Name of Witness	Judith Carmel DOBROWA		
Date of Birth			
Address and contact details	Westlake		
Occupation	Retired Medicare Compliance Officer		
Officer taking statement	Detective Sergeant Paul Browne		
Date taken	09/09/2011		

I, Judith Carmel DOBROWA state;

- 1. I am years of age and currently reside with my husband in Westlake. I recently retired from full-time work and prior to that was employed as a Medicare Compliance Officer.
- 2. My home was flooded in January 2011, but not as a direct result of flood water. Instead our house was initially flooded by the sewer system with water coming up out of a sewer point in our yard and also inside the house through the toilet and other waste points. We have experienced this type of flood previously because our house is the lowest house in the street, in regards to the sewer mains. Much later that morning the storm water drain outside our home added more water to the problem.
- 3. As a result of the floods on 30th March 2011 I made a submission to the Queensland Floods Commission of Inquiry.

I am able to produce a copy of that submission (Attachment 1).

Exhibit number

4. At the time of the flood our home was Insured with CGU. As a result of the house being flooded in January 2011 and making a claim, we have since been advised that our claim is being refused.

Witness Signature Signature of office Page Number 1 of 10

5. We took this policy out in 1988 with our mortgage and have maintained it ever since. The policy was obtained thru Credit Union Australia (CUA) but it was called something else, possibly "CPS Credit Union" or similar. Initially I think CUA obtained the Insurance through an Insurer called 'GRE' but then that changed several times to eventually become CGU in 2003 and I remember we were made aware of it. Although the Insurer's name had changed we believed that the coverage remained the same.

I am able to produce a copy of this Insurance Policy (Attachmen	nt 2	2)
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Exhibit	number	 	
LIAHIDIL	HUHHUV	 	

- 6. We renewed this policy annually when it became due and believed it covered us for Home and Contents insurance. Each year we were provided with a copy of the policy at time of renewal. Also when CUA changed Insurers we received a letter notifying us of the change and from what I remember it was to the effect of their broker finding a better deal for members and simply meant that our policy was moved from one insurance company to another.
- 7. I cannot remember having ever received a copy of the Product Disclosure Statement (PDS) until after we began having problems with our claim and a Solicitor was able to obtain a copy of the PDS published in 2006 for us. After the flood we kept trying to get a copy of the PDS from CGU (I tried once and my husband tried twice) but they never sent one and continued sending me copies of the endorsement schedule. These were on CGU letterhead but sent through the Intermediary CUA.

- 8. We left our house at about 2am on the Wednesday morning of the flood and could only get back into our suburb at about 3 or 4pm on the Thursday afternoon. It was about that time that I made the claim and was not required to do anything other than contact the Insurer by phone. I tend to think even at that time they had decided they were not paying, and that was the end of the story. It sounded like I was not an individual, because in their reasoning they started telling me about Westlake and what had happened and I remember thinking to myself I don't pay insurance for Westlake, I pay insurance for Westlake. I thought they shouldn't be making decisions on whole suburbs or areas such as the Western side of Brisbane, but on individual circumstances.
- 9. When I rang CGU on the Thursday I ended up speaking to somebody Interstate (because their own office had been flooded), but the person I spoke with said they would take the details. They asked me: "do you know if it was caused by the River" and at that time I told them "No" it was caused by the Sewer. I was then told that if the flooding was caused by the River we were not covered as we were not covered for 'Riverine' damage. At that time I had never heard of that term but I have since heard a lot about it.
- 10. All of my policy and information was wet from the flood and not readily available but they took my details over the phone. I never heard from anybody after that and then about two weeks later I called them, and was told they had a record of my claim, but nothing more. Eventually on 2nd February I spoke with a lady Jacki BRIGGS (Home Claims Consultant) who rang me and told me they were rejecting my claim and any payment was being declined. I asked how they could reject the claim when they hadn't been to the house or spoken to either myself or my husband and was told the decision was based on a hydrology report which stated the damage was caused by the river which had gotten into Westlake.

Witness Signature... Signature of a
Page Number 3 of 10

- 11. I told her about the cause of our flood having been from the sewer and during that call I was very upset. I was told I could dispute the decision if I chose to. I didn't know where to go, but found out later through our local member Matthew BURKE that there were places you could go.
- 12. Surprisingly the next day (3rd February), Jacki BRIGGS called me back and told me that an independent external loss assessor from 'Crawfords' had been appointed and would come out. I don't know what changed between 2nd and 3rd February, but on 18th February David BENNETT (an Assessor) rang to arrange an appointment to inspect the house on 21st February. On that day he attended and I tried to show him my folder of sewer issues, but basically he said that because we are close to Mt. Ommaney Creek, then that may have had an impact. I gave him some photo's we had of were the water had backed up in our toilets etc. I also showed him the 1974 Brisbane City Council flood map, showing water across our street, but not on our side of the road. He told me he could not discuss it and that I had to go back to CGU.
- 13. A couple of weeks later I received another call from Jacki, who told me our claim was being refused because the assessor believed Mt. Ommaney Creek had caused the flooding. I was extremely upset on the phone and was having trouble dealing with the whole thing by then. She kept saying it was 'Riverine flooding', which I couldn't accept and again told me I could dispute it if I wanted to but they were declining the claim and would send a letter to that effect. The next day I received a letter from them blaming the Brisbane River and Mt. Ommaney creek. That letter is dated 04/03/11 and explained the dispute resolution process.
- 14. With the exception of the assessor arranging his appointment, most of the contact I had from CGU was via phone from Jacki and the few letters outlined above. I kept a diary record of most of the contact I have had with my Insurer and other various organisations. I also have copies of correspondence received.



- 15. I feel as though the Insurer didn't listen or respect our individual circumstances. Instead it felt like they were talking off a script all the time. Apart from the first couple of weeks we were kept informed of the progress of our claim (through phone calls and letters) but on most occasions when we tried to call them we had trouble getting through to Jacki. She was not an easy person to chase and usually I would have to leave a message, but she would usually ring me back within 24 hours.
- 16. After having our claim refused I contacted Matthew BURKE's office who is the local Brisbane City Council member. I also contacted Julie ATTWOOD (State Member of Parliament) and Bernie RIPPOL's office (Federal Member of Parliament). Following that on 25th February I contacted the Financial Ombudsmen and Insurance Ombudsman's office. I went around between a few different agencies and was eventually referred back to the Financial Ombudsman who I spoke with about a complaint.
- 17. Through the Commonwealth Public Service Union, I had a consultation with a Solicitor, who was successful in getting a copy of the PDS from CGU. A copy of that was sent to us and the Solicitor gave us some further advice re our entitlements under our insurance policy. Because of the cost we could not afford to pursue it any further at that time but have since spoken with a Solicitor from Legal Aid Queensland (LAQ) who is helping us and acting on our behalf in regards to internal Dispute Resolution with CGU and liaison with the Financial Ombudsman.

Witness Signature... Signature of of Page Number 5 of 10

- 18. On 20th June I received a letter from CGU advising the Dispute Resolution process had commenced. On 21st June I received a letter from the Financial Ombudsman advising my complaint fell within their Terms of Reference and querying if I had entered into dispute resolution with CGU. On 28th June I received a further letter from the Financial Ombudsman advising me that they had referred my complaint to the CGU dispute resolution process. I am not sure whether it was as a result of LAQ or the Financial Ombudsman contacting CGU which stirred up the letter from them about dispute resolution. I assume from the dates of the letters that it was after LAQ had contacted them. The nature of my complaint relates to their refusal to pay my claim, based on their opinion that the flooding was Riverine, when in fact it was flooding caused by the sewerage overflow.
- 19. I have since received a letter advising the dispute resolution is ongoing. CGU sent directly to me their response for the Financial Ombudsman instead of sending to LAQ even though they acknowledged LAQ were representing me. This response included a hydrology report from another insurance company for a property of different elevation and circumstances. The covering letter said it was de-identified but only the insured's name was removed. The document referred to the insured's address. I was disgusted with this as I believe that it was a total breach of privacy for the identified property. The advice I received from CGU about dispute resolution has been by letter only, no phone call or any other contact. At this stage CGU have responded to the Financial Ombudsman as have LAQ on my behalf.
- 20. I feel that CGU do not want to know about me.

- 21. At the same time that I was talking to my Insurance I was also talking to 'Urban Utilities' about the cause of the flood. In 1989 we had a similar complete inundation of the home for the same reasons and on that occasion our Insurance policy covered us for the damage. At the time Urban Utilities conducted smoke testing and identified that 19 residences in our area were incorrectly putting their storm water into the sewer. Because our house is at the lowest point in the sewer system once the water begins to back-up, it comes out of inspection points in our yard if the caps are removed or out of our floor wastes, toilets etc inside of the house. It is my understanding that Urban Utilities (or the predecessor) made those residents rectify the problem at that time.
- 22. In 2008 and 2009 we again had a lot of rain and a similar problem occurred, however on that occasion the water only came up in the yard, after my husband was able to quickly remove the outside caps and relieve some of the pressure. Following on from these events we began to liaise with Urban Utilities to identify and rectify the problem. On 26th August 2010 I received a letter from Urban Utilities advising that there was no money in that financial year to fund the works that were needed to fix the problem.
- 23. Unfortunately in January 2011 we were again flooded by the sewer. As a result of our communication with Urban Utilities, since the January flood I lodged a complaint through their Website. The following day a complaints officer from Urban Utilities 'Tasha' called me and a couple of days later Alan STEWARD, who we had dealt with previously when Urban Utilities was part of the Brisbane City Council. He visited with Engineers and decided to make my case a priority. Urban Utilities have since performed the works that were needed and installed what is called a reflux line / valve, which if maintained correctly should prevent us from being flooded by the sewer water again in the future. I have since received correspondence from Urban Utilities advising we can claim for compensation against them and we have had legal advice it is likely their Insurer would pay our claim.



- 24. Alan STEWARD also told me he had recommended a reflux valve for our property in line with the 1989 recommendation, but we would be unlikely to find that recommendation anywhere in writing.
- 25. In respect of our Insurer, Urban Utilities have told me that the sewer system was not breached by flood water during the January flood. Instead, it was again caused by other houses putting their storm water into the sewerage system. There has been considerable development in the area since 1989, however we remain the lowest house in the sewer line.
- 26. The January flood and the way we have been treated by both our Insurer and Urban Utilities, caused us significant health and financial issues. For example, I needed to retire to get the money to be able to afford to repair our property, just so that we could come home.
- 27. The estimated cost of repair to my property and out of pocket expenses as a result of the flood would be around \$200'000. This is only the financial and does not take into account the personal, emotional or health impacts on myself and my family, having had to go through this experience again. There are also the little things like the cost of tolls and petrol because of us having to live temporarily somewhere else and travel up and down the motorway every day for 17 weeks whilst the house was being repaired. Also having to go and have Hepatitis immunisations because of the exposure to sewerage.
- 28. Although our Insurance is arranged through CUA I never received any contact from them. I did not contact them myself because I was dealing with enough things at the time and thought it would only confuse things further if I had too many different things going on at once about the same problem. As most CUA customers with Insurance are insured through CGU, I believe they must know what is happening. I also know a lot of CUA customers who have found out the way CGU have handled

Witness Signature... Page Number 8 of 10

Signature of office

flood claims, and who are now considering changing from both, because of what has occurred.

- 29. If there is not something already, I would like to see Insurers made to have a guarantee of Insurance (reserve funds), similar to health insurance where Insurers are required to have a re-insurance pool to cover for natural disaster situations. This would be a safety net for both the insurer and the insured and allowing for equitable coverage.
- 30. Policy exclusions appear to be at the back of the PDS. Insurers are not up front about that and these need to be made clearer.
- 31. There is also no definition of 'Riverine flood', just 'flood'. Insurance companies need to ensure their policy exclusions are clearer.

I am able to produce a series of photographs depicting the damage to our home (Attachment 3).

Exhibit number

I am able to produce a copy of the letters and other correspondence referred to in this statement (Attachment 4).

Exhibit number

Witness Signature Page Number 9 of

Signature of office

32. Our claim has still not been settled to any satisfaction and I would ask the Queensland Floods Commission of Inquiry to consider some of these issues when making any future recommendations.



9th September 2011.

	Justices Act 1886
I acknowledge	e by virtue of section 110A(5)(c)(ii) of the Justices Act 1886 that:
(1)	This written statement by me dated 9 th September 2011 and contained in the pages numbered 1 to 10 is true to the best of my knowledge and belief; and
(2)	I make this statement knowing that, if it were admitted as evidence, I may be liable to prosecution for stating in it anything that I know is false.
Signe	Signature ed atWestlakethis9thday ofSeptember2011

Witness Signature Page Number 10 o

Signature of officer

Submission for Queensland Floods Commission of Inquiry

In my submission I would like to address several issues concerning the Brisbane floods.

Background

In the case of my family home built in 1986, we had water enter our home in the early hours of Wednesday 12th January 2011, through the sewer system. Later that morning the storm water drain outside our home added more water to the problem.

Not the first time this has happened, 1989, 2008, 2009 and now 2011. When you purchase a property, a search is not done to revel that your property sewer line is the lowest sewer line joining the main sewer line. You only find this out after a major down pour when neighbours have illegally connected their storm water pipes to the sewer line which can't cope with the additional storm water.

In 1989 the damage was considerable to a fairly new home, extremely inconvenient for a young family but was covered by the insurance company. The Brisbane City Council recommended putting a reflux valve at the end of our sewer line to stop the problem from ever happening again. But BCC then decided that it wasn't necessary as all illegal storm water diversions had been removed.

But properties change hands and weather patterns change. So since May 2008 we have been trying to get some positive help from our local councillor, state member, the BCC and now QLD Urban Utilities to fix our problem permanently.

I have watched my husband prematurely age due to constantly being on **sewer watch** whenever there is heavy rain. In the May 2008 and Nov 2009 event we were lucky enough to get the inspection caps off outside so the sewer water came up outside. But we had no hope of stopping it on 12th January 2011.

And still now almost three months on, neither BCC nor Urban Utilities have made an attempt to permanently rectify this issue. Our last advice from Urban Utilities was that they had finished their budgeted round of smoke testing for illegal connections for 2010/11 budget. We have been independently advised that the cost of a reflux valve is less than \$600 plus labour for installation.

1. Preparation and planning by governments

As a family we are totally disillusioned with both local and state government. The Wivenhoe Dam was touted as being able to save Brisbane from a repeat of the 1974 floods.

We knew our block of land had been built up to 4 meters higher to ensure that our slab was above habitable flood level. BCC even produced a flood map that showed that water should not have reached our land. Dredges used to regularly dredge the river during the early years but this ceased. This practice at least kept the silt to a reasonable level.

I firmly believe that the intended purpose of the Wivenhoe Dam somehow changed from a flood mitigation role to become a revenue raising cash cow. Priorities seemed to have changed and as with all botched plans, the dam operators seem to have been caught out with twice the capacity at too late a point in time. They then had no other option then open the flood gates with appalling results on innocent property owners. The emergency release from the dam was the sole contributing factor for the devastating results in the Brisbane area.

This was not a natural disaster ...it was man made...and those responsible should be held accountable. Full compensation should be given to all home owners and business that have suffered so unfairly.

2. Private insurers and their responsibilities

'Riverine flooding' and 'sunny day flooding' are both insurance terminology I had never heard of until this catastrophic event. Our insurance company CGU have denied our claim. They have indicated quite clearly during many interactions that are not interested in the sewer issue we have been having with BCC and Urban Utilities.

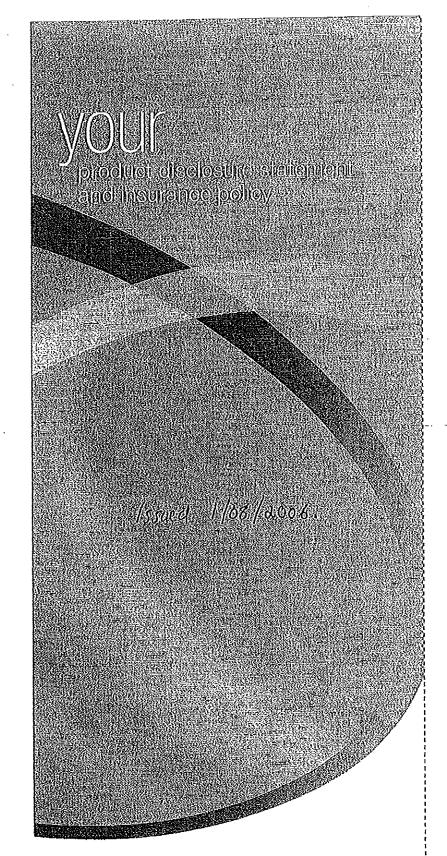
They have simply said that we are not covered for flooding caused by the Brisbane River which does not meet their requirements of flash floods or storm water runoff. One assessor even amazingly suggested that the sewer system had been breached by the Brisbane River. Also the fact that it was still pouring with rain in the evening of Tuesday 11th January would surely place our sewer flood within the 18-24 hours after rainfall had ceased for flash flood coverage.

The insurance industry in Australia is a becoming a rogue industry and must not be allowed to continue in the manner of the USA. There needs to be more consistency in policy structure and coverage with a form of federal government regulations and control over a re-insurance pool similar to health insurance coverage. And all insurance companies offering home and content insurance should have product disclosure statements written in plain English with up front exclusions.

The damage bill will be in excess of \$100,000 and we must fund our recovery ourselves. I have given up work due to stress related health reasons. We are still living with generous relatives until we can make our home habitable again.

Summary

I need to get our life back again; our health, our home and our happiness. And all the other people affected by this travesty deserve the same. I have faith that this Commission of Inquiry will assist in finding answers to the sad flooding saga.



cwa

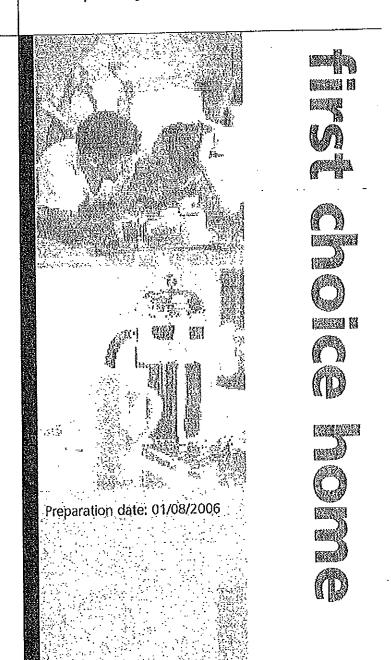


In arranging this insurance Credit Union Australia Limited ABN 44 087 650 959 AFSL No. 238317 is acting pursuant to an agreement with the General Insurer¹.

¹General Insurer details - see inside back cover.

first choice

home insurance product disclosure statement and policy



Insurer CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291 An IAG Company This Product Disclosure Statement (PDS) has been designed to help you get the most out of your policy.

Use the contents pages and topic index to help find what you are looking for. Important tasks such as taking out insurance or making a claim are explained in easy to follow steps. And we have included a glossary of words with a special meaning.

When you take out an insurance policy with us, the cover we agree to provide you is set out in your current schedule, and described in this PDS, as well as any Supplementary PDS we may issue. Together, they make up the terms and conditions of your insurance contract with us. Read them carefully and store them together in a safe place.

If you need more information about this PDS, please contact us or your insurance adviser.

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Contactus	BACK COVER

Listed Eventi OR Dicidental Damage?

First Choice Home Insurance

First Choice Home Insurance allows you to choose from two types of insurance cover: Listed Events or Accidental Damage.

- Listed Events provides cover for loss or damage to your buildings or contents as a result of the incidents listed on pages 12 to 17.
- Accidental Damage provides even greater cover than Listed Events. It also covers accidental loss or damage, plus a range of incidents listed on pages 17 to 20 under specific conditions.

The type of insurance cover you have chosen will be listed on your current schedule. First Choice Home Insurance also provides a range of additional covers and cover for your legal liability.

You can choose to take out a buildings policy, a contents policy, or a combined buildings and contents policy.

You can also add options to your policy for domestic workers' compensation, strata title mortgagee protection, or to extend your valuables cover.

Your buildings or contents will be covered up to the sum insured, as listed on your current schedule.

To find out what this policy covers, see next page ▶

For exclusions to this cover, see page 35

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Buildings we will cover

We will cover residential buildings, their fixtures and fittings and any structural improvements at your home.

Your buildings include

- residential buildings that you live in, including any professional offices or surgeries in those buildings
- domestic outbuildings
- · fixed coverings to walls, floors and ceilings
- these do Nor include fixed carpets, curtains or internal blinds
- infrastructure for services, including infrastructure for the supply of electricity, gas, water, internet and telephone
- items built in, fixed to, or on the buildings
- blinds or awnings on the outside of the buildings
- anything permanently built, constructed or installed on your property for domestic purposes.

Your buildings do NOT include

- buildings that a tenant is liable for under the terms of a rental agreement
- plants, shrubs, trees or grass, unless
- we are covering these under 'Trees, plants and shrubs replacement'.

For Trees, plants and shrubs replacement, see page 28 >

What we will pay for buildings

We will cover your buildings up to the sum insured, as listed on your schedule.

Contents we will cover

We will cover household goods or personal effects not fixed or fitted to buildings that you own or are legally responsible for.

9] WHAT THIS POLICY COVERS

- accessories and spare parts for motor vehicles, motorcycles, mini bikes, caravans, trailers and watercraft, that are not in, or on them
- Items thinly covered with gold or silver that are not jewellery or watches
- carpets, curtains or internal blinds
- · film, slides and prints, however
- we will only pay the value of these items as unprocessed material, and the cost of processing them
- if you purchased them already processed we will only pay their replacement value
- we will not pay the costs of recreating any event
- tapes, cassettes, cartridges and discs, however
- we will only pay the value of these items when blank unless they were pre-recorded when you purchased them
- computer software
- media purchased online, e.g. music, software, and videos
- landlords' fixtures and fittings that you are liable for under the terms of a rental agreement, unless
- the body corporate or similar body has insured them
- · fixtures and fittings that you have installed for your own use if you are a tenant, or the owner of a strata title unit, unless - the body corporate or similar body has insured them
- goods you use to earn an income at your home, however - goods do NOT include office and surgery equipment
- office and surgery equipment that you use to earn an income at your home
- unregistered motorised golf buggies, ride-on mowers and wheelchairs
- unregistered motorcycles or mini-bikes up to 125 cc that do not require registration by law, unless
- they are being used for racing or pacemaking
- money and negotlable documents
- · watercraft less than four metres long that is not powered by a motor, or is powered by a motor less than 10 hp
- valuable items as listed below
- jewellery and watches
- items that contain gold or silver (this does not include items thinly covered with gold or silver)
- -collections of stamps, money or medals

Continued next page

continued... Contents we will cover

- battery-powered items as listed below
- audio visual equipment
- camera equipment, including accessories and unprocessed film, unless they are being used underwater, or to earn your income
- electronic diaries
- ~ GPS
- ~ mobile or portable phones
- ~ portable computers
- sporting equipment, unless it is being used.

You can increase the level of cover for valuable items by choosing the Other Valuables or Special Valuables option.

For a description of the Other -Valuables and Special Valuables options, see pages 32-34 ▶

Your contents do not include

- unset precious/semi-precious stones
- plants and trees growing outdoors, unless
- they are growing in pots or tubs
- · animals, including birds and fish
- pedal cycles while they are used for racing or pacemaking
- · motor vehicles, caravans, trailers or aircraft other than model or toy aircraft
- registered motorcycles or mini-bikes
- · unregistered motorcycles or mini-bikes over 125cc
- · watercraft more than four metres long
- watercraft less than four metres long that is powered by a motor of more than 10 hp
- jet skis.

What we will pay for contents

There are set maximum amounts that we will pay when you make a claim. These amounts are listed on the following table and are included in your contents sum insured.

Continued next page >

<u> </u>	The state of the s
	THE MOST WE WILL PAY
CONTENTS	up to the contents sum insured as listed on your schedule (inclusive of GST) in total
any content item, pair, set, collection or system of contents Items	\$20,000 (inclusive of GST) per item, pair, set, collection or system
office and surgery equipment includes all battery-powered items, see below ▼	\$10,000 (inclusive of GST) in total
goods you use for earning your income in your buildings	\$5,000 (inclusive of GST) in total
money and negotiable documents	
under Listed Events	\$750 (inclusive of GST) in total.
under Accidental Damage	\$1,250 (inclusive of GST) in total
watercraft less than 4 metres long that is not powered by a motor, or is powered by a motor less than 10 HP	\$5,000 (inclusive of GST) in total
accessories and spare parts for motor vehicles, motorcycles, mini-bikes, caravans, trailers and watercraft	\$750 (inclusive of GST) in total
VALUABLE ITEMS INCLUDED IN CONTENTS	
under Listed Events	up to 20% of the contents sum insured as listed on your schedule, or up to \$5,000 (inclusive of 651), whichever is higher - this amount is included in your contents sum insured
under Accidental Damage	up to 20% of the contents sum insured as listed on your schedule, or up to \$7,500 (inclusive of 657), whichever is higher – this amount is included in your contents sum insured
any one Item, pair, set, collection or system of valuables other than sporting equipment	\$2,500 (inclusive of GST) per item, pair, set, collection or system
battery-powered items	\$2,500 (inclusive of GST) per item
any one item, pair, set, collection or system of sporting equipment	\$3,000 (inclusive of GST) per Item, pair, set, collection or system

continued... What we will pay for contents

Nominating the amount we will pay for contents

When you take out a contents policy, you must nominate the replacement value of your contents at today's prices. This is called your 'sum insured' and is listed on your schedule.

Increasing the amount we will pay for contents excluding valuable items

You can increase the maximum amount we will pay for any content item, pair, set, collection or system by nominating an amount that is higher than \$20,000. Your contents will be listed on your schedule as 'special contents'.

Increasing the amount we will pay for valuables

You can increase the total amount we will pay for your valuables by adding the Other Valuables option to your policy. This amount is in addition to your contents sum insured.

You can increase the maximum amount we will pay for an individual valuable item by adding the Special Valuables option to your policy. This amount is in addition to your contents sum insured.

For a description of the Other Valuables and Special Valuables options, see page 37 ▶

Where your contents are covered

Your contents are covered at your home. Your contents are also covered away from your home, anywhere in Australia.

Contents
- at your
home

 at your home in the open air We will cover your contents at your home for loss or damage as a result of an incident we have agreed to cover.

Under Listed Events, if your contents are at your home in the open air (not in a building that is fully enclosed) and they suffer loss or damage as a result of

- storm, rainwater or wind, or
- · theft or attempted theft

the most we will pay is up to \$2,000 (inclusive of GST) in total. This limit does not apply to swimming pools, saunas or spas, or their accessories.

Contents
- away
from your
home

We will cover your contents away from your home, for loss or damage as a result of an incident we have agreed to cover. Under Listed Events, we will cover your contents anywhere in Australia. Under Accidental Damage, we will cover your contents anywhere in Australia and New Zealand.

We will not cover

- accessories and spare parts for motor vehicles, motorcycles, mini-bikes, caravans, trailers and watercraft
- · goods you use for earning an income
- office and surgery equipment you use for earning your income

while they are away from your home.

- We will NOT cover your contents if they
- have been away from your home for more than 90 consecutive days, unless
- the contents are sporting equipment stored within a club room
- have been removed permanently from your home by you, unless
- we have agreed to cover them
- are on the way to, or from, or are in a commercial storage facility, or in transit during a permanent removal, unless
 - we have agreed to cover them under 'Contents in transit' or 'Contents in a commercial storage facility'.

Under Listed Events, we will ONLY cover your contents for loss or damage as a result of storm, rainwater, wind or impact by a vehicle if they are

- in a residential building, boarding house, motel, hotel, club, nursing home, or hospital where you are staying, or
- sporting equipment stored within a club room.

Under Listed Events we will NOT cover

- your contents for theft while they are away from your home, unless
- they are sporting equipment locked in a clubroom.
- your contents for loss or damage as a result of storm, rainwater, wind, or impact by a vehicle if they are in a tent, vehicle, caravan, trailer, aircraft, or watercraft,

11

WHAT THIS POLICY COVERS

Listed Events cover

If you have chosen Listed Events Home Insurance, we will cover your buildings or contents for loss or damage as a result of the incidents listed on pages 12 to 17.

If you make a claim, you will need to pay any excesses that apply - you will only need to pay this amount once. Any cover we provide is subject to exclusions.

For exclusions to this cover, see page 35 ▶

Accidental breakage

BUILDINGS CONTENTS Under Listed Events, we will cover your buildings or contents for loss or damage when an item is chipped or fractured through its entire thickness.

If you have insured your buildings, we will cover any

- fixed glass in your buildings, including - any window tinting or shatter proofing material attached to the glass
- fixed shower bases, basins, sinks, spas, baths and toilets.

If you have insured your contents, we will cover any

- mirrors, glassware, crystal, crockery, unless
- they are damaged while being used, cleaned or carried by hand
- glass in furniture, however
- we will not cover glass that is part of a television, or a computer screen or monitor.

If you have insured your contents and live in a rental building, we will cover accidental breakage of fixed shower bases, basins, sinks, spas, baths and toilets, however

 this only applies when your rental agreement makes you responsible for these items.

Burglary or break-in

BUILDINGS CONTENTS Under Listed Events, we will cover your buildings or contents for loss or damage as a result of a burglary or break-in, or an attempted burglary or break-in.

We will NOT cover loss or damage as a result of a burglary or break-in by a tenant.

The burglary or break-in, or attempted burglary or break-in, must be reported to the Police.

Burning out of an electric motor

BUILDINGS CONTENTS Under Listed Events, we will cover the cost to repair or replace your electric motor if it burns out or fuses.

We will ONLY do this if your electric motor is 15 years old or less.

Deliberate or intentional acts

BUILDINGS CONTENTS Under Listed Events, we will cover your buildings or contents for loss or damage as a result of a deliberate and intentional act.

We will NOT cover loss or damage as result of a deliberate or intentional act by a tenant.

Earthquake or tsunami

BUILDINGS

Under Listed Events, we will cover your buildings or contents for loss or damage as a result of an earthquake or tsunami.

You must pay an additional excess of \$250.

We will only cover loss or damage as a result of an earthquake if the loss or damage occurs within 72 hours of the earthquake.

continued... incidents covered under Listed Events

explosion

Under Listed Events, we will cover your buildings or contents for loss or damage as a result of a fire or an explosion.

We will NOT cover loss or damage caused by a bushfire or grassfire within 48 hours of the start date of your policy, unless

- · you took out your insurance with us immediately after another insurance policy covering the same buildings or contents expired, without a break in cover
- · you took out your insurance with us immediately after the risk passed to you as purchaser of your buildings
- you took out your insurance with us immediately after you signed a lease contract for your buildings.

Impact damage BUILDINGS

CONTENTS

Under Listed Events, we will cover your buildings or contents for loss or damage as a result of an impact.

We will only cover loss or damage caused by the impact of

- · an aircraft, spacecraft or satellite, or
- anything dropped from them
- · a falling television or radio antenna mast or dish
- vehicles or watercraft
- · an animal or bird that is not kept at your home, unless
- the loss or damage is caused by any animal or bird eating, chewing clawing or pecking
- · a falling tree or part of a tree, unless
- the damage is caused when you, or someone else acting on your behalf, cuts down or removes
- branches from a tree.

We also pay the cost of removing and disposing of the fallen tree or parts.

Landslide or subsidence BUILDINGS

CONTENTS

Under Listed Events, we will cover your buildings or contents for loss or damage as a result of a landslide or subsidence.

We will only do this if the loss or damage occurs within 72 hours of

- an earthquake or explosion
- a storm, including rainwater or wind, or
- · Ifquid escaping from a fixed pipe, or an object attached to a pipe, fixed gutter, fixed tank or a drain.

Lightning or thunderbolt

AUB DINGS CONTENTS

Under Listed Events, we will cover your buildings or contents for loss or thunderbolt.

Riots or civil commotion

BUILDINGS CONTENTS

Storm, rainwater or wind

BUILDINGS CONTENTS or damage as a result of a lightning

Under Listed Events, we will cover your buildings or contents for loss or damage as a result of riots, civil commotion, or industrial or political disturbances.

Under Listed Events, we will cover your buildings or contents for loss or damage as a result of storm, rainwater or wind.

We will NOT cover loss or damage caused by a named cyclone within 48 hours of the start date of your policy, unless

- · you took out your insurance with us immediately after another insurance policy covering the same buildings or contents expired, without a break in cover
- · you took out your insurance with us immediately after the risk passed to you as purchaser of your buildings
- · you took out your insurance with us immediately after you signed a lease contract for your buildings.

Continued next page ▶

We will NOT cover

- swimming pool covers, including - solar covers and plastic liners
- water entering your buildings
- through an opening made for any building, renovation or repair work
- because of a structural defect, faulty design or faulty workmanship when your buildings were constructed
- free-standing fences made of corrugated fibrous material that do not have a supporting frame, unless
- they have been installed and constructed according to the manufacturer's specifications
- free-standing gates, fences or walls that are made of timber and are more than 15 years old.

Theft or attempted theft

BUILDINGS CONTENTS Under Listed Events, we will cover your buildings or contents for loss or damage as a result of theft or attempted theft.

We will ONLY cover theft of money or negotiable documents when force is used by someone to enter your buildings.

We will NOT cover your buildings or contents for loss or damage as a result of

- theft from any part of the buildings which you share with another person who is not insured under this policy
- · theft by a tenant.

The theft or attempted theft must be reported to the Police.

Vandalism or a malicious act

BUILDINGS

Under Listed Events, we will cover your buildings or contents for loss or damage as a result of vandalism or a malicious act.

We will NOT cover loss or damage as a result of vandalism or a malicious act by a tenant.

Water or liquid damage

BUILDINGS CONTENTS Under Listed Events, we will cover your buildings or contents for loss or damage caused by water or liquid. We will also cover the cost of finding where the water or liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause.

We will ONLY cover loss or damage caused by water or liquid escaping from

- a fixed pipe or an object attached to a pipe, fixed gutter, fixed tank or a drain
- a bath, basin, sauna, spa, shower base or shower wall, sink, toilet or tiled floor that has drainage holes
- a washing machine or dishwasher
- an aquarium:
- a waterbed.

We will NOT cover the cost of repairing the item that caused the escape of water or liquid.

Accidental Damage cover

If you have chosen Accidental Damage Home Insurance, we will cover your buildings or contents for any accidental loss or damage.

There are also a number of incidents we will cover under specific conditions. These are listed on pages 17 to 20. If you make a claim, you must pay any excesses that apply – you will only need to pay this amount once. Any cover we provide is subject to exclusions.

For exclusions to this cover, see page 35 ►

Incident cover provided under specific conditions

Burning out of an electric motor

BUILDINGS CONTENTS Under Accidental Damage, we will cover the cost to repair or replace your electric motor if it burns out or fuses.

We will only do this if your electric motor is 15 years old or less.

Fire or explosion

BUILDINGS CONTENTS

Under Accidental Damage, we will cover your buildings or contents for loss or damage as a result of a fire or an explosion.

We will not cover loss or damage caused by a bushfire or grassfire within 48 hours of the start date of your policy, unless

- you took out your insurance with us immediately after another insurance policy covering the same buildings or contents expired, without a break in cover
- · you took out your insurance with us immediately after the risk passed to you as purchaser of your buildings
- you took out your insurance with us immediately after you signed a lease contract for your buildings.

Landslide subsidence

BUILDINGS CONTENTS

Under Accidental Damage, we will cover your buildings or contents for loss or damage as a result of a landslide or subsidence.

We will only do this if the loss or damage occurs within 72 hours of

- an earthquake or explosion
- · a storm, including rainwater or wind, or
- · liquid escaping from a fixed pipe, or an object attached to a pipe, fixed gutter, fixed tank or a drain.

Storm, rainwater or wind BUILDINGS

CONTENTS



Under Accidental Damage, we will cover your buildings or contents for loss or damage as a result of storm, rainwater or wind.

We will not cover loss or damage caused by a named cyclone within 48 hours of the start date of your policy, unless

 you took out your insurance with us immediately after another insurance policy covering the same buildings or contents expired, without a break in cover.

Continued ▶

continued... Storm. rainwater or wind

- you took out your insurance with us immediately after the risk passed to you as purchaser of your buildings
- you took out your insurance with us immediately after you signed a lease contract for your buildings.

We will not cover

- swimming pool covers, including
- solar covers and plastic liners
- water entering your buildings
- through an opening made for any building, renovation or repair work
- because of a structural defect, faulty design or faulty workmanship when your buildings were constructed
- free-standing fences made of corrugated fibrous material that do not have a supporting frame, unless
- they have been installed and constructed according to the manufacturer's specifications
- · free-standing gates, fences or walls that are made of timber and are more than 15 years old.

Theft or attempted theft

BUILDINGS CONTENTS Under Accidental Damage, we will cover your buildings or contents for loss or damage as a result of theft or attempted theft.

We will NOT cover your buildings or contents for loss or damage as a result of

- theft from any part of the buildings which you share with another person who is not insured under this policy
- · theft by a tenant.

The theft or attempted theft must be reported to the Police.

BUILDINGS CONTENTS Under Accidental Damage, we will cover your buildings or contents for loss or damage caused by water or liquid. We will also cover the cost of finding where the water or liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause.

We will NOT cover your buildings or contents for loss or damage caused by

- flood
- · landslide or subsidence, unless
- we agree to cover the incident as described under 'Landslide or subsidence'
- · water entering your buildings
- through an opening made for any building, renovation or repair work
- because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.

We will NOT cover the cost of repairing the item that caused the escape of water or liquid.

Additional cover included under Listed Events and Accidental Damage

Accidental Damage Home Insurance and Listed Events Home Insurance include a range of covers we refer to as 'additional cover'. These covers are listed on the following pages. The additional cover we provide depends on whether you have a buildings policy, contents policy or a combined buildings and contents policy.

Continued >

The amount we will pay for these covers is in addition to the sum insured, as listed on your schedule.

If you make a claim for an additional cover, you will not need to pay an excess.

Any cover we provide is subject to exclusions.

For exclusions to this cover, see page 35

Accounting fees for a tax audit

If your personal financial affairs are audited by the Federal Commissioner of Taxation, we will cover any accountant's fees that you must pay as a result, up to \$5,000 (inclusive of GST) during your period of insurance. You must advise us of any such audit.

We will NOT cover claims for --

- any audit that relates to a criminal prosecution
- fees where the final assessment of your taxable income for the period being audited is 20 per cent higher than your original declaration
- fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation
- any fines, penalties or adjustments of taxation.

Alternative accommodation

BUILDINGS CONTENTS If your buildings or contents suffer loss or damage and you are unable to live in your home as a result, we will cover the costs of alternative accommodation for up to 12 months.

The loss or damage must occur as a result of an incident we have agreed to cover.

If you have buildings insurance we will

- pay an amount that is equal to the weekly rental value of your buildings before the incident occurred
- pay the reasonable costs of alternative accommodation for your pets
 up to 10 per cent of the buildings sum

insured, as listed on your schedule.

Continued next page

We will NOT cover this, or we will reduce the amount we pay if

- you receive any payment for rent from another source
- you do not need to pay for alternative accommodation.

If you have contents insurance, we will pay the reasonable costs of alternative accommodation, up to 10 per cent of the contents sum insured, as listed on your schedule.

We will NOT cover this, or we will reduce the amount we pay if

- we have paid you for rent following loss or damage to your buildings
- you receive any payment for rent or accommodation from another source
- you do not need to pay for alternative accommodation.

Contents
In a
commercial
storage
facility
contents

We will cover your contents for loss or damage whilst they are in a commercial storage facility in Australia up to the total contents sum insured, as listed on your schedule.

You must tell us that your contents are in a commercial storage facility before they are put into storage and we must have agreed to cover them.

If we agree to cover your contents in a commercial storage facility, it will be listed on your schedule.

We will ONLY cover your contents if the loss or damage occurs as a result of an incident we have agreed to cover.

We will NOT cover jewellery, money or negotiable documents.

Contents in transit

We will cover your contents for loss or damage whilst they are being transported by a vehicle to your home, or to a commercial storage facility within Australia, up to \$10,000 (inclusive of 65T) during your period of insurance.

We will ONLY cover your contents if there is a theft following violent or forceable entry, or loss or damage occurs as a result of fire, collision or overturning of the vehicle that is transporting your contents.

We will not cover loss or damage

- to glassware, crystal, crockery, mirrors or china, or
- caused by denting, scratching, chipping or bruising.

Credit card and transaction card misuse

If your credit cards or financial transaction cards are

- · misused after they are stolen, or
- fraudulently used on the internet we will pay the financial institutions that issued them, up to \$5,000 (inclusive of GST).

We will only cover this if you have complied with the terms on which the credit cards or financial transaction cards were issued.

Under Accidental Damage, we will also pay if your credit cards or financial transaction cards are lost.

Debris removal and demolishing

BUILDINGS CONTENTS We will cover the reasonable costs to demolish and remove any debris that results from loss or damage to your buildings or contents, up to 10 per cent of your buildings or contents sum insured.

The debris must occur as a result of an incident we have agreed to cover.

If documents kept in your home or in a bank vault suffer loss or damage, we will cover the costs to reproduce or restore them, up to \$1,000 (inclusive of GST).

This includes the costs to reproduce or restore the information contained on the documents.

Employees' belongings CONTENTS

If your employees' belongings suffer loss or damage, we will cover the cost to repair or replace them, up to \$5,000 (inclusive of 651).

We will only cover your employees' belongings if the loss or damage occurs

- · as a result of an incident we have agreed to cover
- while your employees are working at your home, and
- · while your employees are doing domestic work for you.

We will NOT cover contents that are already insured under another policy by someone other than you.

Frozen food CONTENTS

Under Listed Events, we will cover the cost to replace the loss of any frozen food, up to \$500 (inclusive of GST), if your freezer breaks down. We will only do this if your freezer breaks down as a result of an incident we have agreed to cover.

Under Accidental Damage, we will cover the cost to replace the loss of any frozen food.

Funeral expenses CONTENTS

If you, or any member of your family dies, we will cover the funeral costs, up to \$10,000 (inclusive of GST).

Continued ▶

continued... Funeral expenses

The death must occur

- · as a result of an incident we have agreed to cover
- within 12 months of the incident, and
- as a result of an incident that occurred at your home.

Guests' or visitors' belongings CONTENTS

If contents belonging to your guests or visitors suffer loss or damage, we will cover the cost to repair or replace them, up to \$5,000 (inclusive of GST).

The loss or damage must occur as a result of an incident we have agreed to cover.

We will NOT cover contents that are already insured under another policy by someone other than you.

Legal costs in Australia CONTENTS

We will cover any legal costs you are liable to pay following legal proceedings brought by you or against you, up to \$5,000 (inclusive of GST).

We will only cover legal costs and expenses that

- occur during your current period of insurance
- you tell us about during your current period of insurance, and
- · we have agreed to cover.

We will only pay this once during your period of insurance.

We will NOT cover legal costs and expenses relating to

- spouse or partner disputes including, but not limited to, divorce, custody, child maintenance, or property disputes
- claims for death, bodily injury to, or disease of, any person
- claims where cover is available by a standard form of motor vehicle, home owners or householders, motorcycle, caravan or boat insurance

Continued next page

We will NOT cover legal costs and expenses relating to

- any criminal charge or prosecution brought against you
- any road traffic offence or boating offence committed by you
- any matter arising out of your business or profession
- any matter arising out of any insurance cover required by legislation
- · any award of damages against you
- any penalties, fines or awards of aggravated, exemplary or punitive damages made against you.

Modifications to your buildings

BUILDINGS

If you are injured as a result of loss or damage to your buildings, and the Injuries lead to permanent paraplegia or quadriplegia, we will cover the cost of modifications to your buildings so you can live in them, up to \$10,000 (inclusive of GST). The injury must occur as a result of an incident we have agreed to cover.

Mortgagee discharge costs

8UILDINGS

If you make a claim for the total loss of your buildings, we will cover any legal costs associated with the discharge of any mortgage you have left owing.

The total loss must occur as a result of an incident we have agreed to cover.

Rebuilding fees

If your buildings suffer loss or damage, and need to be rebuilt as a result, we will cover the costs of employing an architect or surveyor, and also pay any legal fees that arise from the rebuilding, up to 10 per cent of your buildings sum insured.

The rebuilding must occur as a result of an incident we have agreed to cover.

Replacing keys and repairs to, and re-coding of locks and barrels

BUILDINGS CONTENTS Under Listed Events, if a key to an external door or window lock of your buildings is stolen, we will cover the reasonable costs to replace your keys and repair and re-code your locks and barrels, up to \$1,000 (inclusive of 657).

Under Accidental Damage, if a key to an external door or window lock of your buildings is stolen or lost, we will cover any reasonable costs to replace your keys and repair and re-code your locks and barrels.

The theft or loss of the keys must occur as a result of an incident we have agreed to cover.

The theft must be reported to the Police.

Sale of your home

If you have entered into a contract to sell your home, we will extend your buildings cover to the purchaser until

- the contract settlement date
- · the purchaser insures the home, or
- the purchaser becomes liable for damage to the home

whichever happens first.

This cover will stop immediately if

- the sale contract is terminated, or
- your buildings insurance comes to an end.

Security firm to monitor your home

CONTENTS

If your monitored burglar alarm system is set off as a result of a theft or an attempted theft, we will cover the costs of a security firm to attend your home, up to \$1,000 (inclusive of GST).

We must agree to cover the theft or attempted theft.

We will NOT cover this when there is

- · a false alarm, or
- no evidence of an attempted burglary.

If buildings you live in suffer loss or damage and you are unable to live in them as a result, we will cover the reasonable costs to remove your contents and store them for up to 12 months.

The loss or damage must occur as a result of an incident we have agreed to cover.

We will also cover your contents while they are in storage.

Sum insured

CONTENTS

If we agree to pay you for a loss to your buildings or contents we will increase your sum insured for buildings or contents by the amount the Consumer Price Index (all groups) has increased since you took out your policy.

However, we will NOT increase your sum insured for special contents.

You will be fully insured again for your buildings or contents for the amounts shown on your schedule, unless

 your claim is for a total loss and we pay you the sum insured, then your policy comes to an end, subject to any continuing liability cover and no refund of your premium is due.

Trees, plants and shrubs replacement

We will cover the cost to replace any trees, plants or shrubs that are stolen, burnt, maliciously damaged, or damaged by a vehicle.

We will not cover loss or damage to a lawn.

Under Listed Events, we will pay up to \$750 (inclusive of GST) during your period of insurance.

Under Accidental Damage, we will pay up to \$1,500 (Inclusive of GST) during your period of insurance.

Veterinary expenses

If your pet is injured as a result of a road accident, we will cover the veterinary expenses, up to \$500 (inclusive of GST).

Liability cover included in this insurance

We will cover your legal liability as a result of an incident that causes loss or damage to someone else's property, or death or bodily injury to other people, during your period of insurance. We will also cover claims in connection with your position as a committee member during your period of insurance. Any cover we provide is subject to exclusions.

For exclusions to this cover, see page 35 ▶

Liability cover – general

BUILDINGS CONTENTS We will cover liability claims up to \$20,000,000 (including GST) for any incident listed below.

This amount includes any legal costs that must be paid to defend the claim and any costs awarded against you.

If you have insured your buildings, including strata title or a similar scheme, we will cover you for the amount you have to pay as owner or occupier of the buildings.

If you have insured your contents and live in a rental building, we will cover you for the amount you have to pay as owner of your contents, or occupier of the building.

If you have insured your contents and you own part of the building that has been subdivided, we will cover you for the amount you have to pay as owner of your contents, or occupier of your part of the building.

Continued next page

BUILDINGS CONTENTS If you have insured your contents, other valuables or special valuables, we will cover you for the amount you have to pay for any incident that happens

- · anywhere in Australia
- anywhere in Australia in connection with your position as a committee member of a sporting or social club, however
- we will not pay if you receive more than \$1,000 per year for holding that position
- anywhere in the world for 90 consecutive days, starting from the time you leave Australia.

We will NOT cover you for any amount you have to pay as owner or occupier of your buildings.

If you have insured your contents, we will cover you for any amounts you have to pay for any incident that happens anywhere in Australia arising out of the use of

- a watercraft that is less than 4 metres long and is not powered by a motor, or is powered by a motor less than 10 hp,
- the watercraft is a jet ski
- unregistered motorcycles or mini-bikes up to 125 cc, which do not require registration by law, unless
- they are being used for racing or pacemaking.

Liability cover – when your buildings are a total loss

BUILDINGS

If your buildings are a total loss, we will continue liability cover for any amount you have to pay as owner or occupier of the buildings for up to six months from the date your buildings were destroyed.

This cover will stop immediately if

- construction commences at the home
- · you sell the land, or
- you take out a new buildings insurance policy for the home.

Continued >

Liability cover - for committee members We will pay for claims made against you for an alleged or actual act or omission during any one period of insurance.

We will only pay for your liability in connection with your position as a committee member of a sporting or social club. The most we will pay, including legal costs, is \$10,000 (inclusive of GST) during any one period of insurance.

We will not cover you if you receive more than \$1,000 per year for holding this position.

This cover does not apply to liability claims for loss or damage to someone else's property, or death or bodily injury to other people.

Optional cover you can add to your policy

You can broaden the scope of your cover by adding any of the following options. You will need to apply for this cover and pay an additional premium. Any options that we agree to add to your policy will be listed on your current schedule.

Any cover we provide is subject to exclusions.

For exclusions to this cover, see page 35

Domestic Workers' Compensation

If you employ a person to do work around your home such as cleaning or gardening, you can add cover for the amount you are liable for if they are injured while working for you, subject to the relevant legislation in your State or Territory.

Continued next page ▶

If you choose this option, it will be listed on your schedule as 'Domestic Workers' Compensation'.

You will need to check with your local Workers' Compensation Authority as this cover may be compulsory.

The cover only applies to employees doing domestic work for your household and will not cover any person that is working for you in your business, profession, trade or occupation, or if you are a landlord An excess may apply to this option.

To find out who the insurer is for this option, see inside back cover

Other Valuables

With this option you can nominate an overall amount we will pay for accidental loss or damage to your valuables

- anywhere in Australia and New Zealand, and
- anywhere in the world for up to 90 consecutive days from the time you leave Australia

without listing them individually.

Valuable items we will cover are listed below

- jewellery and watches
- items that contain gold or silver (this does not include items thinly covered with gold or silver)
- fors
- · collections of stamps, money or medals
- · battery-powered items, as listed below
- audio visual equipment
- camera equipment, including accessories and unprocessed film, unless they are being used underwater, or to earn your income
- electronic diaries
- GPS
- mobile or portable phones
- portable computers

Continued ▶

continued... Other valuables

sporting equipment, unless
 It is being used.

Your valuable items do нот include

- unset precious/semi-precious stones
- · items thinly covered with gold or silver
- motor vehicles, motorcycles, minibikes, caravans, trailers or aircraft or accessories, or spare parts of any of these items
- · watercraft more than four metres long
- watercraft less than four metres long that is powered by a motor of more than 10 hp.

The most we will pay for this option is the amount you nominate, as listed on your schedule under 'Other Valuables'.

There are also set maximum amounts that we will pay when you make a claim.

VALUABLES	THE MOST WE WILL PAY
any one item, pair, set, collection or system of valuables other than sporting equipment	\$2,500 (inclusive of GST) per item, pair, set, collection or system
battery-powered Items	\$2,500 (inclusive of 6st) per item
any one Item, pair, set, collection or system of sporting equipment	\$3,000 (inclusive of GST) per item, pair, set, collection or system

This option is

- not available for office and surgery equipment
- only available for contents policies.

No excesses apply to this option.

Special Valuables

With this option you can nominate an individual amount we will pay for accidental loss or damage to any one item, pair, set, collection or system of valuables

- anywhere in Australia and New Zealand, and
- anywhere in the world for up to 90 consecutive days from the time you leave Australia.

Continued next page

continued... Optional cover that can be added to your policy

continued... Special valuables The most we will pay for this option is the individual amount you nominate, as listed on your schedule under 'Special Valuables'.

This option is

- not available for office and surgery equipment
- only available for contents policies.
 No excesses apply to this option.

For a list of valuable items we cover, and a list of items we do not include as valuables, see Other Valuables, page 32

Strata Title Mortgagee Protection

With this option we will cover the amount you must pay to settle your mortgage following loss or damage to buildings that you own under a strata title or similar plan.

If you choose this option the individual amount you nominate and any excesses that apply will be listed on your schedule under 'Strata Title Mortgagee Protection'.

We will pay up to the amount you owe on your mortgage, but no more than the sum insured, as listed on your schedule.

We will pay this amount to your mortgagee when you are required to pay your mortgagee in full, however

 the loss or damage must occur as a result of an incident we have agreed to cover.

We will ONLY pay this when the body corporate

- has not insured the buildings, or
- has not insured the buildings for loss or damage you can claim for under this policy.

This option is available

- · for contents policies, or
- as a stand alone policy.

An excess may apply to this option.

Listed Events, Accidental Damage, Additional cover and Strata Title Mortgagee Protection exclusions	36
Other Valuables and Special Valuables cover exclusions	37
Liability cover exclusions	37-38
General exclusions	39-40

exclusions

Any cover we provide is subject to the following exclusions.

Events,

We will NOT cover any loss or damage as a result of, or caused by

- settling, shrinkage or any movement of earth
- erosion, rust, corrosion, gradual deterioration, depreciation, wear or tear
- rats, mice or insects
- roots from trees, plants, shrubs or grass
- any process of cleaning involving the use of chemicals other than domestic household chemicals
- a defect in an item, structural defects, or faulty workmanship or design
- breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand
- malicious damage or vandalism by a tenant
- deliberate or intentional acts by a tenant
- theft by a tenant
- theft from any part of the buildings which you share with another person who is not insured under this policy
- mechanical or electrical breakdown other than an electric motor burning out, unless
- the breakdown results in damage to your buildings or contents
- landslide or subsidence, unless
- we agree to cover the incident as described under 'Landslide or subsidence
- water entering your buildings
- through an opening made for any building, renovation or repair work
- because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.

Other Valuables and Special Valuables cover exclusions We will NOT cover any loss or damage as a result of, or caused by

- rust, corrosion, gradual deterioration, depreciation, wear or tear
- · a defect in an item
- · rats, mice or insects
- any process or cleaning involving the use of chemicals other than domestic household chemicals
- mechanical or electrical breakdown other than an electric motor burning out, unless
- the breakdown results in loss or damage to your buildings or contents.

Liability cover exclusions

We will NOT cover any

- · personal injury to you, or any member of your family who normally lives with you, or anyone else who normally lives with you
- personal injury to any person you employ where that injury arises from their employment with you
- loss or damage to property that belongs to you, or is under your control, or any member of your family who normally lives with you, or anyone else that normally lives with you
- loss or damage to property that belongs to any person you employ where that loss or damage arises from their employment with you
- penalties, fines or awards of aggravated, exemplary or punitive damages made against you
- · loss that can be reimbursed by your sporting or social club.

We will NOT cover any liability as a result of, or arising from

- any alterations, repairs, renovations or additions to your buildings that cost more than \$75,000 (inclusive of GST)
- any personal profit or advantage that is illegal.

Continued next page 🕨

EXCLUSIONS TO YOUR COVER

continued... Exclusions to your cover

continued... Liability cover exclusions

- We will NOT cover any liability as a result of, or arising from
- any disease that is transmitted by you, or any member of your family who normally lives with you
- any business, profession, trade or occupation carried out by you, unless
- the liability is as a result of, or arising from, you acting as a committee member of a sporting or social club and you receive no more than \$1,000 per year for holding this position
- any agreement or contract you enter into, however
- if you would have been liable without the agreement or contract, we will pay for that liability
- the use, removal of, or exposure to any asbestos product or products containing asbestos
- a conflict of duty or interest
- any act or omission that is dishonest, fraudulent, criminal, wilful or malicious
- any alleged or actual act or omission committed, or alleged to have been committed, prior to the commencement of the policy
- the use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle
- the use of a motor vehicle, motorcycle, mini-bike, aircraft or watercraft, however we will cover liability that arises from
- unregistered motorised golf buggles, ride-on mowers and wheelchairs.
- model or toy aircraft
- surfboard, sail board or surf skis
- a watercraft that is less than
 4 metres long and is not powered by
 a motor, or is powered by a motor
 less than 10 hp
- unregistered motorcycles or minibikes up to 125cc that do not require registration by law, unless they are being used for racing or pacemaking.

General exclusions

- We will NOT cover any loss or damage, or liability as a result of, or arising from
- any incident that does not occur within your period of insurance
- landslide or subsidence, unless

 we agree to cover the incident as described under 'Landslide or subsidence'
- war or warlike activity, however
 war does not need to be declared
- hostilities, rebellion, insurrection or revolution
- contamination by chemical and/or biological agents, which results from an act of terrorism
- lawful destruction or confiscation of your property
- anything nuclear or radioactive
- mildew, atmospheric or climatic conditions
- damage to a heating element, however
 - we will pay for any loss or damage as a result of damage to a heating element
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date, unless
 - It results in loss or damage to your buildings or contents that is covered under this policy. This does not include resultant loss or damage to any frozen food, computer equipment or computer software.

Continued next page

VOLITICES DOIS IDILILLES COLUS

continued... Exclusions to your cover

continued... General exclusions We will NOT cover any loss or damage, or liability as a result of, or arising from

- deliberate or intentional acts by you, or anyone acting for you, to cause loss, damage or injury
- flood or storm surge
- erosion, the action of the sea, tidal wave or high water, unless
- the loss or damage is the result of a tsunami.

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Your duty of disclosure

When you take out, renew, or change or vary a policy, or when you make a claim, you have a duty to answer our questions truthfully and provide us with any information that could affect our decision to insure you, or the terms of your policy. This is called your 'duty of disclosure'.

What you must tell us when you apply to take out this policy When applying to take out insurance we will ask you certain questions. When answering these questions, you must be honest, and you have a duty under the *Insurance Contracts Act 1984* to tell us anything

- · known to you, and
- which a reasonable person in the circumstances would include in answer to any question.

We will use your answers to help us decide whether to insure you and anyone else under this policy, and on what terms.

Who you are answering the questions for It is important that you understand you are answering the questions in this way on behalf of yourself and anyone else that you want to be covered by the policy.

If you do not answer our questions in this way
If you do not answer our questions in this way, we may reduce
or refuse to pay a claim, or cancel the policy, or do both, if you
answer our questions fraudulently, we may refuse to pay
a claim and treat the policy as never being in place.

Renewal, variation, reinstatement or extension of your policy When your policy is renewed, varied, reinstated or extended you have a duty, under the *Insurance Contracts* Act 1984, to tell us anything that you

- know. or
- could reasonably be expected to know, and is relevant to our decision whether to accept the risk of insurance and, if so, on what terms.

Your duty does not require disclosure of anything that

- diminishes the risk to be undertaken by us
- Is of common knowledge
- we know or, in the ordinary course of business, ought to know, or
- is a matter that we indicate your duty has been waived by us.

If you do not comply with your duty of disclosure If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim, or we may cancel the policy, or do both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Your responsibilities when you are insured with us

In addition to your duty of disclosure, there are other responsibilities that you must meet when you are insured with us.

You must tell us if

- your buildings will be unoccupied for a continuous period of 60 days or more
- any changes have been made to
- the address or location where your buildings or contents are insured
- the use of your buildings
- your buildings due to renovation, extensions or demolition
- the people who are insured under this policy
- the sums insured to your buildings or contents
- any people who are insured under the policy have
- -been convicted of any criminal offence
- made a claim that is not true under this policy or another insurance policy
- there are any changes in circumstances during the period of insurance.

If you tell us about any of these things, we may charge an additional premium, change the cover of your policy, impose special conditions, or cancel your policy.

In addition, you must also

- be truthful and frank in any statement you make in connection with your policy
- pay your premium, including paying instalments regularly
- take reasonable precautions to avoid a claim being made
- obey all laws and make sure anyone acting on your behalf obeys all laws
- · follow the conditions of this policy

Continued next page ▶

YOUR RESPONSIBILITIES TO US

 not make a fraudulent claim under this insurance policy or any other policy.

Your responsibilities when you are making a claim

When you make a claim you must meet a number of responsibilities.

You must

- be truthful and frank in any statement you make in connection with a claim
- take safe and reasonable steps to prevent any further loss, damage or liability occurring
- inform the Police as soon as possible if your buildings or contents suffer loss or damage as a result of theft or attempted theft, vandalism or a malicious act
- keep all damaged buildings or contents so we can inspect them if required
- give us any information or assistance we require to investigate and process your claim
- not pay or promise to pay for a claim, or admit responsibility for a claim
- not repair or replace any damaged buildings or contents without our consent.

In addition, you also give us your rights to claim from anyone else

if you have a right to claim from anyone else for an incident covered by us, you give us your rights to make that claim, to conduct, defend or settle any legal action and to act in your name - you must not do anything which prevents us from doing this and you must give us all the information and cooperation that we require.

If you do not meet your responsibilities

If you do not meet your responsibilities, we may refuse or reduce a claim, cancel your policy, or do both. If we cancel your policy we will advise you in writing.

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The General Insurance Code of Practice The purpose of the Code is to raise the

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are

- to promote better, more informed relations between insurers and their customers
- to improve consumer confidence in the general insurance industry
- to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers, and
- to commit insurers and the professionals they rely upon to higher standards of customer service.

Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code.

See back cover for contact details ►

Our Guarantee

Our Guarantee assures you of quality insurance and service at all times.

Fair Dealing Guarantee

We will meet any claims covered by your policy fairly and promptly.

Money Back Guarantee

If you change your mind, we provide a cooling-off period which lets you cancel your policy within 21 days with a full refund of your premium. However, your cooling-off period no longer applies if you make a claim within this time.

Service Guarantee

We will provide you with the highest standard of service.

How we handle your personal information

We are committed to handling your personal information in accordance with the Privacy Act.

We need to collect, use and disclose your personal information in order to consider your application and to provide the cover you have chosen.

You can choose not to give us some or all of your personal information, but this may affect our ability to provide you with cover.

When you provide your personal information to us You acknowledge and consent to us collecting and using your information to

- consider your insurance application and any subsequent application for insurance
- underwrite and price any policy issued by us or our related entitles
- calculate and offer discounts
- · issue you with a policy
- · administer the policy, and
- investigate, assess and pay any claim made by or against you.

For these purposes, you acknowledge and consent to us collecting your personal information from, and disclosing it on a confidential basis to your intermediary* or the third party who you have been dealing with in respect to this insurance policy and who referred you to us, other insurers, our related entitles, insurance reference bureaus, law enforcement agencies, investigators and recovery agents, lawyers, any credit provider that has security over your property, assessors, repairers, suppliers retained by us to supply goods and services, advisers, and/or the agent of any of these.

*The intermediary is a company or individual through which you purchased this insurance, or the company named on the inside front cover of this booklet.

Continued next page 🕨

continued... How we handle your personal information

When you provide personal information to us about another person

You must be authorised to do so, and you must inform that person, unless informing them would pose a serious threat to the life or health of any individual

- who we are
- how we use and disclose their information, and
- that they can gain access to that information.

Privacy of your personal information – for marketing purposes in order to enhance its relationship with you, your intermediary may use your personal information that you have provided us to offer you other products and services, which may be of benefit to you.

When you provide your personal information to us - for marketing purposes

You acknowledge and consent to your personal information being used on a confidential basis by us or your intermediary to contact you by mall, phone, or email to provide you information on offers, products and services or for planning, market research and product development.

In using your personal information for these marketing purposes, we and your intermediary may use and disclose your personal information to offer you our or your intermediary's products and services directly, or to any other organisation to carry out the above marketing purposes on our or your intermediary's behalf. However

- CGU Insurance Ltd (CGU Insurance) and your intermediary will not use your information in this way if you have already told CGU Insurance or your intermediary not to
- you must inform CGU Insurance or your intermediary if you do not want your personal information disclosed or used for these marketing purposes.

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HOW TO TAKE OUT INSURANCE

50

How to apply for insurance

(1) If you are taking out a policy with us for the first time, contact us or your insurance adviser, or apply on line at www.cgu.com.au. You can also send correspondence to GPO Box 9902, in your capital city

If we agree to insure you, we will send you a schedule setting out the details of your policy.

(2) Pay your premium

See Your premium, page 52 >
See Your responsibilities when you are insured with us, page 43

How to renew your insurance

 If you already have a policy with us, we may send you an offer to renew your insurance before your current policy expires

We will send you an updated schedule and quote a premium based on the information contained in your current policy.

If you have any questions, contact us or your insurance adviser

2) Review the proposed policy and premium we offer
If you paid your last premium by instalments, we will
continue to deduct payments from your nominated

continue to deduct payments from your norminated account. If you paid your last premium in one lump sum, we must receive your payment by the due date, otherwise your buildings or contents will not be insured.

3 Pay your premium

See Your premium, page 52

How to cancel your policy

 If you want to cancel your policy, contact us or your insurance adviser

We may need your request in writing. If you cancel your policy before it ends, we will refund an amount for the unused premium.

How to change your policy

 Contact us or your insurance adviser to change or vary your policy

You will be sent an endorsement schedule that includes any changes or variations you have requested and we have agreed to, and any special conditions we may have applied to that agreement.

- (2) Check the changes
- (3) Pay your premium if it has increased

We will tell you if your premium has increased. If you pay your premium by instalments, we will adjust your instalments and continue to deduct the new amount from your nominated account. If you pay your premium in one lump sum, we must receive your additional payment within one month.

If you move to a new home

If you have buildings insurance and you move permanently to a new home within Australia

The cover for your original home will end and we will refund any unused premium to you. We will provide you with temporary cover for 14 days at your new home.

If you would like to continue to insure your buildings with us, contact us or your insurance adviser as soon as possible.

We will advise you if there are any changes to your premium or the terms of your insurance.

(2) If you have contents insurance and you move permanently to a new home within Australia

We will cover your contents at both your original home and your new home for 14 days, starting from the date you start moving your contents to your new home.

You must tell us that you are permanently moving your contents to a new home within 14 days from the day you first start to move.

We will advise you if there are any changes to your premium or the terms of your insurance.

Your premium

1 How we calculate your premium

We will base your premium on the type of cover you have chosen, including any options that you have added, your sum insured, the excess, the type, location, construction and age of your buildings or contents, the level of security you have, your previous insurance and claims history, and any special conditions that we have applied.

Premiums are also subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty.

Your premium, including any taxes and charges, will be listed on your schedule.

(2) How to pay your premium

You can pay your premium in one lump sum, or by instalments.

If you pay your premium in one lump sum, you can pay by cash, cheque or credit card.

If you pay your premium by instalments, you can pay by credit card or by direct debit from a financial institution.

We may cancel your policy if

- you do not pay your premium
- · your cheque or credit card is dishonoured by your financial institution, or
- · you pay your premium by instalments and you are more than one month behind.

We may refuse to pay a claim if

 you pay by instalments and at least one instalment of the premium has remained unpaid for a period of at least 14 days.

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How to make a claim

(1) Make sure you have all the information you need to support your claim

We will need

- contact details of any other people involved in the incident, including their name, current residential address and who they are insured with
- any letters, notices or court documents about the incident within 72 hours of receiving them
- · the incident report number for any claims in relation to theft or attempted theft, vandalism or a malicious act
 - the Police will provide you with this number when you report the incident to them.
- (2) Contact us or your insurance adviser to make a claim

You need to make your claim as soon as possible. Any delays may

- reduce the amount that we pay, or
- prevent us from paying a claim.

We will give you immediate advice and assistance with your claim, 24 hours a day, 7 days a week.

We will ask you a range of questions to help us assess your claim. We may

- · ask you to provide us with proof of ownership
- need to inspect your buildings or contents
- need quotations from a repairer.
- (3) If you need emergency repairs

If you need to make emergency repairs, we will arrange assistance through our preferred repairers and suppliers.

To find out how we settle a ciaim, see next page 🕨

How we settle a buildings claim

(1) We will decide how we will settle your claim

If your buildings suffer loss or damage, we will decide whether to

- repair
- · rebuild, or
- · pay you the cost to repair or rebuild that part of your buildings that suffered loss or damage.

If we do, we will

- pay you up to the buildings sum insured, as listed on your schedule
- · only repair, rebuild or pay you for the part or parts of the building that actually sustained loss or damage, including damaged portions of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred
- try to match any material used to repair your buildings with the original materials or nearest equivalent available to the original materials
- repair or pay you the costs to repair your buildings if the loss or damage was caused by water or liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, however
 - we will NOT pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

When we settle your claim, the law that will apply is the law of the State or Territory where the loss, damage or liability occurred.

(2) You must pay any excess that applies

If you make a claim, you will need to pay any excesses that apply.

If you are claiming for any loss or damage that occurs as a result of an earthquake or tsunami, you will need to pay an additional excess of \$250.

This loss or damage must occur within 72 hours of the earthquake.

For the excess that may apply, see your current schedule >

Continued next page >

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HOW TO MAKE A CLAIM

You must pay any excess to us, or to the builder - we will tell you who to pay the excess to.

If we choose to pay you, we may deduct the amount of excess from the amount we settle your claim for.

(3) If we decide to repair or rebuild your buildings and your current schedule shows 'including replacement benefit

We will repair or rebuild the part of your buildings that suffered the loss or damage to a condition as close as possible to when new, but not better.

If we rebuild your buildings, we will also pay the amount that you need to pay to ensure your buildings comply with government legislation and local authority bylaws, unless

 you were required to pay there amounts before the loss or damage occurred, and you did not do so.

You can choose your own repairer or tradesman or we can help you find one.

If we authorise repairs, we will deal directly with the repairer or tradesman about payment.

(4) If we decide to repair or rebuild your buildings and your current schedule does not show 'Including replacement benefit'

- repair your buildings to the condition they were in just before the loss or damage occurred
- · pay you the cost of repairing your buildings to the condition they were in just before the loss or damage occurred, or
- pay you what the value of the land and your buildings was just before the loss or damage occurred, after deducting the amount we estimate as the value of your land and buildings after the loss or damage occurred.

Continued next page

(5) After we agree to settle a claim

The repair or rebuilding work on your buildings must start within six months of the loss or damage occurring, otherwise you will have to pay any increase in costs caused by the delay.

If the work does not commence in this period, we will do one of the following

- repair your buildings to the condition they were in just before the loss or damage occurred
- pay you the cost of repairing your buildings to the condition they were in just before the loss or damage occurred, or
- pay you what the value of the land and your buildings was just before the loss or damage occurred, after deducting the amount we estimate as the value of your land and buildings after the loss or damage occurred.

(6) If your building is a total loss

We will pay you the sum insured for your buildings, as listed on your schedule, after deducting

- any excess,
- any unpaid premium, and
- any input tax credit you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 if you had paid to repair or rebuild your buildings.

If we pay you the sum insured, then your policy comes to an end, subject to any continuing liability cover and no refund of your premium is due.

See also Liability cover - when your buildings are a total loss, page 32 ◀

HOW TO MAKE A CLAIM

How we settle a contents or valuable items claim

(1) We will decide how we will settle your claim

If your contents or valuable items suffer loss or damage, we will decide whether to

- repair an item
- · replace an item, or
- pay you the cost to repair or replace the item.

If we do, we will pay up to

- the contents or valuables sum insured in total, as listed on your schedule, and
- the maximum amount per item, set, pair, collection or system.

If the item is part of a pair, set, collection or system, we will only cover the value of the item itself, however

 the most we will pay is the value of the item as a proportion of the combined pair, set, collection or system.

To find out what we will pay,

(2) You must pay an excess that applies

If you make a claim, you will need to pay any excesses that apply.

If you are claiming for any loss or damage that occurs as a result of an earthquake or tsunami, you will need to pay an additional excess of \$250.

This loss or damage must occur within 72 hours of the earthquake.

You must pay any excess to us, or to the supplier or repairer - we will tell you who to pay the excess to.

If we choose to pay you, we may deduct the amount of excess from the amount we settle your claim for.

For the excess that may apply, see your current schedule

Continued >

(3) If we decide to repair your contents or valuable items

We will repair the damaged Item to the condition it was when new.

If the item we are repairing is part of a pair, set, collection or system, we will only cover the part of the pair, set, collection or system that was damaged.

(4) If we decide to replace your contents or valuable items

We will replace the item with the nearest equivalent new item.

We will ONLY replace wall, floor and ceiling coverings, including carpets, internal blinds and curtains, in the room, hall or passage where the loss or damage occurred.

We will NOT pay to re-carpet adjoining rooms, or your entire home.

Any salvage becomes our property.

(5) If we decide to pay you the cost to repair or replace your contents or valuable items

We will pay you the fair and reasonable costs to repair or replace your contents or valuable items as described in Steps 1, 3 and 4, after deducting

- any excess, and
- any input tax credit you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 if you had paid to repair or replace your contents or valuable items.

We will ONLY pay the cost of replacing an item that is part of a pair, set, collection or system, even though the pair, set, collection or system to which it belongs is less valuable because it is incomplete.

Any salvage becomes our property.

6 If we decide to settle a claim

We will reduce any payment for damage to, or loss of, an Other Valuables or Special Valuables item by the amount we pay you for the same item under contents cover.

How to resolve a complaint or dispute

1 Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to a staff member in the area concerned. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

See back cover for contact details >

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. If you are not satisfied with the decision, you can go to step 2.

② Seek a review

If the matter is still not resolved, the manager will refer you or your insurance adviser to the relevant internal dispute resolution area who will conduct a review of your dispute.

If you are still not satisfied with the decision, you can go to step 3.

3 Seek an external review

You are entitled to seek an external review of the decision. The dispute resolution area will provide you or your insurance adviser with information about the options available to you, such as referring you to the external dispute resolution scheme administered by the Insurance Ombudsman Service (IOS).

Further information about the complaint or dispute resolution procedures is available by contacting us.

See back cover for contact details >

accidental loss or damage damage to, loss or destruction of the buildings that make up your home, or your contents and valuable items, when it is caused by an unintentional act, or an unforeseen and uncontrollable incident.

endorsement schedule a document that includes any information from the existing schedule that has not changed or varied, and confirms any alteration to the coverage, terms and conditions of your policy.

excess

the amount you pay when you make a claim on your policy. The amount and type of excess that may apply to your policy is shown on your current schedule and in this PDS.

fixtures and fittings any household items or household equipment that are permanently attached to your buildings.

flood

the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.

goods you use for earning your income

stock and tools of trade. You would normally receive a tax deduction for these items. They do not include office and surgery equipment.

incldent

a single occurrence or a series of occurrences, including an accident or series of accidents, arising out of one event.

mallcious act

an act done with intent and without your consent.

office and surgery equipment items that are normally needed in an office or surgery that you use for earning your income in your own business. You would normally receive a tax deduction for these items. They do not include tools of trade.

period of insurance the length of time between the start date and end date of your policy, as listed on your current schedule.

pet a domestic animal that you keep in your home or at your home.

premium

the total amount you pay for your insurance that includes applicable government taxes such as 6st, and any duties or charges payable by you. It is shown on your current schedule. You can pay your premium annually in one lump sum, or by instalments.

schedulo

your current schedule is a document outlining the details of your insurance cover. Your schedule may be called a policy, renewal or endorsement schedule.

special conditions exclusions, restrictions or extensions to cover that are imposed on specific matters or people.

sporting equipment
equipment designed to be
used in a leisure activity that
involves some element of
physical activity or
competition, excluding
pedal cycles.

strata title

title under a strata title or similar community title scheme where separate parts of the scheme building(s) have a separate legal title. Strata title usually applies to high rise apartments, townhouses, villas or duplexes.

sum insured

your nominated replacement value at today's prices for your buildings or contents. This will be listed on your schedule.

Supplementary Product Disclosure Statement (SPDS) a separate document that updates, corrects or adds to the information contained in this PDS.

torrorism

any act which may involve the use of, or threat of, force, violence or blological or chemical warfare, or nuclear pollution or contamination or explosion where the purpose of the act is to further a polltical, religious, ideological aim, or to intimidate or influence a government or any section of the public.

total loss

when we decide that it is uneconomical to repair or rebuild you buildings or contents.

unoccupled home a home that no-one has lived in for 60 consecutive days or more.

us, we and our refers to: CGU Insurance Limited ABN 27 004 478 371.

you and your the person or people named as the insured on your current schedule.

If more than one person is named as the insured, we will treat a statement, act, omission or claim by any one of these people as a statement, act, omission or claim by them all.

If you are making a claim, 'you' also includes your domestic partner, you or your partner's unmarried children, and you or your partner's parents who normally live with you.

your buildings buildings that you own or are legally responsible for.

your contents contents that you own or are legally responsible for.

your contents at your home in the open air contents at your home that are not in a fully enclosed building (e.g. carport).

your home
where your buildings or
contents are located. This
includes any land or other
area that touches your home
and for which any statutory
authority has made you
responsible, but it does not
include the nature strip outside
your home. Your home is
located at the situation shown
on your current schedule.

your policy

the contract between you and us which provides you with insurance cover in exchange for a premium. Your policy is made up of two documents

- this Product Disclosure Statement and policy booklet (PDS) and any supplementary PDS, plus
- · your current schedule.

GLOSSARY OF WORDS WITH A SPECIAL MEANING

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The insurer - Domestic Workers' Compensation

If your home is in Western Australia, Tasmania or the Northern Territory, the insurer providing the Domestic Workers' Compensation optional cover is insurance Australia Limited trading as CGU Workers Compensation, App 11 000 016 722.

If your home is in NSW, Dornestic Workers' Compensation optional cover is provided under a statutory policy issued by CGU Insurance Limited and fully reinsured under the NSW WorkCover Scheme by the NSW Nominal Insurer Claims are managed by CGU Workers Compensation (NSW) Limited ABN 19 003 181 002 as agent for the NSW Nominal Insurer.

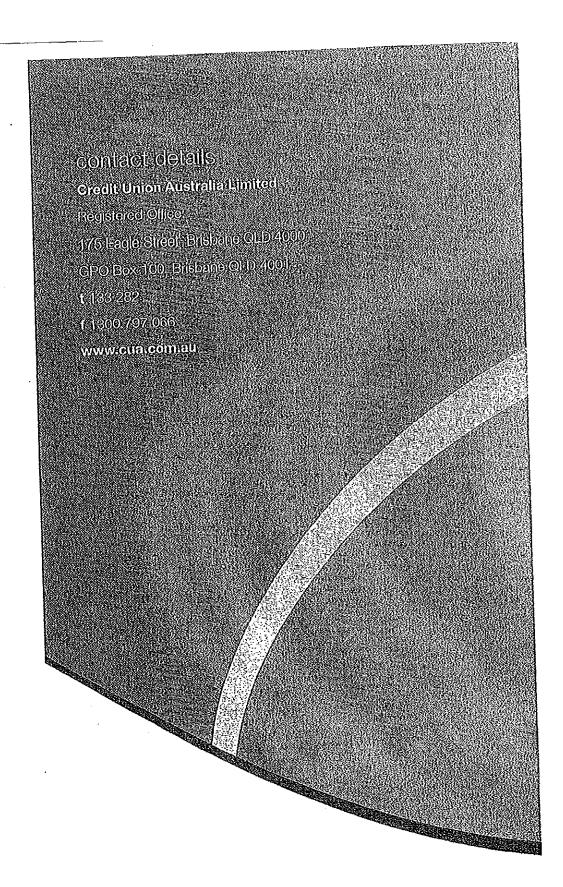
This booklet contains information about cgu's insurance products and services. The information was current at the date of preparation. More information about cgu's products and services, and up-to-date information may be available by calling 13 15 32 or visiting cgu.com.au. We will also give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement ros.

GPO Box 9902 in your capital city

Enquiries tel: 131 532 Website: www.cgu.com.au



Insurer
CGU Insurance Limited
ABN 27 004 478 371
AFS Licence No. 238291
An IAG Company

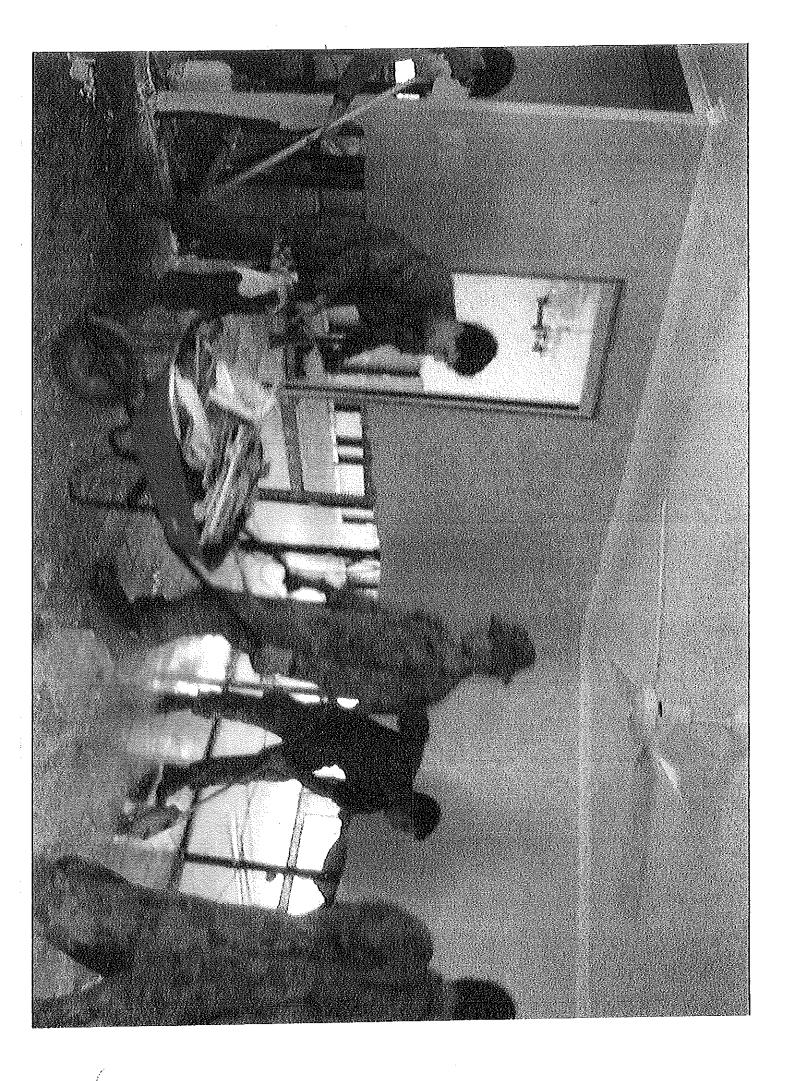


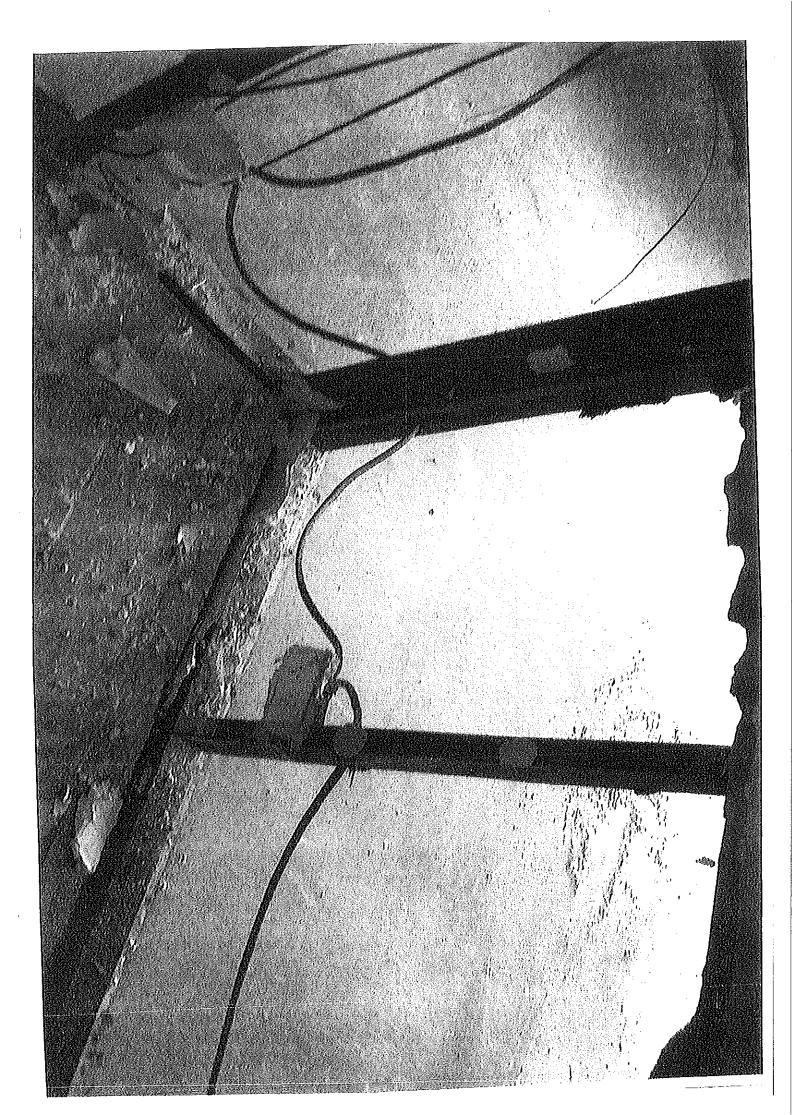


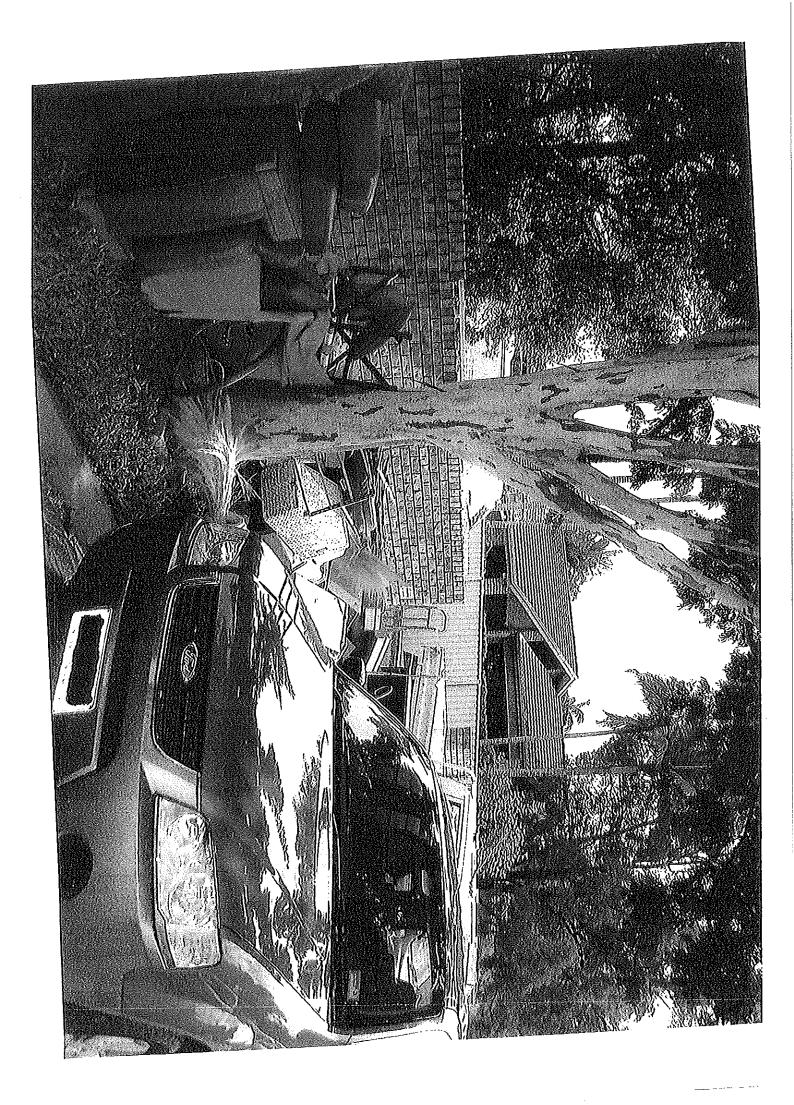
Intermediary Credit Union Australia Limited ABN 44 087 650 959 AFSL No. 238317

Insurer details - see inside back cover.

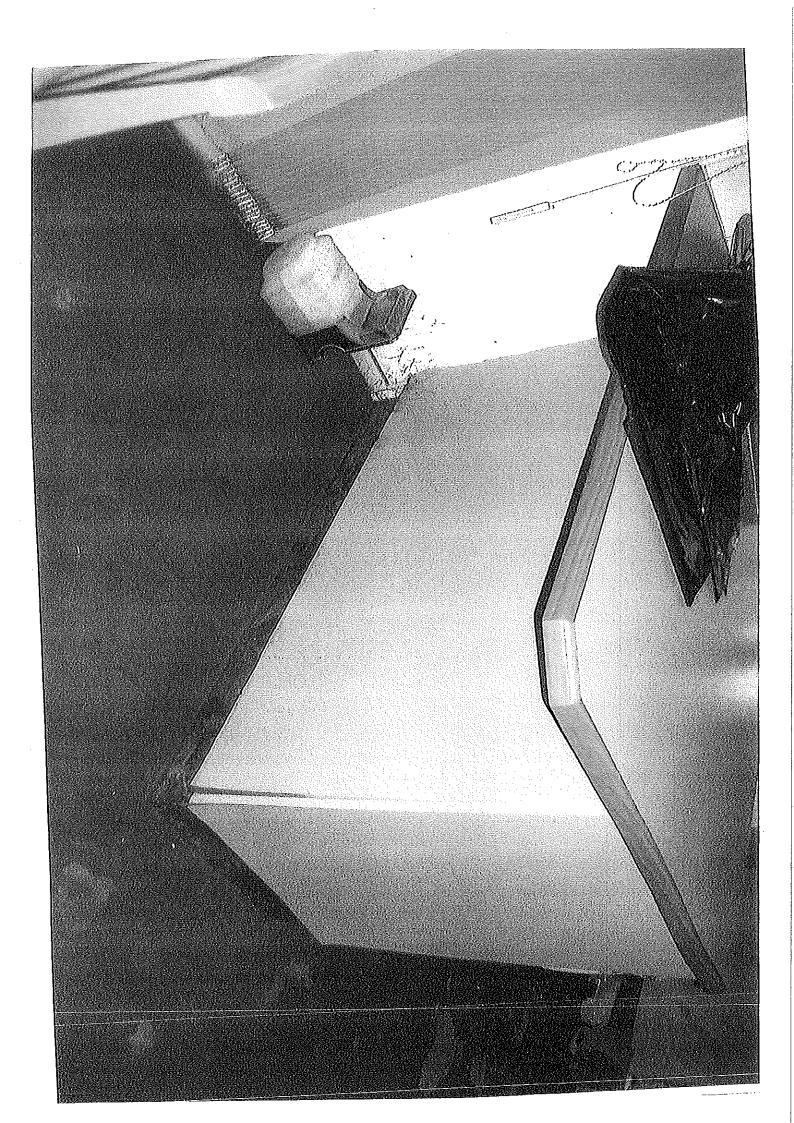
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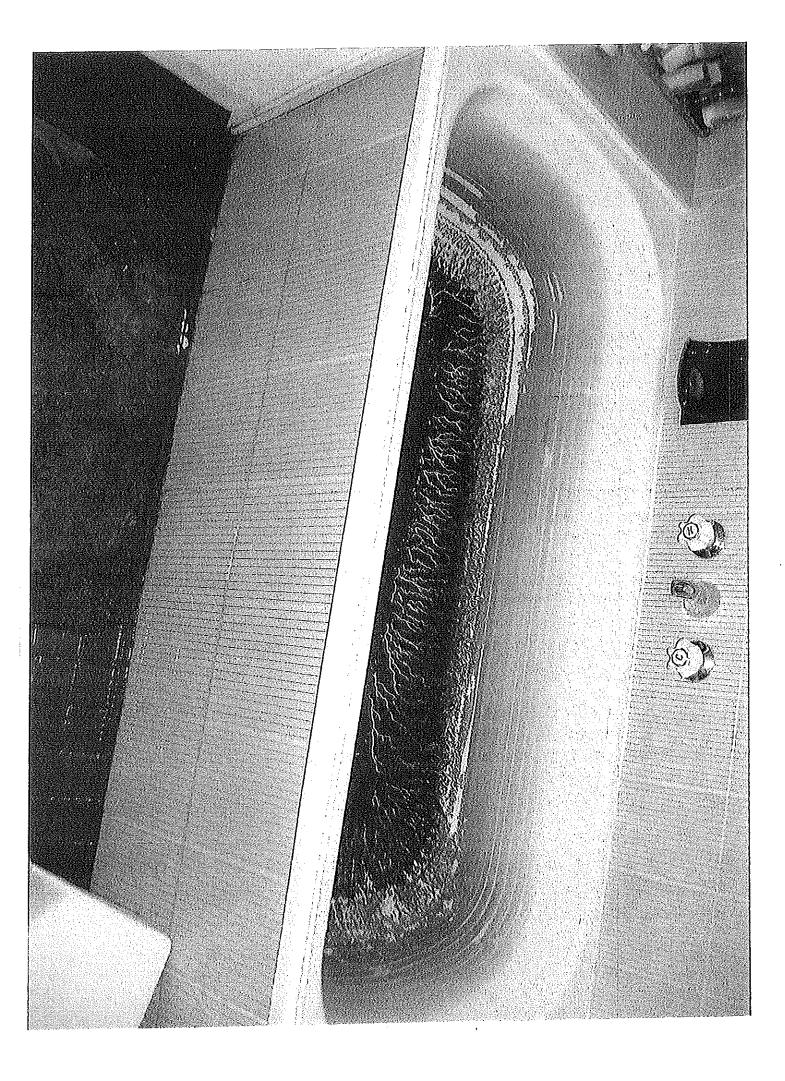


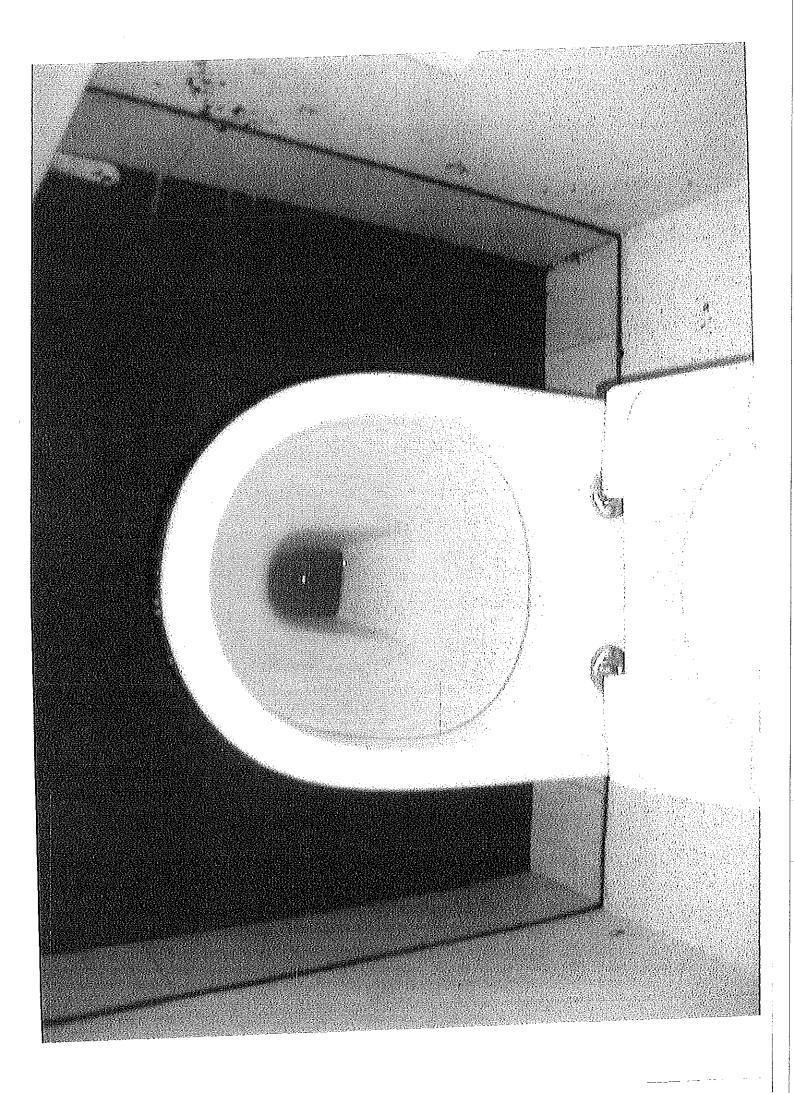


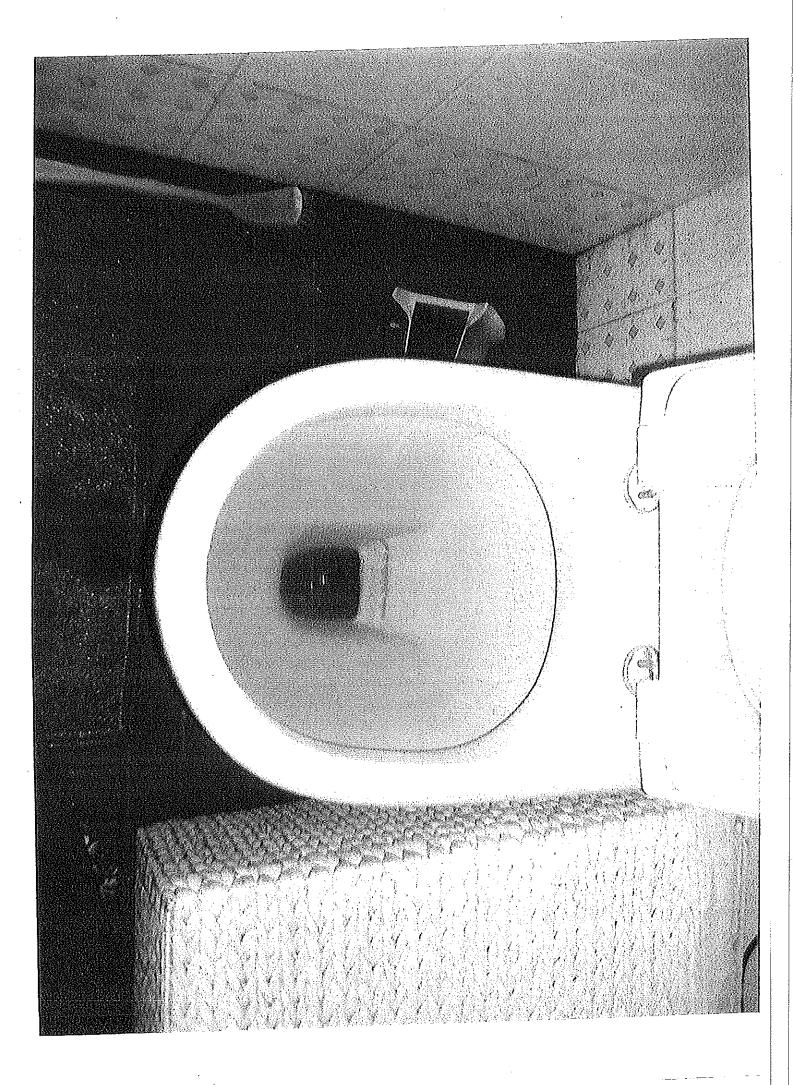


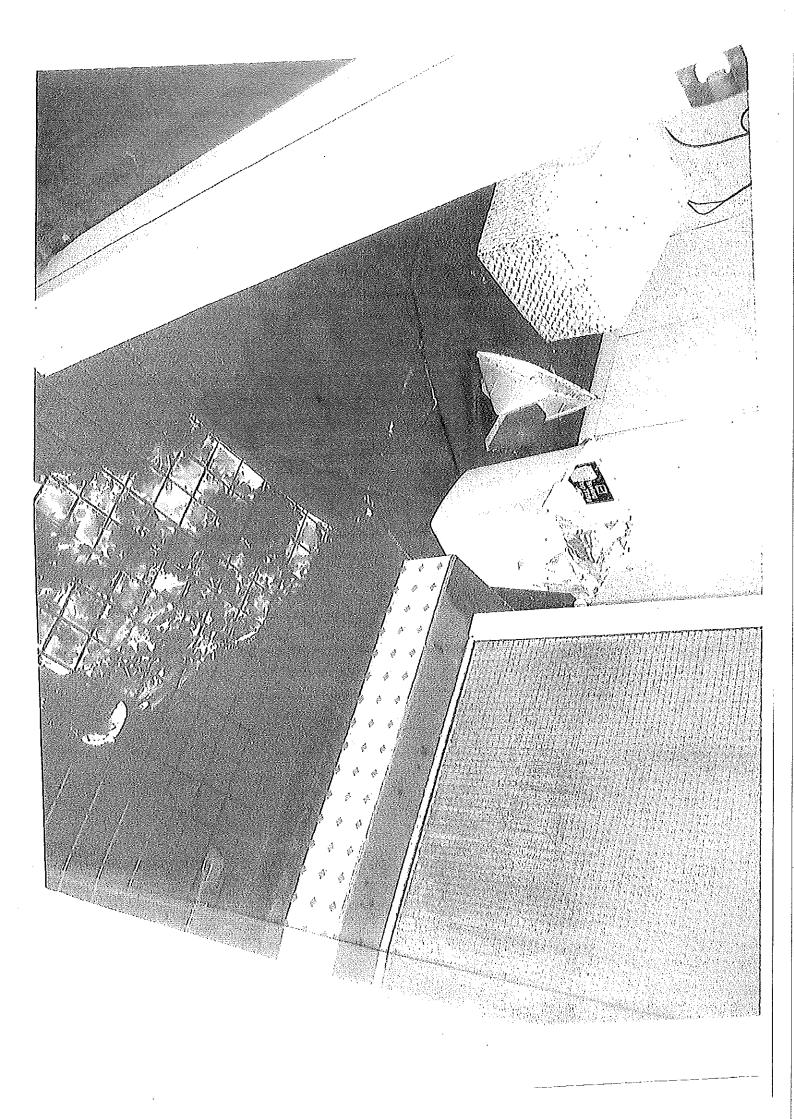














4Th March 2011

CGU Insurance

GPO Box 9902 BRISBANE QLD 4001

ABN 2704 478 371

Tel: 1300 882 788 Fax: 07 3135 1413

Mr KV Dobrowa

Dear Mr KV Dobrowa,

Your Claim Number: Your Policy Number:

I am writing to you in relation to a claim you made for damage to your property on or about 13th January 2011.

Your CGU policy covers inundation by storm water but does not provide insurance coverage for losses caused by flood. Flood is clearly defined in your policy, for details you can refer to the glossary of your CGU Home policy.

CGU reviews each claim on its individual merits and we do not deny claims lightly. We have carefully reviewed your claim and based on your advice and information available to us, we conclude that the loss for which you have claimed was caused by flood. As a result we are not in a position to pay your claim.

If you disagree with this decision, please contact our office and we will refer your claim to the CGU Dispute Resolution team. The Dispute Resolution team will independently review your claim and provide a decision within 15 business days of receiving your request and all relevant information.

Enclosed is a brochure that will provide you with further information about the dispute resolution process. Please do not hesitate to contact our office on 1300 882 788 if you wish to discuss this matter or require any further information.

Yours sincerely

Jáckie Briggs Home Claims Consultant CGU Claims

DL2 - Version 5



20 June2011

CGU Insurance

GPO Box 9902 BRISBANE QLD 4001

ABN 2704 478 371

Tel: 1300 882 788 Fax: (07) 3135 1413

MR K V DOBROWA

Dear Mr Dobrowa,

Your Claim Number: Your Policy Number:

I am writing to confirm that your claim has been referred to the CGU Dispute Resolution team.

The Review Officer will be in contact with you shortly and may seek further information from you and from other parties involved. Once all necessary information has been received, the review of your claim will be completed within 15 business days.

The following information is provided to assist you in contacting the CGU Dispute Resolution team if you wish to:

> **CGU Dispute Resolution** GPO Box 390D Melbourne 3001

Tel:

1300 651 227

Fax:

1300 760 683

Email: cgu.idr@cgu.com.au

Yours sincerely

Lauren Marrion Team Manager **CGU Claims**

Dispute with CGU Insurance - Case No. 240049

Close From:

Desmond Buckley

▶ Date: 21 June 2011 12:00:52 PM

To:

View message details

I acknowledge receipt of your dispute.

Before the Financial Ombudsman Service (FOS) is able to proceed with a complaint/dispute about a Financial Service Provider (FSP) you will need to provide evidence you have contacted the FSP and lodged a complaint/dispute for review by the FSP.

Generally this review is conducted by the FSP Internal Dispute Resolution process (IDR). The FSP has 45 days to provide a response to your complaint/dispute.

You may already have been through this process and have received a Final Decision Letter (FDL) from the FSP if this is the case please send to our office a copy of the FDL, if you do not have an FDL then we require evidence such as correspondence indicating you have sent a complaint or confirmation of phone contact - phone number called, date, to whom you spoke and which particular department/section the person you spoke with is in.

Once we have received this information, we will review it and determine our next course of action

Thank You

Des Buckley | Dispute Officer

Financial Ombudsman Service Limited

T: Local call: 1300 78 08 08 | Email:

Please consider the environment before printing this email

IMPORTANT

The contents of this email (including any attachments) are confidential and may

contain privileged information. Any unauthorised use of the contents is expressly prohibited. If you have received this email in error, please notify

us immediately by Telephone: 1300 78 08 08 (local call) or by email and then

destroy the email and any attachments or documents. Our privacy policy is available on our website.



21 June 2011

Financial Ombudsman Service Limited ARN 67 131 124 448

GPO Box 3, Melbourne VIC 3001

Telephone 1300 78 08 08

03 9613 6399 Fax Email info@fos.org.au Website www.fos.org.au

Mrs J Dobrowa

Dear Mrs Dobrowa

Dispute with CGU Insurance Limited Case number:

I refer to your dispute with CGU Insurance Limited.

Jurisdiction

Our Terms of Reference define the disputes that we can consider. Before considering the issues you have raised, we are required to assess if your dispute is within our Terms of Reference.

We have now completed this initial assessment and from the information you have provided, it appears that your dispute is within our Terms of Reference.

This means that we will consider your dispute.

We will contact you again

The next step is for us to allocate your case to a case worker to consider the issues you have raised. The case worker will contact you and CGU Insurance Limited once the dispute is allocated.

In the meantime, if CGU Insurance Limited contacts you directly to try and resolve the dispute, we encourage you to participate in any discussion.

If you wish to discuss this matter before the dispute is allocated, you can telephone us on 1300 78 08 08 or email info@fos.org.au.

Yours sincerely

GI Acceptance Team Financial Ombudsman Service



28 June 2011

Financial Ombudsman Service Limited ABN 67 131 124 448

www.fos.org.au

GPO Box 3, Melbourne VIC 3001

Telephone 1300 78 08 08

03 9613 6399 Fax info@fos.org.au Email

Website

Mrs J Dobrowa

Dear Mrs Dobrowa

Dispute with CGU Insurance Limited -Case number:

We have received your dispute about CGU Insurance Limited. The case number is

From the information you have provided, it appears that your dispute is within our Terms of Reference. This letter provides information about how we will now consider your dispute.

Next step in our dispute resolution process

The next step we take to try and resolve a dispute is to provide details of the dispute to CGU Insurance Limited.

When we provide the details of the dispute to the financial services provider concerned, we encourage them to contact you and attempt to resolve the dispute directly with you, if possible.

We have sent details of your dispute to CGU Insurance Limited and asked it to either:

- contact you within 21 days to resolve the dispute or
- provide us with a detailed response to the issues you have raised within 21

If a representative of CGU Insurance Limited contacts you to discuss the dispute, I encourage you to participate in the discussion. If the dispute is resolved please contact me on 1300 78 08 08 to confirm this.

If CGU Insurance Limited does not contact you directly, it will provide a written response to the issues you have raised. I will contact you when I have reviewed CGU Insurance Limited's response.

How we deal with unresolved disputes

If the dispute is not resolved directly between you and CGU Insurance Limited, we may assist you and CGU Insurance Limited to negotiate a resolution, or we may

conduct a conciliation conference where appropriate. If a dispute cannot be resolved by mutual agreement, we may issue a decision.

A brochure which provides more information about how we resolve disputes is available at www.fos.org.au/brochures. For more information on the Financial Ombudsman Service and how we deal with disputes, including our Terms of Reference and Operational Guidelines, please refer to our website at www.fos.org.au.

Exchange of information

The Financial Ombudsman Service encourages parties to a dispute to exchange information as part of trying to resolve the dispute. Unless you tell us otherwise, we will assume you agree to us providing CGU Insurance Limited with all information and documents that you provide to us.

Your privacy

Information about our privacy policy is available on our website at www.fos.org.au/privacy. If you would like us to send you our privacy brochure, please telephone 1300 78 08 08.

We will contact you again

If your dispute remains unresolved after 21 days, we will review CGU Insurance Limited's response and determine how the dispute should progress.

Unless CGU Insurance Limited resolves the dispute directly with you, I will contact you again after CGU Insurance Limited responds to us.

If you have any questions about this letter, please telephone me on 1300 78 08 08 or email and please quote your case number.

Yours sincerely

Veronica Whelan Dispute Analyst

Financial Ombudsman Service



CGU Insurance National Decision Review Office GPO box 390D Melbourne 3001 t 1300 651 227 f 1300 760 683

e cgu.idr@cgu.com.au

21/07/2011

Mrs Judy Dobrowa

Dear Mrs Dobrowa

CLAIM NUMBER:

APPLICANT'S NAME: KV & J Dobrowa

FOS REF:

Please find attached a copy of our response to the Financial Ombudsman Service.

We note that we have received correspondence from Legal Aid Queensland requesting us to release on your signed request details of your insurance and PDS, as we have not received any further correspondence nor any contact at LAQ, we have assumed that you are still personally dealing with this matter and therefore we have forwarded this direct to you.

You may if you wish forward a copy to LAQ is they are still assisting you.

Yours sincerely

Eddie Kuyper ANZIIF (Snr Aseoc) Senior Case Manager



22 July 2011

Financial Ombudsman Service Limited ABN 67 131 124 448

GPO Box 3, Melbourne VIC 3001 Telephone 1300 78 08 08

03 9613 6399 Fax

Email info@fos.org.au Website www.fos.org.au

Mrs J Dobrowa

Dear Mrs Dobrowa

Dispute with CGU Insurance Limited Case number:

I refer to your dispute with CGU Insurance Limited.

CGU Insurance Limited has provided me with a copy of its response to you dated 21st July 2011.

Please review CGU Insurance Limited's response and consider whether it resolves your dispute.

What you need to do

If the response does not resolve your dispute you will need to write to me again and:

- 1. Explain why you are not satisfied with the response
- 2. Comment on any new information provided in the response and provide any new and relevant information for us to consider
- 3. Clarify what you are seeking to resolve your dispute

Please provide me with your response by 5 August 2011.

If you have any questions about this letter or wish to discuss your dispute, please telephone me on 1300 78 08 08 or email and please quote your case number.

Yours sincerely

Veronica Whelan Dispute Analyst Financial Ombudsman Service