living Residence Insurance



Type of insurance

This policy provides cover for accidental loss or damage to your contents inside your room (your residence) at an assisted living facility.



We do not cover loss or damage to your residence.



What we cover

Accidental loss or damage

We cover accidental loss or damage which includes cover for incidents like storm, flood, fire (including bushfire), escape of liquid and impact.

Legal liability

We cover your legal liability to pay compensation for death of, or bodily injury to other people, or for loss or damage to their property.



What we pay

The most we will pay for loss or damage to your contents for any one incident is the contents sum insured shown on your certificate. The most we will pay for an individual item, pair, set or collection under your policy is **\$1,000**.

The most we will pay for all claims arising from one incident for legal liability covered by this policy is **\$10 million**, including all associated legal costs.

We will pay up to the limits outlined under the Optional cover.



This is a summary only. Like all policies, there are conditions, limits and exclusions that apply so you need to read your policy for full details.



Optional cover you can pay extra for

There is an optional cover that you have to pay extra for. If the optional cover applies to your policy it is shown on your certificate. See section 5 'Optional cover you can pay extra for' on page 35 for more information.













Exclusion for new policies

We do not insure you for bushfire, storm, storm surge, flood or tsunami in the first **72** hours of your policy. Very limited exceptions apply. For full details see page 21.

Summary of cover

Limits, conditions and exclusions apply. Read your policy for full details.

We cover your contents for accidental loss or damage inside your residence caused by an incident during the period of insurance. Accidental loss or damage includes loss or damage from incidents such as:

<p>Flood But we do not cover loss or damage caused by actions or movements of the sea.</p> 	<p>Escape of liquid But we do not cover wear, tear and gradual deterioration or loss or damage as a result of a gradual process of leaking, splashing, dripping or overflowing.</p> 
<p>Storm But we do not cover loss or damage caused by actions or movements of the sea.</p> 	<p>Impact But we do not cover the cost of removing or lopping trees or branches that have not damaged the contents.</p> 
<p>Storm surge But we do not cover loss or damage caused by storm surge that does not occur at the same time as loss or damage caused by storm.</p> 	<p>Damage by an animal But we do not cover loss or damage caused by insects, vermin or rodents.</p> 
<p>Lightning But we do not cover loss or damage caused by lightning where the Australian Government Bureau of Meteorology has no record of lightning in your area at the time of the loss or damage.</p> 	<p>Explosion But we do not cover the cost of repairing or replacing the tank or container that exploded.</p> 
<p>Fire (including bushfire) But we do not cover loss or damage to your contents from arcing, scorching or cigarette burns, unless and only to the extent that a fire spreads from the initial burn spot.</p> 	<p>Riot, civil commotion or public disturbance But we do not cover loss or damage caused by you or someone who lives at the assisted living facility.</p> 


<p>Earthquake and Tsunami But we do not cover loss or damage that occurs more than 72 hours after the earthquake or tsunami.</p> 	<p>Malicious acts or vandalism But we do not cover loss or damage caused by you or someone who lives with you in your residence.</p> 
<p>Theft or burglary But we do not cover loss or damage by someone who entered your residence with your consent.</p> 	

Legal liability

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Optional cover

(This is a cover you pay extra for)

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We understand 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, call 000.

STEP 2

Try to prevent further loss, damage or liability.

(e.g. if there is a broken window, try to arrange for it to be covered to prevent further water damage from the rain).

STEP 3

Report any theft and malicious damage to the police as soon as possible.

You may require the assistance of the assisted living facility management to do so.

Give them a list of all stolen or damaged items. Keep details of the date reported, name of the police officer, police station reported to and the report number.

STEP 4

Contact us as soon as possible by calling 13 50 50 or online.

If you delay reporting your claim, we will 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. a window broken in a storm). For electrical items, please have details about the make and model. If the damage to your contents was caused by another person, if possible, please provide us their name and address, or if applicable, their registration number. See 'When your excess will be waived' on page 13.

Our agreement with you

If you buy this insurance from us, your contract is made up of your certificate, this PDS and any SPDS that we have given you.

Communicating with you electronically

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 'What happens with cancellations' on page 53.

There are limits to what we will pay and some things we don't cover

Like every insurance policy, there are exclusions, conditions and limits that apply to your policy. There are some things we don't cover whatever the circumstances, these are found in section 3 'Things we don't cover' on pages 19 to 29. There are also specific things we don't cover explained in sections 4 and 5 which are particular to the cover under your policy.



In this PDS we use  and  icons to help describe what's covered and what's not covered.

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.

Your responsibilities

- take steps to prevent theft, loss, damage or legal liability (e.g. ensuring valuable items are stored securely);
- maintain door locks and window locks in good working condition;
- follow all of the terms and responsibilities set out in your policy;
- ensure that the contents at the residence are kept in good condition (e.g. there are no rings (jewellery) where the claw (surrounding the stone) is obviously damaged or worn);

- 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

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

- you have had another insurer cancel or decline an insurance policy, impose specific conditions on a policy or refuse a claim;
- you need to change the contents sum insured;
- any detail on your certificate is no longer accurate.

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 excess, 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 **13 50 50**.

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.

About your sum insured

Make sure your sum insured is adequate

Underinsurance can expose you to serious financial loss if a claim occurs. It is your responsibility to select a sum insured that meets your needs in the event your contents are damaged or destroyed.

To help you calculate the replacement value of your contents, we provide a 'Contents Calculator' that you can access at our website, www.apia.com.au

Review your sum insured regularly

To ensure your sum insured is adequate it is important to review it regularly, being mindful of items purchased recently and ask us to change the sum insured when required.

If you over-insure

We will not pay more than the amount of the assessed quote to repair or replace your contents. Again, it is important to review your sum insured regularly. We will not refund any premium paid for over-insuring.

Adjustments on renewal

Apia will consider a range of factors that can influence the cost to repair or replace your contents. We may choose to adjust your contents sum insured shown on your certificate at the end of each period of insurance, to account for various factors including inflationary trends. However, you still need to consider if your contents sum insured is sufficient for your situation. Please ask us to change the sums insured for any items insured as Personal valuables – specified items when required.

GST

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

Excesses that apply to your claim

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 amount and types of excess are shown on your certificate.

Excess type

Contents excess	This excess applies to all claims (including legal liability claims), unless stated otherwise in your policy.
Personal valuables – specified items excess	The optional cover ‘Personal valuables – specified items’ has its own excess that applies to claims made under the personal valuables cover.

When your claim is for contents and personal valuables – specified items

When your claim is for both contents and Personal valuables – specified items, the higher of your contents or personal valuables – specified items excess applies.

When your claim is only for personal valuables – specified items

The Personal valuables – specified items excess shown on your certificate (and not the contents excess) applies.

How to pay your excess

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

- you can pay the excess(es) directly to us before we finalise your claim;
- the excess(es) can be deducted from the amount we pay you for your claim (if any).

We will not cover any legal or other costs that arise because of any delay in paying the excess.

When your excess will be waived

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 in your residence). 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 applicable, the registration number of the vehicle.



If you cannot identify the person responsible and/or give us their name and address (and if applicable, their 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.

Important information about us

This important information about us statement was completed on 3/11/2020.

Who are we?

Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996 (Apia), authorised representative No. 239591. The contact details for Apia are on the back cover.

Who do we act for?

Apia is an agent (acting under a binder) and authorised representative of AAI Limited ABN 48 005 297 807 (AAI Limited). AAI Limited holds Australian Financial Services Licence No. 230859. The contact details for AAI Limited are on the back cover. AAI Limited has authorised this 'Important information about us' statement.

AAI Limited has prepared this PDS and is the insurer of the policies referred to under 'What financial services do we offer' that are arranged by Apia. Apia is a wholly owned subsidiary of AAI Limited and both are members of the Suncorp Group. As AAI Limited is regulated by the Australian Prudential Regulation Authority (APRA) it is exempt from the requirement to hold professional indemnity insurance cover. AAI Limited as the insurer will receive the premiums paid for the policy.

What financial services do we offer?

Apia is authorised by, and acts on behalf of AAI Limited to issue insurance under a binder, to arrange, vary and cancel insurance, handle and settle claims and provide general and personal financial product advice in relation to Apia branded general insurance policies issued by AAI Limited.

How are we paid for providing the financial services?

Apia does not receive any commissions or benefits from AAI Limited for giving you advice or for the insurance policies it arranges. AAI Limited and other Suncorp Group companies provide Apia with the resources it needs to provide the financial services, such as staff employed by the Suncorp Group of companies. In addition to their salary, staff may receive bonuses if they achieve their performance targets. You will not be charged an additional fee as a direct result of this.

How we will deal with a complaint

Apia provides a complaint resolution process. For full details see page 55.

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What we cover – the basics

This section describes the basics of:

- what we cover and do not cover as your contents;
- who we cover;
- where we cover and how we cover different types of contents.

What we cover as your contents

We cover

Contents are items that you own and that are kept in your residence for domestic use. Contents are items which are not permanently attached to your residence such as, but not limited to:

- domestic furniture and furnishings;
- household goods, medical equipment and aids, clothing and other personal effects owned by you;
- home computers and printers;
- motorised wheelchairs and mobility scooters that are normally kept with you in your residence which do not require registration, unless the relevant state or territory authority requires the wheelchair or mobility scooter to be registered;
- belongings normally worn or carried by you;
- sporting, recreational and leisure goods and equipment;
- portable electronic and electrical items and their accessories (e.g. iPads, mobile phones);
- photographic and optical equipment.

What we do not cover as your contents

Contents does not include:

- cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, tickets, money orders or stamps (not in a set or collection);
- commercially produced audio and video media, music and video data files, records, computer discs, computer software and game cartridges;
- motor vehicles and motorcycles;
- watercraft, aircraft and aerial devices;
- tools of any description;
- any items owned by the assisted living facility in which you are a resident.

Who we cover

In your policy with us, You/Your refers to the person or persons named as the insured on your certificate and your spouse or partner who normally lives with you in your residence.

The most we will pay for contents

The most we will pay for loss or damage to all contents arising from any one incident is the contents sum insured shown on your certificate plus any Personal valuables – specified items sums insured shown on your certificate. The most we will pay for an individual item, pair, set or collection under your policy is **\$1,000**.

Where we cover and how we cover your contents

Where we provide cover, and the limits that apply, differ depending on the types of contents you are insuring.

How we categorise different types of contents



Contents

We cover contents items inside your residence at the insured address shown on your certificate (e.g. clothes, pictures, books). These contents do not need to be listed. The most we will pay for an individual item, pair, set or collection under your policy is **\$1,000**.



Optional Personal Valuables – specified items

Personal valuables cover provides cover, at and away from the insured address, anywhere in Australia and New Zealand. You can ask us to insure the item by giving us the full description and replacement value. If we agree and you pay the additional premium, the item will be listed individually on your certificate. The sum insured for each item is the amount shown for each item listed. See 'Personal valuables – specified items' on page 36.

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3

Things we don't cover

There are some things we don't cover under your policy and we want to be upfront about this.



Remember, there are also specific things we don't cover in sections 4 and 5 see pages 31 to 38.

Things we don't cover

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.

⊗ **Aircraft shock waves**

the gradual effects of vibrations, or shock waves caused by aircraft travelling at high speeds but we will cover you if you can clearly show us that the damage was caused by a single destructive incident covered by your policy.

⊗ **Animals**

- any animal owned by you or that you are responsible for but we will cover your legal liability for your domestic dog or cat to the extent cover is provided by the 'Legal liability' section;
- any animal allowed onto the assisted living facility by you, or anyone living at the assisted living facility;
- any loss or damage where the animal is not trapped inside your residence;
- insects, vermin or rodents, but we will cover:
 - fire damage they cause;
 - water damage they cause.

⊗ **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 your legal liability under 'Legal liability' cover, to the extent your legal liability arises from your use of pesticides or herbicides at the residence.

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;
 - failing to install a balcony railing or balustrade when required;
 - dangerous goods and liquids;
 - control and safe keeping 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, storms, storm surges, floods, tsunamis in the first 72 hours of cover**

a bushfire, storm, storm surge, flood or tsunami in the first **72** hours of cover. But we will cover these events if this policy began on the same day:

- you become the owner or occupant of the residence;
- that another policy covering your contents expired or was cancelled, but not when you cancelled the policy prior to its expiry date, and only up to the sum insured covered under the expired or cancelled policy (any increase in sum insured will not be covered for these events for the first **72** hours specified).

✘ **Chemical damage when cleaning**

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

✘ **Chips and scratches**

a breakage that does not extend through the entire thickness of the damaged item (e.g. chips or scratches).

✘ **Computer virus or computer hacking**

a computer virus or computer hacking.

✘ **Contents not in good condition**

any part of the contents not being in good condition, such as, but not limited to:

- the TV is not securely attached to the wall;
- there are rings (i.e. jewellery) where the claw (surrounding the stone) is obviously damaged or worn.

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

✘ Defects, faults, workmanship

inherent defects, faulty design, structural defects, structural fault or faulty/poor workmanship (e.g. structural posts, beams or load bearing walls have been removed without taking into account structural engineering requirements), if you knew or should have reasonably known about it (e.g. because the defect or fault was able to be observed by you).

✘ Deliberate damage to a reservoir or dam

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

✘ Deliberate or reckless acts or omissions

an act or omission by you, your family, anyone living in your residence, 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.

✘ Hazardous materials

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

✘ Lightning

lightning unless the Australian Government Bureau of Meteorology has no record of lightning in your area at the time of the loss or damage.

✘ Mechanical, electrical or other failure

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 contents unless it is otherwise excluded by your policy;
- lightning.

✘ Mould or mildew

mould or mildew at the insured address unless it was directly caused by an incident covered by your policy and there is no evidence of pre-existing mould in your residence.

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

⊗ **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, war like activity (whether war is declared or not), military coup, hostile acts of sovereign or government state-sponsored entities;
- any looting or rioting following these incidents.

⊗ **Riot, civil commotion or public disturbance**

a riot, civil commotion or public disturbance caused by:

- you or someone who lives at the assisted living facility;
- someone who entered the insured address:
 - with your consent;
 - with the consent of someone who had your authority to allow them access to the insured address;
- nuclear or biological devices.

⊗ **Scorching, smoke, ash or soot when your residence has not caught on fire**

- heat, ash, soot and smoke when your contents have not caught on fire, unless it is caused by parts of the assisted living facility burning or as a direct result of a fire within **100** metres of the assisted living facility;
- 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);
- pollution, or vapour, from a home heater or a cooking appliance, unless a fire spreads from the initial source;
- gradual exposure to fire, heat, ash, soot and smoke due to recurring events of fire or bushfire over a period of time.

⊗ **Storm surge**

storm surge unless the loss or damage occurs at the same time as the insured loss or damage to your contents caused by storm.

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

✘ Theft or malicious acts or vandalism

theft or malicious acts or vandalism by:

- you or someone who lives in your residence;
- someone who entered your residence with:
 - your consent;
 - the consent of someone with authority to allow access to your residence.

loss or damage:

- if you or someone living with you encouraged or incited the malicious acts or vandalism.

✘ Wear, tear and gradual deterioration

any part of your 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 rugs, furniture and furnishings;
- fading of curtains and drapes;
- gradual weathering of pot plants;
- wear and tear by the gradual process of leaking, splashing, dripping or overflowing.

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.

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.

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 the police or other emergency services in attempting to obtain entry at the residence in connection with an incident covered by your policy.

Contents in the open air

loss or damage to your contents items in the open air except the contents items you have chosen to cover under optional cover 'Personal valuables – specified items' page 36.

Cleaning

the cost of cleaning undamaged contents.

Earthquake and tsunami

loss or damage that occurs more than **72** hours after an earthquake or tsunami.

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:

- 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.

We do not cover:

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 and cochlear implants.

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 they were stored on is lost or damaged in an incident covered by your policy; 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 or personal valuables

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

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.

Tree lopping

loss or damage caused by, connected with or arising from, or liability caused by, connected with or arising from:

- the cost of removing or lopping trees or branches that have not damaged the contents;
- trees being lopped, felled or transplanted by you or someone authorised by you.

We do not cover:



Tanks that explode

repairing or replacing tanks or containers that explode, but we will cover damage to your contents caused by the explosion.

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 residence 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.

Aircraft

you using or owning any aircraft or the facilities to land or store aircraft, but we will cover:

- a remote controlled model or toy aircraft with a wingspan up to **1.5** metres (but not a drone);
- a kite designed to be held by a person on land or attached to a non-motor powered watercraft (e.g. surf kite).

Animals

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

Asbestos

exposure to, or potential exposure to, asbestos in any form.

Assisted living facility employees

death or injury of any person employed by the assisted living facility (or otherwise engaged to work at the facility) or damage to their property.

Buildings, property or land not at the insured address

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

Business activity

any business 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 residence.

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.

Erection or demolition

erection or demolition of buildings or structures.

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 other than 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 insurance 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;
- domestic gardening equipment (e.g. a ride-on mower).

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 in your residence;
- belongs to someone else and is in your physical or legal custody and control,

but we will cover your legal liability under a tenancy rental agreement when your contents in the assisted living facility 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 the assisted living facility.

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.

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4

What we cover – Accidental loss or damage and Legal liability

In this section we tell you about our cover for loss and damage to your contents and our Legal liability cover.

What you are covered for



Accidental loss or damage

We cover



We cover your contents for accidental loss or damage inside your residence at the insured address caused by an incident during the period of insurance.

Accidental loss or damage includes loss or damage from incidents such as:

- Flood;
- Storm;
- Storm surge;
- Lightning;
- Fire (including bushfire);
- Earthquake and tsunami;
- Theft or burglary;
- Escape of liquid;
- Impact;
- Damage by an animal;
- Explosion;
- Riot, civil commotion or public disturbance;
- Malicious acts and vandalism.

We don't cover



We don't cover anything in section 3 'Things we don't cover' on pages 19 to 30.

We don't cover your contents in the open air or outside your residence. Some cover may be available under the Personal valuables – specified items optional cover on page 36.

Limit



The most we will pay in total for any one incident is the contents sum insured shown on your certificate, unless we say otherwise in your policy.

The most we will pay for an individual item, pair, set or collection in any one incident is **\$1,000**.



Accidental loss or damage is loss or damage from an incident you did not intend or expect to happen (e.g. a painting accidentally falling off the wall, breaking your reading glasses).



We do not insure you for wear, tear and gradual deterioration. For full details see section 3 'Things we don't cover' on page 24.



When making a claim you must be able to prove that an incident covered by your policy took place. An incident is a single event, accident or occurrence which you did not intend or expect to happen (e.g. it means a single storm event, it does not mean rain over time).



Legal liability

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 or occupation of the residence at the insured address, unless such legal liability is covered under a policy not entered into by you, that covers that residence;
- if it results from fixtures and fittings attached to the residence 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.

We don't cover



We don't cover anything in section 3 'Things we don't cover' on pages 19 to 30.

Limit



The most we will pay for all claims arising from any one incident for legal liability covered by this policy is **\$10 million**, including all associated legal costs.



For examples of how we settle claims, see section 7 'How we settle claims – some examples' on page 47.

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5

Optional cover you can pay extra for

Some cover you can ask us to add as an extra on your policy.

If the optional cover applies to your policy it will be shown on your certificate.



All of the conditions of your policy and section 3 'Things we don't cover' on pages 19 to 30 apply to the Optional cover.



Personal valuables – specified items

We cover



We cover accidental loss or damage to Personal valuables – specified items at or away from the residence during the period of insurance. Jewellery and watches only are also covered anywhere else in the world for up to **30** consecutive days, but only while they are being worn by you or while in a secure safe.

A personal valuable – specified items is a contents items that is normally carried with you outside or away from your residence such as:

- jewellery, watches, handbags, wallets
- mobile phones, laptops, electronic tablets (e.g. iPads);
- portable electronic and electrical items and their accessories;
- sporting, recreational and leisure goods and equipment, but not whilst they are being used. However, we will cover bicycles whilst in use providing they are not being used for racing or pace-making;
- photographic and optical equipment e.g. glasses (but not a drone);
- drones (but not whilst in use) (see section 10 'Words with special meanings' on page 59);
- hearing aids;
- a wheelchair, mobility scooter or similar medical aids designed to assist with physical disabilities or the elderly;
- a motorised golf cart with **4** wheels.



Personal valuables – specified items (cont.)

We don't cover



- loss or damage outside of Australia and New Zealand unless the specified item is jewellery or a watch and it is lost or damaged whilst being worn by you or whilst in a secure safe and only if it is outside of Australia and New Zealand for less than **31** consecutive days;
- loss or damage to sporting, recreational and leisure goods and equipment whilst in use, but we will cover:
 - bicycles whilst in use, but not whilst being used for racing or pace-making;
 - motorised golf carts with **4** wheels whilst in use;
- loss or damage to any specified items that are used primarily for a business activity;
- restoration of your electronic records unless the electronic data or files were legally purchased and you cannot restore them free of charge;
- any contents on exhibit or up for sale, such as jewellery at an auction, artworks on display in a gallery;
- loss or damage to drones (see section 10 'Words with special meanings' on page 59) while in use;
- contents being packed, carried or transported from your residence to a new address on a permanent basis;
- anything in section 3 'Things we don't cover' on pages 19 to 30.

Limit

The most we will pay for any one incident is the sum insured shown on your certificate for each item.



This optional cover has its own excess see page 13.



Note: Under 'Personal valuables – specified items' you must give us the full description and nominated sum insured for each item you want us to insure. If you have this optional cover, the items covered are those individually listed on your certificate.

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6

Making a claim

We want to be there for you in your times of need.

In this section we set out how we help you when you make a claim and important information about:

- what you must and must not do;
- how to establish your loss;
- how we settle contents claims;
- what happens after we pay your claim.

Making a claim

What you must do

- allow us to inspect the damaged contents;
- allow us to arrange for experts to assess the 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 your claim (including attending an interview 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 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.

What you must not do

- 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 repairs to protect your 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 your contents. 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 your claim and/or recover from you any costs and/or any monies we have paid and/or cancel your policy.

Legal liability claims

You must tell us about any incident that has caused an injury to others or 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.

If you make a legal liability claim under your policy we can decide to defend you, settle any claim against you or represent you at an inquest, official inquiry or court proceedings. If we

decide to defend you, settle any claim against you or represent you, then you must give all the help we need, including help after your claim has been settled.

If we decline a claim or do not pay your claim in full

We will provide reasons for our decision to decline the claim or not pay it in full. We will send you written confirmation of our decision.

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 must also give us accurate and full details of what was lost, stolen or damaged.

Proving loss, ownership and value

You must give us proof of loss, value and ownership of items claimed when we request it.

Allowing us, a repairer or an expert appointed by us, to look at what is damaged is usually all that is needed to prove your loss. Sometimes though we might ask you to produce a copy of recent photographs of your contents or other proof that supports the extent of the loss you have suffered.

For lost, damaged or stolen items that are no longer available for inspection (e.g. because they were stolen or destroyed in a fire), you must validate your claim by giving us details of when and where they were purchased and proof of ownership and value. The type of proof we might ask for includes proof of purchase (e.g. a sales receipt that has the item description or code, a purchase price, date purchased and where the item was purchased), a valuation from a qualified professional valuer in Australia before the loss or damage occurred, original operating manual, manufacturer's box, certificate of authenticity, close-up photograph, proof of inheritance and a full description of the item (e.g. brand, model etc.).

For more valuable items including jewellery, watches, paintings, pictures, works of art and sculptures, we will ask for more evidence to substantiate your claim than we might for less expensive items. For individual Personal valuables – specified items over **\$3,000**, we will ask for a detailed description of the item, a valuation from a qualified professional valuer in Australia before the loss or damage occurred and a close-up photograph of the item as a minimum.

We do not consider that a statutory declaration of itself is acceptable evidence of proof of ownership and value.

If you are unable to reasonably substantiate your claim, we might reduce or refuse your claim.

How we settle contents claims

When your claim for loss, theft or damage to your contents (including Personal valuables – specified items) 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 sum insured and any lower policy limits.

If the cost of repair or replacement exceeds your contents sum insured (or applicable policy limit), 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 43 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 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 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);
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that are not covered by your policy (see section 3 'Things we don't cover' on pages 19 to 30);
- pay extra because you paid more for that item when it was originally purchased;
- pay extra to repair or replace undamaged parts (some limited cover is available in 'When we will pay in relation to undamaged parts' see page 44);
- 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. This does not apply to hearing aids.

‘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 (but not brand) 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.



Note: this is important when insuring your jewellery. We will not pay more because of the brand of your jewellery. We will replace to the same type, standard and specification but this does not mean same 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;
- include paying to replace or match undamaged parts or materials (some limited cover is available under ‘When we will pay extra in relation to undamaged parts’ see page 44).

When items may be replaced to a better standard

Refrigerators, freezers, dishwashers, air conditioners, washing machines and dryers with less than a 3 star energy rating

For these items when being replaced, ‘new for old’ means replacing with a new item of equal specification (but not brand) and if you agree, it means replacing with a minimum 3 star energy rating if this is available. It can be a different brand.

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).

Contents items that cannot or will not be replaced 'new for old'

For these items such as paintings, pictures, works of art, sculptures, ornaments, art objects, collections, sets and memorabilia and antiques (not jewellery), 'new for old' means that if the item cannot be replaced 'new for old' or repaired we will pay you what it would have cost to buy the item immediately before the loss or damage occurred, up to the relevant limit in your policy. We may engage an expert to help determine this.

Repairing or replacing damaged contents

We will only repair or replace contents that are lost or damaged in an incident covered by your policy. Apart from the limited circumstances where we will repair or replace undamaged contents (see 'When we will pay extra in relation to undamaged parts' on page 44) you cannot claim to replace undamaged contents. e.g. if a lounge chair which is part of a suite is damaged beyond repair, we will pay to replace that chair, not the whole lounge suite.

When we cannot match materials to undamaged parts

If we cannot find new materials to match undamaged parts, we will use new materials of a similar type, standard and specification that are reasonably and commercially available from Australian suppliers. It may not be the same brand line or product.



If you are not satisfied with the materials we find, you have two options before we commence the repair or replacement.



You can pay the extra cost of replacing undamaged parts to achieve a uniform appearance. See also 'When we will pay extra in relation to undamaged parts' on page 44.



We can pay you the amount of the assessed quote of repairing or replacing using materials that are the closest match available as quoted by a member of our supplier network. The assessed quote may be less than what it will cost you to repair or replace the item. We are able to secure supplier discounts from our supplier network.

When we will pay extra in relation to undamaged parts

If we cannot find new materials to match undamaged parts, we will pay extra (up to **\$1,000** per claim) to repair undamaged parts to achieve a uniform appearance in the following limited circumstances:

- **internal blinds and curtains**

we will pay extra to replace undamaged blinds and curtains in the same room within your residence.

- **carpets or other floor coverings**

we will pay extra so that continuously joined undamaged and matching carpets and other floor coverings (that are covered as a contents item) in the same room within your residence, where the damage occurred will have a uniform appearance. This does not mean that we will always replace the undamaged carpets and flooring. Sometimes a repair may be possible.

After we pay your claim

Potential impact on cover and premiums

After a contents claim

If we pay part of, or the full contents sum insured, the contents sum insured is automatically reinstated and cover continues for the period of insurance at no extra cost. Any claim you lodge may also result in additional excess(es) being applied to your policy at renewal.

After claiming for a Personal valuables – specified item

If we pay you the sum insured for a Personal valuables – specified item (e.g. a **\$5,000** diamond necklace listed on your certificate), or pay to replace it, cover for that item stops and there is no refund of premium. If you want to cover any new replacement item as a Personal valuables – specified item, you will need to contact us and apply for cover for the new item, otherwise the only cover for this item will be as a contents item (limit of **\$1,000**).

Salvaged contents items

If we replace or pay you the full sum insured for an item, we then own the damaged or recovered item. We will need you to make the damaged or recovered items available to us.

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 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.

7 How we settle claims – some examples

These are examples only of how a claim payment might be calculated and are not part of your policy. You should read them only as a guide. Every claim is considered on an individual basis because every claim is different. Please note:

- all amounts are shown in Australian dollars and are GST inclusive;
- all examples assume that the policy holder is not registered for GST;
- the excess amounts may be different to the excess(es) under your policy. Refer to your certificate.

How we settle your claim – examples

Example 1 – Accidental damage to contents

You have purchased a new TV. When you are in your residence you stumble on a floor rug and knock the TV over. The TV no longer works. The most we will pay for an individual item, pair set or collection in any one incident is \$1,000. In this example, your contents excess is \$200.

What you are claiming		Additional information
Total amount to replace the TV	\$1,000	A member of our supplier network determines that the TV cannot be repaired or replaced within the limits of your policy. We settle your claim for \$1,000 which is the most we will pay per item, pair set or collection.
Less excess payable	-\$200	In this example, you pay the excess to us.
Total claim	\$800	

Example 2: Total loss

Your contents sum insured is \$10,000. There is a fire at your residence and we determine that your contents are a total loss. In this example, you have a contents excess of \$200.

What you are claiming		Additional information
Contents sum insured	\$10,000	We are satisfied with the proof you have provided us about the contents you have lost in the fire. Our settlement to you is a combination of replacement through our suppliers and cash. The most we pay for each individual item, pair set or collection in any one incident is \$1,000, up to the contents sum insured in total.
Less excess payable	-\$200	In this example, you pay the excess to us.
Total claim	\$9,800	

Example 3: Optional cover personal valuables – specified items

You have insured your engagement ring for \$6,000 under the Personal valuables – specified items optional cover on your policy (and this is shown on your certificate). While you were shopping your ring slipped off your finger and you are unable to find it. In this example, you have a \$100 Personal valuables – specified items excess.

What you are claiming		Additional information
Engagement ring	\$5,000	We are satisfied with the proof you have provided us for the lost engagement ring which included photographs, a detailed description of the item and a professional valuation from a licensed jeweller. A member of our supplier network is able to replace the ring on a new for old basis within the sum insured shown on your certificate for that item.
Less excess payable	-\$100	In this example, you pay your excess to us.
Total claim	\$4,900	As we have replaced your engagement ring this item is removed from your policy and there is no refund of premium. If you want to cover the replacement ring as a Personal valuable – specified item then you will need to apply for new cover.

Example 4 – Legal Liability

While on your motorised scooter, you accidentally hit a parked car causing damage and scratches to the paintwork of the vehicle. The cost to repair the damage to the vehicle is \$1,200. It is determined that you are liable. In this example, your contents excess is \$200.

What you are claiming		Additional information
Your liability for property damage to other people's property	\$1,200	Under 'Legal liability', we cover your legal liability up to \$10 million, including all associated legal costs. We pay the person who claimed against you \$1,200.
Less excess payable	-\$200	In this example, you pay your excess to us.
Total claim	\$1,000	

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8

Important things to know – our contract with you

In this section, we set out more important information about your contract with us including:

- information about your premium;
- paying your premium and what happens when your premium is late;
- how your policy operates and responds where there are joint policyholders;
- how the GST affects this insurance;
- what happens with cancellations.

About your premium

The amount you pay for this insurance is called the premium. The premium includes any applicable GST, stamp duty, other government charges and any levies that apply. The premium will be shown on your certificate as the total amount payable or instalment amount.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and your contents to calculate the premium.



Refer to the Assisted Living Residence Insurance 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.

If we agree, you can pay the premium by monthly instalments or by half-yearly or quarterly payments.

If you ask to pay the premium 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, half-yearly or quarterly payments

If you do not pay the premium due on renewal by the due date, you have no cover from the due date, unless we tell you otherwise. If your half-yearly or quarterly payment is overdue during the period of insurance, we can cancel your policy by giving you advance notice of the cancellation.

Late monthly instalments

If you pay your premium by monthly instalments and a monthly 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.

Joint policyholders

When you insure your contents in the names of more than one person and all of those people are named insureds on your certificate, each person is a joint policyholder and is able to make changes that we agree with to the policy. The reasons for this is that these joint policyholders each have an interest or ownership in the contents.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder, as a statement, act, omission, request or direction by all policyholders. A policyholder means a named insured on your certificate.

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.

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.

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 were you to have 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.

What happens with cancellations

Cancellation by you

You can cancel this policy at any time. We will refund the unexpired portion of the premium (including GST if applicable) less any non-refundable government charges. We will not give a refund if the refund due is less than **\$5** (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 policy when the law allows us to do so. We will refund the unexpired portion of the premium (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund due is less than **\$5** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

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9

What to do if you have a complaint and other important information

We will always do our best to provide you the highest level of service but if you are not happy, here is what you can do.

This section includes information on:

- how to contact us with a complaint;
- the General Insurance Code of Practice;
- reporting insurance fraud.

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: 13 50 50

By email: customerservice@apia.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 240 531

By email: idr@apia.com.au

In writing: Apia Customer Relations Team, 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 the 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

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

By visiting: 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) or by phoning (02) 9253 5100.

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.

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10 Words with special meanings

Some words in this policy have a special meaning. It is 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.

AAI Limited

means AAI Limited ABN 48 005 297 807. AFSL No. 230859.

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.

Apia

means Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996.

Assisted living facility

means a facility that is fitted, furnished and staffed for the purpose or providing accommodation and nursing care to patients who have a continuing need for care.

Assisted Living Residence Insurance Additional Information Guide

see page 3.

Bicycle

means a standard bicycle that can only be propelled by pedalling It is not an e-bicycle. An e-bicycle means a bicycle with an integrated electric motor that can be used for propulsion with or without propulsion by pedals.

Business activity

means:

- any activity specifically undertaken for the purposes of earning an income;
- any activity registered as a business and which you are obliged by law to register for GST purposes.

Certificate

means the latest certificate we have given you. It is an important document as it shows the covers you have chosen and other policy details.

Collection

means a set of objects, specimens, writings and the like, gathered together and which collectively have a special value above that of the items individually if separated.

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

see 'What we cover as your contents' and 'What we do not cover as your contents' page 16.

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.

Drones

means an unmanned aircraft that can be remotely controlled or fly autonomously for recreational or photography purposes.

Event or incident

means a single event, accident or occurrence which you did not intend or expect to happen 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.

Excess

See page 13.

Fire (including bushfire)

means burning with flames.

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 lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

Illegal drugs

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

Insured address

means the address shown on your certificate where your residence is within the assisted living facility.

In use

means when the item is being used for the purpose it was designed.

Jewellery

means personal ornaments such as necklaces, rings or bracelets that are typically made from or contain jewels or precious metal. Jewellery includes antique jewellery but it does not include a jewellery box or uncut and unset gems, gold or silver nuggets, bullion and/or ingots.

Loss or damage

means physical loss or physical damage unless stated otherwise in your policy.

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.

Open air

means any area at the insured address not able to be enclosed on all sides and secured in such a way as to prevent access except by violent force.

Period of insurance

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

Personal valuables – specified items

see page 36.

Policy

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

Residence

means your room/s that you live in within an assisted living facility at the insured address that is solely for your use.

Set

means a number of things customarily used together or forming a complete assortment, outfit, or collection such as a set of dishes.

Sporting, recreational and leisure good and equipment

means equipment used for sporting, recreational and leisure activities (e.g. a camping tent or kayak). It does not mean a drone.

Storm

means a single weather event being, a 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.

Sum insured

see 'The most we will pay for contents' page 16.

Vermin

means small animals (e.g. geckos) or insects that are typically thought of as pests. Vermin does not include a possum.

We, our and us and Apia

means Apia on behalf of the insurer, AAI Limited.

You/Your

see 'Who we cover' on page 16.

This insurance is issued by AAI Limited
ABN 48 005 297 807 AFSL No. 230859
GPO Box 756, Melbourne, VIC, 3001

How to contact Apia:

By telephone: **13 50 50**

Via email: customerservice@apia.com.au

On the web: apia.com.au

In writing: GPO Box 756, Melbourne, VIC, 3001

13 50 50
apia.com.au



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