



Home Protection Insurance



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About this booklet

This booklet contains two separate sections:

Part A and Part B.

Part A – Product Disclosure Statement (PDS)

Part A of this booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

Part B – Policy Terms and Conditions

Part B of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact World Insurance Network Pty Limited.

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ABN 92 099 325 694
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About World Insurance Network Pty Limited (WIN)

About World Insurance Network Pty Limited (WIN)

World Insurance Network is an underwriting agency and the holder of Australian Financial Services Licence, Number 259701. WIN acts as Agent under underwriting authorities / binder agreements.

The shareholders in WIN are also shareholders either directly or indirectly through other legal entities they control, in Hemisphere Insurance Company Limited. The directorship of WIN and Hemisphere Insurance Company Limited are interrelated in that a director of World Insurance Network is also a director of Hemisphere Insurance Company Limited.

In arranging this insurance, World Insurance Network Pty Ltd is acting under an authority given to it by Hemisphere Insurance Company Limited, and is acting as the their agent and not as your agent.

WIN does not guarantee or underwrite this policy.

About Hemisphere Insurance Company Limited

- (a) Your insurance contract has been arranged or effected wholly or partly with an unauthorised foreign insurer that is not authorised under the Insurance Act 1973 to conduct insurance business in Australia. Such insurers are not subject to the provisions of that Act, which establishes a system of financial supervision of general Insurers in Australia.
- (b) Name and Postal Address of Insurer:
Hemisphere Insurance Company Limited
Level 9, Bank of New Zealand Tower,
125 Queen Street Auckland, New Zealand
- (c) New Zealand is country of incorporation of the insurer which has a scheme of financial supervision of insurers.
- (d) Hemisphere Insurance Limited operates in Australia through its agent World Insurance Network Pty Limited, a wholesale underwriting agency and the holder of the Australia Financial Services Licence Number 259701. World Insurance Network acts as an Agent under an underwriting authority/binder agreement.
- (e) Hemisphere Insurance Company Limited is a registered New Zealand Insurance Company operating in Australia as a Direct Overseas Foreign Insurance Company.
- (f) The shareholders in World Insurance Network Pty Ltd are also shareholders either directly or indirectly through other legal entities they control in Hemisphere Insurance Company Limited. The directorship of World Insurance Network Pty Ltd and Hemisphere Insurance Ltd boards are interrelated in that some of the directors of Hemisphere Insurance Company are also directors of World Insurance Network Pty Ltd and vice versa.
- (g) Hemisphere Insurance Company Ltd is not required to and has elected not to have a current rating under the provisions of the Insurance Companies (Ratings and Inspections) Act 1994 (New Zealand).
- (h) Policies issued in Australia by World Insurance Network P/L on behalf of Hemisphere Insurance Company Ltd will be governed by Australian law.
- (i) Proclaim Management Solutions Pty Ltd will handle all claims in Australia on behalf of Hemisphere Insurance Ltd.

Part A - Product Disclosure Statement (PDS)

For Home Insurance Policy

Insurer

The Policy is underwritten by Hemisphere Insurance Company Limited.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

Significant benefits and features

We believe the most significant benefits of this insurance Policy are that it protects:

- (a) your financial investment in your home on a New for Old basis if they are lost or damaged due to malicious damage, accidental loss or damage
- (b) you for your legal liability to third parties if they claim against you for compensation or expenses which you become legally liable to pay for:
 - the death of, or bodily injury to, any person
 - the loss of, or damage to, property

The Policy provides:

- (a) cover for your home up to the sums insured at the site, during the period of insurance, against:
 - accidental loss or damage (including events such as storm, fire, earthquake, and theft
 - malicious damagebut not loss or damage caused by tenants (their families) or their visitors.
We also cover you against:
 - fusion of an electric motor
- (b) legal liability cover for \$10,000,000 which includes:
 - liability for you or any member of your family in respect of ownership or occupancy of your home

This Policy also provides the following additional benefits:

- (a) Termite Damage
- (b) fees incurred directly in relation to repair or replacement of your home
- (c) removal of debris
- (d) extra costs of reinstatement necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home, up to \$10,000.
- (e) illegal use of a credit card or financial transaction card up to a maximum of \$5,000
- (f) temporary accommodation up to the highest of \$10,000, or 20% of the sum insured for your home where the home is so damaged by the insured event that it cannot be lived in

The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the Home Insurance Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover loss or damage:

- (a) intentionally caused by you or a member of your family or a person acting with your consent or the consent of a member of your family
- (b) resulting from or caused by:
 - inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
 - wear, tear, rust, corrosion, depreciation or gradual deterioration, mildew, mould or algae
 - any consequential loss other than that specifically provided by this Policy
 - water entering the home through an opening made for the purpose of alterations, additions, renovations or repair
 - erosion, subsidence, landslide or earth movement other than as a direct result of some specified events
 - flood, 'flood' means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir
 - the action of the sea, high water, tidal wave, tsunami

The Policy will not insure you or your family against liabilities arising from:

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist
- (b) death or bodily injury to you or to any person who normally lives with you
- (c) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (d) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 meters in length (except canoes, surfboards, surf skis or sailboards) or motorized water craft in excess of 10 horsepower
- (e) the conduct of any activity carried on by you or your family for reward except letting the home for domestic purposes or babysitting on a casual basis
- (f) directly or indirectly, out of or in connection with the actual or alleged use or presence of Asbestos
- (g) construction or demolition of a building, including the home if the value of the work exceeds \$75,000
- (h) the ownership or use of any motor vehicle

The Policy will not insure you or your family against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

These are only some of the events that are not covered by this insurance. Please read the Home Insurance Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

The amount of any claim made against the Policy may be reduced

- (a) where an excess applies (any applicable excesses will be shown in your Policy Schedule). A \$200 excess applies to earthquake claims (unless a greater excess is shown on your schedule)
- (b) if you do not comply with any Policy condition and this contributes to any loss or damage
- (c) when the home is unoccupied for a period in excess of 90 consecutive days and you have not advised us, the excess will be increased to 5% of the sum insured for the period that it is left unoccupied

You should refer to the General Conditions in Part B of this document for full details of all the General Conditions.

Some General Conditions include:

- you must tell us about changes that increase the risk of this insurance
- you must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury
- we may agree to insure your home only if certain specified burglary protection devices are installed. The required devices, are noted in the General Conditions in Part B of this document
- you must take reasonable care to:
 - protect and maintain the property insured under this Policy
 - prevent damage or injury to others or their property
 - minimise the cost of any claim under this Policy, or
 - comply with all statutory obligations and by-laws or regulations relating to the safety of person or property

If you do not, we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

Significant risks

This product may not match your expectations

This product may not match your expectations. You should read the PDS (Part A of this document) and the Policy Terms and Conditions (Part B of this document) carefully. Please ask WIN if you are unsure about any aspect of this product.

Your sum insured may not be adequate

The Policy provides replacement or reinstatement conditions for your home which means that claims are settled without contribution for age, depreciation or wear and tear. It is important that the sums insured you select cover the cost of replacing your home on a new for old basis. The sums insured that you select must make allowance for structural improvement (such as sheds, pergolas, and fencing), GST and any additional benefits that are included in the sum insured (for example: costs of removal of debris, architect's fees).

Over-insurance

If your home is damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. Therefore, there is no benefit to you in over-insuring your property.

Overdue premium

You must pay your premium on time otherwise your Policy may not operate.

If you pay any annual premium and you have not paid by the due date or your payment is dishonoured, or, if you pay your premium by installments and your first installment payment is dishonoured, this Policy will not operate and there will be no cover.

If you pay your premium by installments and any installment remains unpaid for:

- 14 days or more we may refuse to pay any claim
- One month or more we may cancel this Policy

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in Part B (Terms and Conditions).

A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

The cost of this insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

Premium payments can be made annually or by installments. You should arrange your method of payment through WIN. A quote for premium may be obtained from WIN.

Duty of Disclosure – What you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

New business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

- **Who needs to tell us**

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the Policy.

- **If you do not tell us**

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

Renewals, variations, extensions and reinstatements

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

- **You do not have to tell us about any matter**

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know

- **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

Privacy Statement

We are committed to protecting your privacy. We only use the personal information you provide to us to quote on and insure your risks. We only provide personal information to our underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy. We will not trade, rent or sell your information.

If you don't provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time.

If you provide us with personal information about anyone else, we rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

For more information about our Privacy policy, ask us for a copy.

How to make a claim

Please contact WIN to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section in Part B of this booklet.

Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact WIN and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to Insurance Brokers Disputes Limited (IBD), a free consumer service. Further information is available from our office, or contact IBD directly on 1300 780 808 or visit www.ibdltd.com.au

Cancelling your Policy

How you may cancel this Policy:

- you may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to WIN
- where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured

How we may cancel this Policy:

- we may cancel this Policy in any of the circumstances permitted by law by informing you in writing
- we will give you this notice in person or send it to your address last known to us

The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund.

To do this you may notify WIN electronically or in writing within 14 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim.

Even after the cooling-off period ends, you still have cancellation rights however WIN may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

Part B - Policy Terms and Conditions

For Home Insurance Policy

This Part does not form part of the Product Disclosure Statement

Insurer

The Policy is underwritten by Hemisphere Insurance Limited.

Our agreement with you

This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

The excesses set out in the section headed 'What you must pay if you make a claim – Excess' apply to all claims except where otherwise stated. The amount of an excess that applies to your Policy will be shown on your Policy Schedule. The exclusions in the section(s) headed 'When you are not covered' and conditions in the section headed 'General Conditions' apply to all types of cover.

Your Policy

Your Home Insurance Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you. Please read your Policy carefully, and satisfy yourself that it provides the cover you require. If you want more information about any part of your Policy, please ask World Insurance Network Pty Limited. The address and telephone number of World Insurance Network Pty Limited are on your Policy Schedule. You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

Other party's interests

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

How you can pay your premium

You can pay your premium:

- in one annual payment by cash, cheque, credit card or EFTPOS, or
- in monthly installments by direct debit from your credit card or from your account with your financial institution by accessing payment facility at www.wininsurance.com.au

Paying your annual premium

You must pay your annual premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

Paying your installment premium

If you are paying your premium for the first time by installments we will deduct installments each month on the day of the month that you nominate as your payment date. If you are renewing your Policy and you paid your previous Policy by installments, we will continue to deduct installments for your renewed Policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise. If you have nominated the 29th, 30th or 31st of the month as your payment date, we will deduct your installment payment on the next day if those dates don't occur in a month.

Details of your installments are shown on your Policy Schedule.

If your first installment of premium when you take out your Policy or renew it is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a claim under this Policy if, at the time the claim occurred, any installment of premium has remained unpaid for 14 days or more. If any installment of premium has remained unpaid for 1 month, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective. We are entitled to deduct from any amount we pay you under a claim any unpaid premium or installment of premium.

If you are paying your premium in installments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than seven days before your next installment is due.

Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

How Goods and Services Tax affects any payments we make

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium. The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive. When we pay a claim, your GST status will determine the maximum amount we pay.

When you are:

- (a) not registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover including GST
- (b) registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover less any Input Tax Credit to which you are entitled or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS)

You must advise us of your correct Australian Business Number & Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you. Where the settlement of your claim is less than the sum insured or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim. GST, Input Tax Credit, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

Words with special meanings

Some key words and terms used in this Policy have a special meaning. If words and terms are used in one Section of the Policy, we will describe their special meaning in that Section. Wherever the following words or terms are used in the Policy, they mean what is out below:

Word / Expression	Meaning
period of insurance	the period shown in the Policy Schedule
policy Schedule	the schedule of insurance or any endorsement schedule we give you
site	the address shown on your Policy Schedule where your home is located
we, our, us	Hemisphere Insurance Company
your family	any member of your family who lives permanently with you, including your partner and any of your student children boarding at school or university
you, your	the person(s), companies or firms named on the current Policy Schedule as the 'Insured'

Cover for your Home

This chapter contains the following three sections:

- Section 1: What 'Home' means
- Section 2: Cover for your Home
- Section 3: Cover for your Legal Liability

Section 1: What 'Home' means

What 'home' means

Your 'home' is the dwelling used entirely or primarily as a place of residence at the site shown on the Policy Schedule.

'Home' includes the following:

- outbuildings including sheds, glasshouses, greenhouses and conservatories, fixtures and structural improvements including fixed and permanently plumbed above ground or in-ground swimming pools, tennis courts, spas and saunas, jetties, fixed external blinds and awnings, clothes lines, flag poles, aerials and satellite dishes, boathouses, boat ramps and used for domestic purposes
- fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings
- services (whether underground or not) that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement
- landscaping, paved terraces, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site

What 'home' does not mean

'Home' does not include:

- carpets (whether fixed or not), curtains or internal blinds, unless you regularly lease out the home on an unfurnished basis
- earth or gravel pathways or driveways
- a hotel, motel, nursing home, boarding house, buildings or flats, strata title unit or caravan (whether fixed to the site or not)
- any building used for any business or trade, except a dwelling used principally as a place of residence that also contains an office or surgery
- trees, shrubs and any other plant life

Section 2: Cover for your Home

What you are insured against and what you are NOT

You are insured against malicious damage, accidental loss or damage (including the Specified Events listed below) to your home at the site during the period of insurance.

Specified Events

'Specified Events' means loss or damage directly caused by the following events (a) to (r):

- (a) fire
- (b) lightning
- (c) thunderbolt
- (d) explosion
- (e) implosion
- (f) earthquake
- (g) subterranean fire
- (h) volcanic eruption
- (i) impact ('impact' means a collision of two or more objects)
- (j) aircraft and/or other aerial devices and/or articles dropped from them
- (k) sonic boom
- (l) theft
- (m) breakage of glass
- (n) the acts of persons taking part in riots or civil commotion or of strikes or of locked-out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising
- (o) falling objects
- (p) water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes
- (q) storm, tempest, rainwater, wind, hail, tornado, cyclone or hurricane, freeze or weight of snow
- (r) power surge

You are NOT insured against loss or damage caused by tenants or tenant's visitors or a tenant's family.

There are some limits and exclusions described under 'How much we will pay' and 'When you are not covered', which you must read.

How we will pay

How we will pay:

(a) **at our option we:**

- repair the home, or
- replace the home to a condition substantially the same as, but not better than when new, or
- pay the reasonable cost of its repair or replacement to a condition substantially the same as when new, or
- pay up to the sum insured shown on your Policy Schedule

If your home is damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. When we pay your claim for your home being damaged beyond economic repair, the Policy is exhausted and comes to an end.

- (b) you may choose to have the home replaced at another site, but we do not pay more than the sum insured
- (c) if your home is damaged economic repair and you do not commence rebuilding within six months of the damage occurring, (or any other period which we agree with you in writing) you may have to pay an increase in cost caused by your delay
- (d) if part of your home is damaged and we agree to pay your claim, we pay only for the part or parts of the home that actually sustained damage. We do not pay to replace any undamaged materials

However, if:

- it is impossible to acquire new material to replace the damaged material that reasonably matches the undamaged portion to a similar extent as immediately prior to the damage occurring, and
- the amount of damaged material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching damaged and undamaged material was replaced

then we will replace the damaged and undamaged material.

(e) **where materials that are required to settle a claim that we agree to pay are not commercially available in Australia, at our option, we:**

- replace the materials with the nearest equivalent or similar new materials available in Australia or overseas, or
- pay the cost to replace the materials with the nearest equivalent or similar new materials available in Australia or overseas

Section 3: Cover for your Legal Liability

What you are covered against

We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- (a) the death of, or personal injury to, any person
- (b) the loss of, or damage to, property resulting from an occurrence during the period of insurance, arising out of the ownership of the home or occupancy of the home.

In this section we include land, trees, shrubs and other plant life on the site as part of your home.

'Personal Injury' means the following injuries, and/or resultant death:

- bodily injury
- shock, mental anguish or mental injury
- libel, slander or defamation of character

We do not cover the publication or utterance of a libel or slander:

- made prior to the commencement of the period of insurance, or
- made by at the direction of you or a member of your family with knowledge of its falsity, or
- relating to advertising, broadcasting or telecasting activities by or on behalf of you or a member of your family

'Bodily Injury' means physical bodily harm including sickness or disease that results from it and requires care, loss of services and/or resultant death.

'Damage to property' means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deed, mortgages, bank deposits and similar instruments, but does not include the value represented by such instruments.

An 'occurrence' includes continuous or repeated exposure to substantially the same general conditions.

We regard all death, personal injury or loss or damage to property arising from one original source or cause as one occurrence.

What you are NOT covered against

When we do not insure you or your family

- (a) against any liability caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos
- (b) against fines, penalties, or punitive, aggravated, multiple or exemplary damages

We do not insure you or your family against liabilities arising from:

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist except for your liabilities as a tenant under the terms of the lease for your primary residence
- (b) death of or personal injury to you or to any person who normally lives with you
- (c) death of or personal injury to anyone employed by you or by someone who lives with you if the death or personal injury arises out of their employment
- (d) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (e) any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
- (f) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 metres in length (except canoes, surfboards, surf skis or sailboards) or motorized watercraft in excess of 10 horsepower
- (g) the conduct of any activity carried on by you or your family for reward except for letting the home for domestic purposes or babysitting on a casual basis

Babysitting cannot be considered to be on a casual basis where:

- the babysitting is not of a casual nature
 - any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting
 - the income derived from babysitting is the primary or only source of the household's income
 - there is a registered business associated with the babysitting
- (h) vibration or the weakening of, removal of or interference with support to land, buildings or other property
 - (i) construction or demolition of a building, including the home if the value of the work exceeds \$75,000
 - (j) death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family
 - (k) the ownership of land, buildings or structures other than the home insured by this Policy
 - (l) loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family unless the action was reasonable and necessary to prevent or climate danger to person or property
 - (m) the lawful seizure, confiscation, nationalisation or requisition of the property insured
 - (n) destruction of or damage to property by any government or public or local authority
 - (o) the ownership or use of any motor vehicle

What we will pay

We pay up to \$10,000,000 for any one occurrence.

Additional benefits

We give you the following additional benefits. For any additional benefits to be payable, you must suffer or incur the relevant loss, liability or damage during the period of insurance.

We pay additional benefits 1 to 18 as part of the sums insured for home:

1. Termite Damage

What we will pay

We will pay up to the sum insured shown on your Policy Schedule for Damage caused by Termite Activity to timber that was undamaged or uninfected by Termite Activity prior to the commencement of the Policy and occurring before the expiry of the Policy.

How we will pay

Where the timber which is not wholly destroyed, or rendered structurally unsound, We will pay for its repair, or if We choose, We will arrange to repair the timber.

Such repairs will be in compliance with the requirements of the Building Code of Australia current at the time of repair.

Any replacement or repair of timber will be to a condition which is equal to, but not better than, the condition they were in immediately prior to Termite Activity occurring.

Where We are required to repair any part of the home, we will not pay more for the repairs than they would have paid to replace the damaged part of it had it been totally destroyed.

Reinstatement or replacement will only be to the extent that, in the circumstances, is reasonably sufficient.

Retreatment and additional treatments to control the Termite Activity will only be provided by Termguard Pty Limited, if necessary and under our guidance and direction, unless we determine otherwise.

Words with special meaning in this additional Benefit

Word / Expression	Meaning
damage	means (with Damaged and Damages having a corresponding meaning) means physical loss, damage or destruction
subterranean termites	means wood destroying insects belonging to the order 'isoptera' which commonly attack timber. Termites of the Kalotermitidae family are specifically excluded from the terms of this Policy
termite activity	means any telltale signs associated with 'active' (live) and/or inactive (absence of live) Subterranean Termites at the time of inspection

What we will NOT pay for:

- (a) damage occurring outside the Home and as shown on your Termguard Certificate of Termite Control
- (b) damage to carpets, furnishing and fittings, trees, fences, gates, garden structures and garden landscaping timbers
- (c) damage caused by You in investigating for Termite Activity
- (d) bodily or personal injury
- (e) treatment or inspection by another pest control company, other than inspections/treatments provided by Termguard Pty Limited when directly contracted by us
- (f) any incidental damage not directly related to the direct effects of the new subterranean Termite Activity
- (g) compensation for loss of income, devaluation of the home or for alternative accommodation
- (h) Termite Activity through the concrete slab, or where the slab has not been constructed in accordance with AS 2870-1996

General Conditions applying to this Additional Benefit

(a) You must first contact Termguard on 1800 642 101 to investigate any Termite Activity and in the first instance, Termguard will arrange any remedial action required to minimise further damage occurring. If you require further advice, or wish to make a claim, then you must give written notice to WIN, of Damage, as soon as reasonably possible after you become aware of that Damage.

(b) You shall use their best endeavours to preserve any property, or other evidence which might prove relevant, necessary or useful in connection with the investigation of any negotiation, defence or settlement of any Damage and, so far as may be reasonably practicable, no alternation, disposal or repair shall be effected without our consent, until We have had full opportunity to inspect and preserve any evidence.

(c) We shall be subrogated to and shall be entitled to prosecute in your name, at our own expense and for our own benefit, any cause of action (including a Damage for contribution or indemnity) which you may have against any other person or organisation, arising out of Damage in respect of which payment has been provided by Us under this Policy. It is not a requirement of the pursuit of subrogation, under this Condition, that actual payment first be made by You.

(d) You shall do nothing to restrict, compromise, prejudice or limit our rights of subrogation after Damage. If You do anything of the sort, including entering into any compromise or release of liability with any other party, we may adjust the payment provided under this Policy by the monetary equivalent of the prejudice caused to them.

(e) We shall have first right to the proceeds of any such recovery action but shall account to you for any amount which we may recover, in excess of the total amount of payments made under this Policy, after deduction of our costs of recovery.

(f) We shall have full discretion in the conduct of the investigation, defence, negotiation or settlement of any legal proceedings, in connection with any Damage or any subrogation recovery, and you shall provide all necessary information, cooperation and assistance as we may reasonably require in connection with any Damage or recovery. This shall be at the your own expense, except that we shall promptly reimburse You for any out of pocket expenses, other than remuneration, lost profits or opportunity costs, incurred in the provision of such information, cooperation or assistance.

(g) In the event of Damage, you shall promptly take at your own expense all reasonable steps to prevent or to mitigate further loss or damage, arising from that Damage, and to reduce the likelihood of Damages. Under no circumstance shall the expense of complying with this condition be recoverable under this Policy.

(h) You must provide to us, as soon as reasonably practicable, with written notice of every change which materially varies or alters any of the facts or circumstances, including introducing infested materials to the home, and/or disturbing external gardens, pathways, adjacent to the Home, and/or using untreated timbers for garden beds and/or retaining walls, and/or establishing lawns and/or garden beds adjacent to Home and/or covering weep holes in the brickwork or structure of the home, and /or storing or allowing the accumulation of timber, refuse, firewood or other materials close to the Home and/or making building alterations, renovations, additions (including pergolas, awnings, verandas).

Material change also includes your refusal to allow access to the home for routine inspections and reinjection of the Termguard System as recommended by Termguard and/or any damage or removal of the Termguard System at the home.

2. Extra Costs of Reinstatement

If your home is damaged as a result of an event insured under this Policy, and we agree to pay a claim, we pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home at the site. If only part of your home is damaged, we pay only the extra costs you incur in repairing that part.

We do not pay any extra costs which resulted from any notice which a statutory authority served on you before your home suffered loss or damage. The maximum we pay under this benefit is \$10,000.

3. Fees

If your home is damaged as a result of an event insured under this Policy, and we agree to pay a claim, we pay any reasonable fees which we have approved and which are incurred directly in relation to repair or replacement of your home.

4. Removal of debris

If your home:

- it is damaged as a result of an event insured under this Policy, and
- we agree to pay a claim

We pay the reasonable costs of demolition, removal and disposal of debris from the site to the nearest authorized facility. For uninsured property we will pay the cost necessarily incurred to remove that property from the building in order to repair or replace insured damaged.

5. Storm Damage Removal

We will pay the professional costs for the removal of tree stumps, fallen trees and branches and associated disposal costs necessarily incurred in order to repair or replace insured damage caused to the home. We will also pay for the removal of trees and branches from the site if they have caused damage to landscaped gardens.

6. Landscaping

We insure you for the reasonable costs incurred in restoring landscaping, which shall include trees, shrubs, plants (including lawns) garden plots, rockwork, paving and ornamentation directly caused by malicious damage or any specified event (a) through (p), listed under Section 2 'What you are insured against and What you are NOT'.

You are not insured against: loss or damage to trees, shrubs or plants by storm, or which is not sudden, unforeseen and accidental.

7. Temporary Repairs

We cover the reasonable expenses you incur for necessary repairs to protect your home against further damage following insured damage.

8. Replacement of locks and keys

We will replace or alter locks and/or keys if:

- i. locks to your home are damaged, or
- ii. keys to your home are lost, damaged or stolen from anywhere in Australia

No excess applies to this additional benefit.

9. Contracting purchaser

If you have entered a contract to sell the home, this Policy insures the purchaser from:

- a. when they become liable for any damage to the home until the contract is settled or terminated, or
 - b. until the purchaser insures the home
- whichever happens first.

10. Waiver of excess if your property is a total loss

You are not required to pay an excess if we agree to pay a claim as a result of damage that renders your home, beyond economic repair.

11. Automatic reinstatement of sum insured

This benefit applies to the sums insured for home as shown on your Policy Schedule.

Following payment of a claim other than a claim for total loss the sums insured will be reinstated, unless:

- a. you request otherwise
- b. we tell you otherwise

12. Inflation adjustment

This benefit only applies to your home sums insured as shown on the Policy Schedule. During each period of insurance we increase the home sums insured by 0.265 of 1% of the relevant sum insured shown on your current Policy Schedule per month until the next renewal date.

13. Modifications to the home

If you occupy the home insured by this Policy as your primary residence, and as a direct result of an event occurring at the site for which we agree to pay a claim:

- a. you, or
- b. a member of your family normally living with you

permanently become a paraplegic or quadriplegic, we pay up to \$10,000 for the cost incurred by you in modifying your home or in relocating to a suitable home. By the terms 'paraplegic' and 'quadriplegic', we mean paraplegia and quadriplegia that continues for a period of twelve months and for which there is a prognosis made by a qualified and registered medical practitioner that it will continue for an indefinite period.

14. Location costs – escaping liquid

If we pay for damage caused by liquid escaping from any fixed basin, shower base, or other fixed apparatus, fixed tanks, or fixed pipes used to hold or carry liquid, we will also pay the reasonable costs of locating the cause of the damage, and of reinstating the property damaged or disturbed in the course of work. We do not pay for repair or replacement of the apparatus, tank or pipe itself.

15. Loss of Rent or Temporary Accommodation

If the home is so damaged by an insured event that it cannot be lived in or let to tenants:

we pay up to \$10,000 or 20% of the sum insured for your home whichever is the higher, for:

- a. loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred, or
- b. additional cost of reasonable temporary accommodation where the home is your principal place of residence

If you are the landlord: we do not pay for loss of rent:

- c. if the home has not been tenanted for 60 consecutive days immediately before the loss, or
- d. you did not have a contract in place for your buildings to be tenanted within the 30 days immediately following the date of the damage
- e. any rent lost outside the period of untenability
- f. any rent lost later than 12 months after the damage occurs

16. Fire Brigade Attendance Costs

If a fire brigade is called to protect your home or its grounds against fire or another emergency, we will pay up to \$500 for any changes imposed by law or assumed by written agreement.

17. Mortgage Discharge Costs

We pay the reasonable legal costs incurred in discharging your mortgage following settlement of a claim for total loss.

18. Certificate of Title

We pay up to \$2,000 to replace the Certificate of Title to your home if it is destroyed or damaged by an insured event.

What you must pay if you make a claim – Excess

'Excess' means the first amount you must contribute to any claim you make under this Policy.

We deduct the excess shown in the Policy document or on the current Policy Schedule from the amount of your claim. For earthquake claims the excess is \$200, or the amount shown on your Policy Schedule, whichever is greater. All loss, destruction or damage occurring within a period of 72 hours of the earthquake is regarded as the one event. Where the home is unoccupied for more than 90 days there is an excess of 5% of the Sum Insured, while it is unoccupied.

When you are not covered

General exclusions applying to this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system

3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

Additional exclusions applying to this Policy

These additional exclusions apply to cover for your home.

This Policy does not cover:

- (a) loss or damage intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family
- (b) **loss or damage resulting from or caused by:**
- the lawful seizure, confiscation, nationalisation or requisition of the property insured
 - destruction of or damage to property by any government or public or local authority, other than fire brigade
 - flood, 'flood' means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir
 - erosion, subsidence, landslide or earth movement other than as a direct result of:
 - storm
 - earthquake
 - rainwater
 - escaping liquidand occurring no more than 72 hours after the event
 - the action of the sea, high water, tidal wave, tsunami
'tsunami' means a sea wave caused by a disturbance of the ocean floor or by seismic movement
 - water seeping through a wall or floor
 - water entering the home through an opening made for the purpose of alterations, additions, renovations or repair
 - inherent defects, structural defects, faulty workmanship, faulty design (if you knew or should have known about the defect or flaw) or any gradual process
 - wear, tear, rust, corrosion, depreciation or gradual deterioration
 - mildew, mould, algae, atmospheric or climatic conditions (other than storm)
 - settling, shrinkage or expansion in buildings, foundations, walls or pavements
 - the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair
 - any consequential loss other than that specifically provided by this Policy
 - any process of clearing involving the use of chemicals
 - vermin, birds or insects gnawing, biting, chewing, pecking, clawing, scratching or in any way polluting or contaminating your home other than the cover given by the Additional Benefit 1–Termite Damage
 - pollution or contamination from an animal kept by you
 - the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cooktop causes damage to the cooktop)
 - tree roots
- (c) **loss or damage to:**
- landscaping, trees, shrubs or plants as a result of storm, or as a result of an incident which is not sudden, unforeseen and accidental

General Conditions

Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change

Other interests

You must not transfer any interests in this Policy without our written consent. Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

Cancelling your Policy

How you may cancel this Policy:

- you may cancel this Policy at any time by telling us in writing that you want to cancel it
- where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured

How may we cancel this Policy:

- we may cancel this Policy in any of the circumstances permitted by law by informing you in writing
- we will give you this notice in person or send it to your address last known to us

The Premium

We will refund to you the proportion of the premium for the remaining period of insurance.

Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us

It is important for you to tell us of any change of address as soon as possible.

Changes

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples of circumstances where the risk of loss, damage or injury may increase include where:

- you no longer are the owner occupier of the home, because you now let the home to tenants or use the home as a holiday home
- you are having renovations undertaken
- the home is left vacant or unoccupied for a period exceeding 90 days
- the home falls into a state of disrepair
- your home is opened up to the public for an exhibition or similar event (including if it is not for reward), or
- you are participating in a public exhibition (including if it is not for reward)

Unoccupancy

If your home is unoccupied for more than 90 consecutive days, you must tell us and obtain our written agreement for cover to continue. If you do not do so, the excess stated in the Policy Schedule will automatically increase to 5% of the sum insured for the period in excess of 90 consecutive days during which you have left the home unoccupied. The period of 90 consecutive days is calculated from the date when the home was last occupied regardless of the commencement or renewal date of the Policy. 'Occupied' means that the home is furnished such that it is comfortably habitable and you, your family or someone with your consent has resided in the home overnight.

To be occupied the home must:

- contain at least one usable bed/mattress
- contain at least one dining table or bench, a chair and some other furniture
- contain a functioning refrigerator
- be connected to the electricity, and
- be connected to hot and cold running water

Salvage

We are entitled to obtain and retain any items or materials that are salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, if you agree to pay the market price for the items or materials.

Care and maintenance

If you do not take reasonable care to:

- protect and maintain the property insured
- prevent damage or injury to others or their property
- minimise the cost of any claim under this Policy, or
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property
- maintain all security and pest management arrangements you have told us about

we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

Adjustment of premium on renewal

If a claim occurs in the previous period of insurance and you do not notify us until after the premium for the current period of insurance was calculated, then you must pay any additional premium that would have been calculated had you told us about the claim on the day that the claim occurred. This condition does not affect any other rights that we have, including the rights that we have under 'Your Duty of Disclosure'.

Strata title mortgagee's interest

This cover applies only if you have arranged this Policy to insure only the interest of a mortgagee in a strata title unit. This cover only applies when you own part of a building that has been subdivided into strata, community or similar title units and you have a mortgage on that part of the building.

We will pay the mortgagee the lowest of:

- (a) the sum insured shown on the Policy Schedule
 - (b) the amount to repair the damage to a condition similar to but no better than when new
 - (c) if the body corporate (or similar) partially covers the loss, then the difference between what the body corporate's insurance pays and the cost of the damage, or
 - (d) the amount sufficient to discharge the mortgage held by you over the unit at the date of damage
- We pay only that part of the claim that applies to the interest of the mortgagee.

We only pay a claim if:

- (a) a claim would be payable under this Policy (and not subject to any exclusion or other limitation in the Policy)
- (b) the policy of the body corporate or similar does not apply or only partially covers the loss, and
- (c) the mortgagee requires you to discharge your mortgage

If you have arranged this Policy to insure only the interest of a mortgagee in a strata title unit:

- (a) no additional benefits are payable under this Policy
- (b) no legal liability cover is provided

Claims

What you must do

If an event happens which may give rise to a claim you must:

- take all reasonable precautions to prevent further loss, damage or liability
- notify the police immediately if any of your property is lost, stolen, or maliciously or intentionally damaged
- tell World Insurance Network Pty Limited as soon as possible. You will be provided with a claim form and advice on the procedure to follow
- supply us or our claims representative, Proclaim with all information we require to settle or defend the claim
- notify us of any other insurance covering the same loss, damage or liability
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person

In an emergency outside normal business hours you may ring our emergency service on **1300 883 203** for assistance. If in doubt at any time, ring World Insurance Network for advice.

What you must not do

You must not:

- authorise repairs to or arrange replacement of any of the property insured in connection with any claim without our consent, other than emergency repairs necessary to prevent further loss. If we agree to pay your claim, we will pay for these repairs, but you must retain all receipts
- admit liability if an accident occurs which is likely to result in someone claiming against you

What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have fully discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule. We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy



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