



HOLIDAY HOME INSURANCE POLICY WORDING

AND PRODUCT DISCLOSURE STATEMENT

Introduction

This is an important document that contains important information designed to help You:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

You need to decide if this insurance is right for You and You should read this document and all of the documents that make up the Policy carefully to ensure You have the cover You need.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

Insurers and the underwriting arrangement

The insurer of this insurance is The Hollard Insurance Company Pty Ltd (Hollard) ABN 78 090 584 473 AFS Licence No. 241 436.

In arranging this insurance St George Underwriting Agency ABN 59 009 357 582 AFS Licence No. 236663 acts as an agent of Hollard and not as Your agent.

Summary of available covers

Cover Type	This is a limited summary only and not a full description of the covers. Please see the relevant section in the Policy for the full terms and conditions (including any exclusions and limitations that apply)
Optional covers: You can apply to buy the following Sections, however, some covers may not be available independently.	
Section 1 - Building & Contents	This Section covers You for physical loss or physical damage to property insured at the risk address caused by Defined Events and provides a number of automatic additional benefits. We also cover You for Your legal liability as owner of the insured property for bodily injury or property damage up to \$20,000,000 any one accident or series of accidents arising from one event.
Section 2 - Loss of Rent	Under this Section we cover You for loss of rent in the event the Building or Contents are damaged by any of the Defined Events in Sections 1 or 4 so as to become untenable.
Section 3 – Strata Title Mortgagee Protection	This covers the mortgagee named in the Schedule as if they were You on the same terms as Section 1 against physical loss or physical damage caused by any of the Defined Events (it does not include the additional benefits).
Section 4 – Deliberate Damage by Tenants	This covers You for physical damage arising from deliberate, intentional or malicious damage done to the Building or Contents by the Tenant.

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St George Underwriting Agency

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Understanding the Policy and its important terms and conditions

To properly understand the Policy's significant features, benefits and risks You need to carefully read:

- a) about each of the available covers provided in Sections 1 to 5;
- b) the rest of this "Introduction" section - this sets out how You apply for cover, the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Your cooling off rights, renewals, Our privacy information and Our dispute resolution procedures;
- c) the "Words with special meanings" section - this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- d) the "When We will not pay a claim under Your Policy" section - this sets out the general exclusions and limits that apply to all covers and benefits;
- e) the "Conditions of cover" section - this sets out certain general rights and obligations that You and We have. If You do not meet them We may be able to refuse to pay a claim, subject to the relevant law;
- f) the "Other Information" section – this explains other important information in relation to Your duty of disclosure, privacy, renewals and dispute resolution;
- g) the Schedule and any endorsements or other written changes to the standard cover We issue to You – these contain specific details relevant to You and can affect the standard cover.

Applying for cover

When You apply for the Policy by completing Our application We or Our representative will agree with You on things such as: the Period of Insurance; Your premium; what property You want to cover; the limits You want for certain covers (if optional); excesses that will apply to You or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the Schedule We issue to You.

The base premium We charge varies according to Your risk profile (e.g. where the holiday home is located, the type of property being insured, amount of cover required, other persons insured and relevant claims history etc.).

Minimum premiums may apply. In some cases discounts may apply if You meet criteria We set. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If You are eligible for more than one, We also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements. Any discounts will be applied to the base premium calculated prior to any taxes being added.

You will also have to pay certain amounts in relation to compulsory government charges (e.g. Stamp Duty and GST) plus any additional charges of which We tell You. These amounts will be set out separately on Your Schedule as part of the total premium payable.

The Policy sets out the cover with which We are able to provide You. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and You may have to bear that part of any loss for which You are not covered.

Cooling-off and cancellation rights

You have a cooling-off period and cancellation rights under the Policy (see "Conditions of cover" section for details)

Basis on which We insure You

Where We agree to enter into a Policy with You it will be based on the information provided in Your application and subject to payment of the required premium by the required date.

The policy is made up of:

- Your application;
- this Policy document, which sets out the standard terms and conditions of Your cover, including its limitations and exclusions;
- the Schedule, which shows the insurance details relevant to You. It may include additional terms and conditions (including any exclusions and limitations) relevant to You that amend the standard terms of this document as well as any additional benefits You may be covered for; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS) which may vary or modify the above documents.

These are all important documents and should be carefully read together as if they were one document to ensure that You are satisfied with the cover. All policy documentation should be kept in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

If You require further information about the Policy, wish to confirm a transaction, or make any changes call Us on (08) 9417 8501.

Information on this Product Disclosure Statement (PDS)

The Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) depending on Your circumstances. Only the parts of this Policy document relevant to cover provided to You as a retail client and any other documents which We tell You are included, make up the PDS for the purposes of the Act.

Information in the PDS may need to be updated from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes.

You can obtain a paper copy of any updated information without charge by calling Us on the telephone number shown in this Policy document.

Table of Contents	Page
Our Agreement with You	5
Words with special meanings	5
Section 1 – Building and Contents cover	6
What are Buildings	6
What are not Buildings	6
What are Contents	6
What are not Contents	6
Types of loss or damage for which Your Buildings and/or Contents are covered (Defined Events)	7
How We will settle Your Buildings claim	8
How We will settle Your Contents claim	8
Section 2 – Loss of Rent cover	9
What is Loss of Rent	9
What is not Loss of Rent	9
How We will settle Your Loss of Rent claim	9
Section 3 – Strata-title Mortgagee Protection cover	10
What is Strata-title Mortgagee Protection	10
What is not Strata-title Mortgagee Protection	10
How We will settle Your Strata-title Mortgagee Protection claim	10
Section 4 – Deliberate Damage by Tenants cover	10
What is Deliberate Damage by Tenants	10
What is not Deliberate Damage by Tenants	10
How We will settle Your Deliberate Damage by Tenants claim	10
Other benefits We will provide	11
Legal liability	11
Temporary removal of Contents	12
Fees	12
Underground services	13
Emergency Access	13
When We will not pay a claim under Your Policy	13
Conditions of cover	14
Occupancy	14
Security	14
Cancellation	14
Cooling-off period	14
Claims Settlement and Procedure	14
Fraudulent claims	15
Total amount payable	15
GST notice	15
Making a claim	15
Excesses	15
What You must do	15
What happens after You make a claim	16
Other information	17
Renewal procedure	17
Your Duty of Disclosure	17
How We protect Your privacy	17
Dispute resolution process – helping You solve any problems	17
General Insurance Code of Practice	18
Financial Claims Scheme	18

Our agreement with You

We will insure You for:

- certain defined events, and
- other benefits, as set out in this Policy occurring during the Period of Insurance.

This cover will be given to You on the basis:

- that You have paid or agreed to pay Us the premium for the cover You selected when You applied for cover and which the Schedule indicates is in force,
- of the verbal and/or written information provided by You which You gave after having been advised of Your Duty of Disclosure either verbally or in writing. If You do not comply with the relevant duty, We may cancel the Policy or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed and pay nothing.

For Your assistance We have provided a full explanation of Your Duty of Disclosure and the consequences of nondisclosure, under the heading "Your Duty of Disclosure" section.

Words with special meanings

Some of the words in this Policy have special meanings wherever they appear. These words and their meanings are defined below.

"Deliberate Damage" under Section 4 - Deliberate Damage by Tenants (if You have taken out this cover) means damage arising from an intentional or deliberate act by the Tenant that occurred:

- (a) whilst the Tenant occupied the Premises; and
- (b) during the Period of Insurance.

For the purpose of this definition only, Tenant also includes guests of the Tenant or people invited by the Tenant.

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

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

"Household Goods" means goods used in the Building which:

- (a) are consumable; or
- (b) have a short-term life (for example - kettles, cutlery, kitchen utensils, manchester, linen); or
- (c) comprise non-electrical goods used for housekeeping/cleaning purposes such as mops, dustpans etc.

"Period of Insurance" means the period shown in the most recent Schedule or a subsequent period for which the Policy has been renewed.

"Personal Effects" means goods or possessions (including sporting goods) which belong personally to You or are for the personal use of You or anyone who is staying at or visiting the Premises.

"Policy" means this document, the Schedule, the Sections, and any other notice We give You in writing. Together they form Our agreement with You.

"Premises" means the Buildings and land on which the Buildings are situated, but only including land forming the immediate surrounds and gardens of the residence, but not including land used for cropping, growing and grazing.

"Schedule" means the attachment which forms part of the Policy and shows Your Policy number, together with the details of Your cover including the sections of the Policy which apply.

"Storm" means violent wind (including cyclones and tornadoes) and thunderstorms which may be accompanied by hail or snow. Storm does not mean persistent bad weather, or intermittent rain, persistent rain or heavy rain by itself.

"Sum(s) Insured" means the amount shown in the Schedule for which You have elected to insure.

"Tenant" means the person who has rented the Premises and includes any of their immediate family occupying the Premises.

"You" "Your" Yourself" means the insured named in the Schedule.

"We" "Us" "Our" means UkaWa Pty Ltd trading as St George Underwriting Agency acting as an agent of the insurer, The Hollard Insurance Company Pty Ltd.

Section 1 - Building & Contents

Your Schedule shows if You have Building and/or Contents cover.

What are Buildings?

"**Building or Buildings**" both mean the property described below at the address shown in the Schedule which belongs to You or for which You are legally liable:

- (a) the dwelling house, residential flat or home unit and all domestic outbuildings;
- (b) structural domestic improvements including:
 - (i) built-in furniture,
 - (ii) paths, driveways, terraces, walls, gates, fences, masts, aerials and clothes lines,
 - (iii) permanently fixed swimming pools, saunas, spas and associated equipment **but not** inflatable pool covers;
- (c) pipes, ducts, wires, cables, meters and switches, all of which supply the Buildings with either light, heat, cooling, telephone, water, drainage or sewerage;
- (d) fixed (non-portable):-
 - (i) room heaters, stoves, air conditioners, fans, light fittings and hot water systems,
 - (ii) appliances or equipment attached to the gas, plumbing, drainage or sewerage systems, or to the electrical systems other than those items which plug into power points;
- (e) exterior blinds and awnings and fixed wall, ceiling or floor coverings other than carpets;
- (f) jetties and pontoons, provided that:
 - (i) the structures are permanently fixed to the land at the risk address, and
 - (ii) the structures are Your property and have no commercial activities undertaken from them, and
 - (iii) the jetty and/or pontoons are structurally sound and well maintained;
- (g) Contents not exceeding 10% of the Buildings Sum Insured, PROVIDED THAT there is no separate Sum Insured for Contents shown on the Schedule. This cover does not include personal effects or electronic equipment. This sum is part of and not additional to the Buildings Sum Insured;
- (h) external locks however only in relation to the theft of the key. We will not pay more than \$500 any one claim. Theft of the key does **not** include the non-return of the key or theft of the key by a bona-fide Tenant.

What are not Buildings?

"**Building(s)**" does **not** mean:

- (a) anything described as "Contents" unless clause (g) in "What are Buildings" above applies;
- (b) landscaping, trees, shrubs and plants; and
- (c) unpaved paths or unpaved driveways constructed of earth or gravel.

What are Contents?

In this Policy the term "Contents" means property which is contained in the dwelling house, locked sheds and/or garages only (which does not include property contained in open carports, outhouses, lean-tos or in the open air, **except barbecues and swimming pools not permanently fixed**) and which belongs to You (or for which You are legally liable) consisting of:

- (a) fittings, furniture, carpets, refrigerators, stoves, washing machines, dishwashers and clothes dryers;
- (b) in respect of strata-title properties: improvements, decorations and locks not forming part of the strata-title property. However, in respect of the cost of replacing external locks following theft of the key, We will not pay more than \$500 any one claim. Theft of the key does **not** include the non-return of the key or theft of the key by a bona-fide Tenant;
- (c) electronic equipment not fixed in the Premises, provided that We will not pay more than \$1,000 for each item or series of items forming a single unit of electronic goods used for entertainment purposes (including computers) unless otherwise specified in the Schedule, but We will not pay more than 25% of the Contents Sum Insured in total for all electronic equipment;
- (d) swimming pools not permanently fixed;
- (e) Household Goods, but see when Household Goods are not covered against theft, malicious damage or Deliberate Damage by Tenants on pages under "What are not contents", "Types of loss or damage for which Your Buildings and/or Contents are covered (Defined Events)" and "What is not Strata-Title Mortgagee Protection";
- (f) Personal Effects, provided We will not pay more than \$1,000 arising from any one event;
- (g) contents in a locked garage or locked garden shed up to a maximum limit of \$2,500 for any one claim.

What are not Contents?

"**Contents**" does **not** mean:

- (a) motor vehicles (other than 'ride on mowers' used for private purposes), motor cycles, caravans, trailers;
- (b) watercraft and aircraft (other than model aircraft) or any accessories in or on watercraft or aircraft;
- (c) plants or shrubs or trees in gardens;
- (d) animals and pets;
- (e) furs, jewelry, gold/silver articles, documents and money;
- (f) antiques, works of art, collections of any kind.

Types of loss or damage for which Your Buildings and/or Contents are covered (Defined Events).

This insurance will cover You if You suffer physical loss or physical damage to the Buildings and/or Contents which are caused by any of the following events which occur during the Period of Insurance:

1. **Fire, explosion, or lightning.** However, this excludes damage:
 - (a) which arises gradually out of repeated exposure to fire or smoke;
 - (b) to any property as a result of its undergoing a process necessarily involving the application of heat;
 - (c) to any property as a result of scorching and/or melting
2. **Earthquake and tsunami.**
3. **Theft** or any attempted theft.
Important note: This event does **not** include theft by any person who ordinarily lives with You at the time of the theft nor theft or misappropriation by any Tenant or sub-Tenant or any person working for the Tenant or sub-Tenant. **BUT** We will **not** cover You for loss or damage to Household Goods.
4. **Bursting, leaking, discharging or overflowing of fixed guttering, fixed tanks, fixed pipes** or other equipment used to hold or carry liquid of any kind including the reasonable costs of exploring for and locating the source which caused the damage under this event, **HOWEVER** We will **not** pay:
 - (a) for exploration costs unless there is also damage insured by this Defined Event;
 - (b) more than \$500 for the exploration and locating costs for any one occurrence; or
 - (c) for the cost of repair or replacement of the defective part(s) of the guttering, tanks, pipes or other equipment from which the loss or damage arose.
5. **Accidental breakage** of:
 - (a) a telephone handset;
 - (b) fixed glass, fixed shower base, fixed basin, fixed sink, fixed bath, fixed lavatory pan or fixed cistern where this Section of the Policy insures Buildings or where You have a legal liability for such breakage;
 - (c) (if Contents are covered) mirrors, or glass forming part of furniture (including glass table tops, fixed or unfixed).

We **do not cover** You if You suffer accidental breakage of the following items:

 - (i) a television picture tube or screen;
 - (ii) the picture tube or screen of an electronic visual display unit;
 - (iii) a ceramic or glass cooking top, unless damage was caused by physical impact of an object;
 - (iv) tiles; or
 - (v) glass in a picture frame or a clock.
6. **Acts of malicious persons or a deliberate or intentional act.**
We will not cover You under this event if loss or damage is intentionally caused by:
 - (a) You; or
 - (b) a member of Your family ordinarily residing with You; or
 - (c) any person acting with Your expressed or implied consent; or
 - (d) a Tenant or sub-Tenant, where You are a lessor, unless the loss or damage results in fire or explosion.**ALSO** We will **not** cover You under this event for loss or damage to Household Goods.
7. **Storm**
We will not cover You under this event if loss or damage is caused by:
 - (a) the sea, tidal wave, high-water, Flood, erosion, subsidence or landslide;
 - (b) water damage to the Buildings unless such water entered the Buildings through openings in walls or roofs made by the Storm or the direct consequence of the Storm;
 - (c) water seeping or percolating through walls, roofs or floors.
8. **Impact** which is caused by any of the following:
 - (a) aircraft or space debris or debris from an aircraft, rocket or satellite;
 - (b) any vehicle (including a waterborne craft) or animal (**but not** an animal kept on the site **nor** a domestic animal);
 - (c) a falling tree or part of a tree (**but not** loss or damage caused by tree lopping or felling by You or a person acting with Your consent); or
 - (d) television or radio aerials or masts that have broken or collapsed (but not damage to the actual television or radio aerial or masts).
9. **Riot or civil commotion, or acts of:**
 - (a) strikers or locked-out workers or persons taking part in labour disturbances;
 - (b) persons acting maliciously on behalf of or in connection with any political organisations; or
 - (c) any lawfully constituted authority in connection with the events covered in this Defined Event 9 which directly

results in the loss or damage caused.

10. **Loss of or damage to any part(s) of household electrical machines**, unless they are excluded below, forming part of:
- (a) Buildings (where the Policy insures Buildings); or
 - (b) Contents (where the Policy insures Contents)
- caused by the actual burning out of such part(s) by the electrical current running through it.
- We will not cover You** for:
- (i) loss or damage to radios, televisions, video or sound recording or playing equipment, computers and ancillary equipment and microwave ovens;
 - (ii) loss of use, depreciation, wear and tear;
 - (iii) electrical contacts at which sparking or arcing occurs in ordinary working;
 - (iv) lighting or heating elements, fuses or protective devices.

Each claim under this Defined Event 10 will be reduced by 8% for each full year since the manufacture of the item for which You are making a claim.

How We will settle Your Building claim

1. At Our option, We will:
 - (a) repair or rebuild the damaged part of Your Building to the same condition as when it was new (including the additional cost necessary to comply with government or local by-laws); or
 - (b) pay You the reasonable cost of repairing or rebuilding any damaged part of Your Building to the same condition as when it was new (including the additional cost necessary to comply with government or local by-laws); or
 - (c) pay You up to the amount of the Sum Insured.

If We pay You the reasonable cost of repair or rebuilding, this means the cost of repairing or rebuilding less any discount available to Us were We to repair or rebuild.

We will adjust Your claims payment in accordance with the GST provision noted under "Conditions of cover" and "GST Notice" section
2. When it is not possible to use original materials during the repair or rebuilding process, the nearest available equivalent to the original materials will be used. We will not pay to repair or rebuild property which has not been physically damaged.
3. Unless We have agreed in writing, repair or rebuilding must commence within six months of the loss or damage. If repair or rebuilding of Your Building is not commenced within six months of the loss or damage or any extended period to which We have previously agreed in writing, We will not be liable for any costs beyond the repair or rebuilding costs as at the date the loss or damage occurred.
4. If We have chosen to repair or rebuild Your damaged Building and You do not wish to repair or rebuild it, We will at Our option:
 - (a) pay You the reasonable cost to repair or rebuild Your damaged Building less an amount for depreciation based on the age and condition of the Building; or
 - (b) pay You the value of the land and buildings at the risk address immediately prior to the occurrence of the loss or damage less the value of the land and buildings immediately after the loss or damage occurred.
5. Rebuilding may be carried out on another site in the same vicinity provided that We agree in writing.
6. If the claim relates to loss or damage to fixed wall, floor or ceiling coverings, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred.
7. If the claim relates to loss or damage to a dividing fence We will only pay half the cost of repairing the fence, less the excess.
8. If the part of the Buildings which has suffered loss or damage is not in good condition, We will deduct an amount for depreciation based on the age and condition of the lost or damaged part.
9. In no case will We pay more than the Sum(s) Insured shown in the current Schedule, less any excess(es) which may be payable, unless We have stated differently under the heading "Other Benefits We Will Provide".

How We will settle Your Contents claim

1. At Our option, We will:
 - (a) repair or replace Your Contents; or
 - (b) pay You the reasonable cost of repair or replacement; or

(c) pay You up to the amount of the Sum Insured.

If We pay You the reasonable cost of repair or replacement, this means the retail price of the item as if it were new less **For Contents which are over 20 years old** (from their original date of manufacture), We will deduct an amount for depreciation based on the age and condition of the lost or damaged item.

For Contents which have suffered electrical loss or damage which is claimed under Defined Event 10 of “Types of loss or damage for which Your Buildings and/or Contents are covered (Defined Events)”, We will deduct an amount for depreciation based on the formula stated in Defined Event 10 mentioned above.

We will adjust Your claims payment in accordance with the GST provision noted under “Conditions of cover” and “GST Notice” section

2. When it is not possible to repair or replace a damaged item with original materials or an original item, the nearest available equivalent to the original materials or item will be used. We will not pay to repair or replace property which has not been physically damaged.
3. If the claim relates to loss or damage to carpet, loose floor coverings, curtains or internal blinds, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred.
4. If any part of a pair or set is lost or damaged, We will not pay more than the value of the part which is lost or damaged.
No allowance will be made for any reduction in the value of the remaining part or parts of the pair or set.
5. In no case will We pay more than the Sum(s) Insured shown in the current Schedule, less any excess(es) which may be payable, unless We have stated differently under the heading “Other Benefits We Will Provide” section.

Section 2 – Loss of Rent

What is Loss of Rent?

If Your Schedule shows You have Loss of Rent cover, We will insure You up to the Sum Insured against loss of rent in the event of the Buildings or Contents being so damaged by any of the Defined Events under Section 1 or under “Section 4 – Deliberate Damage by Tenants” as to become untenable (subject to the other terms and conditions of the Policy). However, You must be insured under this Policy for the loss or damage which causes the Loss of Rent.

For the purposes of this “Section 2 - Loss of Rent”, if You insure Contents which are contained in a strata-title unit and the strata-title unit is damaged from a Defined Event insured under “Section 1 - Buildings and/or Contents” or under “Section 4 – Deliberate Damage by Tenants”, even though We do not insure the strata-title unit We will pay You Loss of Rent as if We insured the strata-title unit.

The amount of the Loss of Rent stated in the Schedule represents the amount of rent You expect to receive from the insured property during the 12 months from the beginning of the Period of Insurance.

What is not Loss of Rent?

Loss of Rent is not loss of:

- (a) a security bond or deposit which is collectable from a Tenant; or
- (b) operating expenses of the rental property; or
- (c) consumables such as (but not limited to) electricity, gas and water.

How We will settle Your Loss of Rent claim

1. We will only pay You for the actual amount of rent You have lost which is calculated from:
 - (a) returned rent from bookings or rental agreements which cannot be fulfilled due to the loss or damage; and
 - (b) rent lost from written bookings or rental agreements which are unpaid and which cannot be fulfilled due to the loss or damage.
2. We will not pay for rent which is due for bookings and or rental agreements which:
 - (a) fall outside the reasonable time necessary for the repair or reinstatement of the loss or damage; or
 - (b) fall outside the 12-month period following the date of the loss or damage.
3. We will not pay more than the Sum Insured stated in the Schedule.
4. If the Sum Insured for Loss of Rent which is stated in the Schedule represents less than the amount of rent You expect to receive during the 12 months from the commencement of the Period of Insurance, then We will reduce the claim payment by the proportion that the Sum Insured bears to the amount of rent You expect to receive.

For example:

- (a) if Your claim is for \$1,000; and
- (b) the annual rent You expect to receive is \$8,000; and

(c) Your Sum Insured is \$6,000,

Your claim payment will be adjusted according to the following formula -

$$\frac{\$6,000}{\$8,000} \times \$1,000 = \$750$$

5. We will not pay a claim for Loss of Rent arising from Deliberate Damage until such time as any monies collected as a security deposit or bond are legitimately exhausted.

Section 3 – Strata-Title Mortgagee Protection

Your Schedule shows if You have Strata-Title Mortgagee Protection cover.

If You have Strata-Title Mortgagee Protection cover -

What is Strata-Title Mortgagee Protection

Strata-Title Mortgagee Protection is a cover taken out by You on behalf of and at the request of Your mortgagee.

Mortgagees cannot be named in some strata-title building insurances, they require a separate cover for their own security.

If Your Schedule specifies that You are covered under this Section, We will insure the mortgagee named in the Schedule as if they were You, on the same terms as the cover provided for loss or Damage to Buildings provided to You under Section 1 – Buildings and Contents and any other provisions relevant to claims made under that Section. The mortgagee can only claim under Section 3 when the strata-title body corporate insurance has failed to respond to a legitimate claim upon it.

We **do not** pay the mortgagee for any of the covers under the “Other Benefits We Will Provide” section.

What is not Strata-Title Mortgagee Protection

Strata-Title Mortgagee Protection does not cover:

- (a) “Contents”
- (b) any other cover available for Buildings which falls outside “Section 1 - Buildings and/or Contents” section

How We will settle Your Strata-Title Mortgagee Protection claim

- 1. We will pay Your mortgagee for any loss or damage to the Buildings which would be payable under “Section 1 - Buildings and/or Contents” if the building had been insured under Section 1 of the Policy, and in accordance with “How We will settle Your Building claim”.
- 2. The amount We pay will not exceed:
 - (a) the Sum Insured; or
 - (b) the amount for which You are legally liable (as a unitholder in the body corporate) arising out of the loss or damage; or
 - (c) the amount You owe the mortgagee in relation to the unit named in the Schedule, whichever is the lesser.

Section 4 - Deliberate Damage By Tenants

Your Schedule shows if You have Deliberate Damage by Tenants cover.

What is Deliberate Damage by Tenants

If You have Deliberate Damage by Tenants cover We will insure You for physical loss to Your Buildings and/or Contents arising from Deliberate Damage done to the Building by Tenants during the Period of Insurance (subject to the other terms and conditions of the Policy). Refer to “Words With Special Meanings” section for the meaning of Deliberate Damage.

We will **not** cover You for loss or damage to Household Goods (refer to “Words With Special Meanings” section clause 3).

What is not Deliberate Damage by Tenants

We will not cover You for:

- (a) deliberate, intentional or malicious acts by You or anyone who is acting with Your express or implied consent
- (b) failure to do things, such as cleaning, gardening and the like;
- (c) theft by the Tenant;
- (d) items missing where there is no independent evidence supporting Deliberate Damage by the Tenant;
- (e) cleaning costs or removal of garbage or any material left on the Premises by the Tenant;
- (f) accidental or unintentional damage;
- (g) normal deterioration, wear and tear;
- (h) damage by animals, whether or not they are owned by the Tenant.

How We will settle Your claim for Deliberate Damage by Tenants

- 1. We will pay You for the actual amount of Deliberate Damage You have suffered. This will be assessed by comparing the damage at the date the damage was discovered with the condition the property was in when the Tenant moved in.

2. If You or Your agent have not taken reasonable steps to minimise the damage caused, We may reduce the claim payment by the amount by which the actions or lack of action of You or Your agent increased the cost of the claim.
3. We will deduct an amount for depreciation based on the condition of the damaged item before the claim occurred.
4. We will not pay more than the Sum Insured stated in the Schedule.
5. We will not pay a claim for Deliberate Damage until such time as any monies collected as a security deposit or bond are legitimately exhausted.

Other benefits We will provide

1. **Legal Liability- cover for injury to other people or their property.**

(Applicable if You have either Buildings or Contents cover)

What You are covered for

We will cover Your legal liability, as owner of the Premises, for payment of compensation in respect of:

- (a) death, bodily injury or illness, and/or
- (b) physical loss or damage to property

which occurs during the Period of Insurance and which is caused by an accident or series of accidents attributable to one source or originating cause and which arises out of Your ownership of the Premises and which was from an accident occurring at the Premises.

The maximum amount We will pay under this Policy is \$20,000,000 arising out of any one accident or series of accidents attributable to one source or originating cause. This limit will be reduced by any amount paid under any other buildings or contents policy You have with Us providing this type of cover for the same liability, loss, occurrence or incident.

In addition, We will also pay all legal costs and expenses You incur with Our consent for which You are legally liable plus the cost of any lawyers We appoint.

What You are not covered for

1. We will not cover Your legal liability for:
 - (a) damage to Your property;
 - (b) injury to any person who normally lives with You, or damage to their property;
 - (c) injury to Your employees, or damage to their property;
 - (d) loss of or damage to property in Your care, custody or control;
 - (e) claims involving Your business, trade or profession other than as the owner of the property insured under this Policy;
 - (f) which You are liable because of the terms of an agreement You have entered into (unless You would have been liable if the agreement did not exist);
 - (g) claims arising out of the ownership, possession or use by You of any land or buildings other than those Premises at the situation shown in the Schedule;
 - (h) claims arising out of the possession or use by You of the Premises at the situation shown in the Schedule, other than as the owner of the Premises;
 - (i) claims for pregnancy or the transmission of any disease;
 - (j) claims arising out of Your ownership, possession or use of any:
 1. aircraft or aerial device or aircraft landing area, except a model aircraft or toy kite, **“aircraft landing area”** means any area in which aircraft land, take off, are housed, maintained or operated;
 2. mechanically propelled vehicles (other than garden implements used for private purposes);
 3. watercraft;
 - (k) claims involving buildings in the course of construction or any alterations, additions, demolition, repairs to or decoration of the buildings costing more than \$30,000;
 - (l) claims arising directly or indirectly out of or in any way connected with the existence, at any time, of asbestos;
 - (m) claims arising out of the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, **unless** such a discharge, dispersal, release or escape is caused by a sudden accidental unexpected and unintended happening. We will not pay expenses for the prevention of such contamination or pollution;
 - (n) claims arising from a strata-title building unless such building is insured by the Policy, however, this exclusion will not apply to Your liability which falls outside the responsibility of the body corporate or

- strata-title company;
 - (o) claims:
 - i) which arise out of or from activities associated with the operation of a complex (of which the Premises forms part) as a resort and/or hotel and/or a strata-title complex, or
 - ii) from the use of facilities which are not for the exclusive use of the occupants of:
 - A) the unit insured on the Schedule, or
 - B) the unit noted on the Schedule in which the insured Contents are situated, or
 - iii) arising out of services provided to the unit by a service provider or facility contained within or external to a complex (of which the Premises forms part);
 - (p) damage to any land or fixed property resulting from vibration, the removal or weakening of or interference with support to land, buildings or any other property;
 - (q) claims arising directly or indirectly from or in any way connected with the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus, an internet site or other internet based service, intranet or any web site;
 - (r) claims arising out of the ownership, possession or use by You of animals or birds.
2. We will not:
- (a) cover Your legal liability arising out of breach of copyright or an act of libel, slander or assault caused by You;
 - (b) cover You for any legal liability arising from any:
 - i. statutory compulsory scheme or fund, or
 - ii. accident compensation scheme or workers' compensation policy of insurance, or
 - iii. industrial award,
 even if the amount recoverable is nil;
 - (c) cover You for any legal liability which is in excess of that recoverable under any:
 - i. statutory compulsory scheme or fund, or
 - ii. accident compensation scheme or workers' compensation policy of insurance, or
 - iii. industrial award;
 - (d) pay for any aggravated, exemplary or punitive damages, fines or penalties.

Special conditions applying to legal liability:

1. This legal liability cover will be governed by the law of the State or Territory where this Policy was arranged and whose courts will have jurisdiction in any dispute.
No excess applies to this benefit.

2. Temporary removal of Contents

(Applicable if You have Contents cover)

What You are covered for

We will cover You for the events listed in "**Types of loss or damage for which Your Buildings and/or Contents are covered**" section for loss or damage to Contents anywhere in Australia, for an amount up to 20% of the Sum Insured for Contents:

- (i) while the Contents are temporarily removed to any occupied private residence or any other premises where You (or any member of Your family permanently living with You) are temporarily living or employed or carrying on business but not while contained in a tent, vehicle, caravan, waterborne craft or aircraft; or
- (ii) while the Contents are:
 - (a) temporarily removed to any other situation, or
 - (b) being carried on Your person, or
 - (c) in transit
 against loss or damage caused by fire, lightning, explosion or theft.

3. Fees

(Applicable if You have Buildings and/or Contents cover)

What You are covered for

We will cover You for:

- (a) architects' fees, and
- (b) removal of debris

necessarily incurred in the repair or reinstatement of damage to Buildings and/or Contents arising from the events listed in "**Types of loss or damage for which Your Buildings and/or Contents are covered**".

We will also pay up to a maximum amount of \$500, for any one incident, for the removal of those objects which cause loss or damage covered under this Policy.

We will not pay any more than the Section 1 Sum Insured in total on the damaged property including the costs claimed

under this Benefit.

We will not pay for:

- (a) the costs of complying with the requirements of any statutory authority if You received notice of the requirements or were aware of them before the loss or damage occurred;
- (b) the removal of a tree stump from the ground, or the removal of any part of a tree that has not fallen.

4. Underground Services

(Applicable if You have Buildings cover)

What You are covered for

We will cover You for the cost of repairing accidental damage to underground:

- (a) water supply pipes;
 - (b) gas pipes;
 - (c) electricity cables
- extending from the Buildings to the public mains.

5. Emergency Access

(Applicable if You have Buildings cover)

What You are covered for

We will cover You for the cost of repairing damage to the Building caused by forced access by emergency services to attend an emergency at Your Premises, provided We will not pay more than \$2,000 arising from any one event.

When We Will Not Pay A Claim Under Your Policy

- 1. This Policy does not cover loss, liability, injury or damage:
 - (a) caused by a **deliberate, intentional, malicious or criminal act** by:
 - You; or
 - a member of Your family ordinarily residing with You; or
 - Your invitees; or
 - any person who is acting with Your express or implied consent;
 - (b) caused by **lawful confiscation, destruction, detention, nationalisation, requisition or seizure**;
 - (c) to any property as a result of its undergoing any process involving the application of **heat**;
 - (d) caused directly or indirectly by or arising from ionising radiation or contamination by radioactivity from:
 - any **nuclear** fuel or **nuclear** waste,
 - the combustion of **nuclear** fuel (including any self-sustained process of **nuclear** fission), or
 - **nuclear** weapons material;
 - (e) caused by or arising from any **war**, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military uprising;
 - (f) arising out of depreciation, gradual deterioration, **wear and tear**;
 - (g) caused directly or indirectly through **inherent defects, faulty design, structural defects or poor workmanship**;
 - (h) caused directly or indirectly by **tree lopping or felling** by You or another person who is acting with Your express or implied consent.
- 2. Unless We state differently in Your Policy, We will not pay for:
 - (a) loss or damage which is caused directly or indirectly by:
 - **insects or birds**;
 - **vermin** (other than loss or damage caused by fire);
 - **domestic animals or pets**;
 - **rust, corrosion, algae, mould or mildew**.
 - (b) **consequential loss**;
 - (c) loss or damage which is caused by **Flood**;
 - (d) loss or damage caused by **atmospheric conditions** other than Storm;
 - (e) loss or damage not caused by one of the insured events.
- 3. **Terrorism**

This Policy does not cover loss, damage, liability, injury, illness, death or damage caused by, arising directly or indirectly out of or in any way connected with:

 - (a) any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or
 - (b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to in (a) above.

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- (a) influence a government or any political division within it for any purpose, and/or
- (b) influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

This exclusion takes precedence over any other provision or endorsement of this Policy.

Conditions of Cover

1. **Occupancy**

You can only make a claim if the Buildings are used solely for private residential or holiday rental purposes.

2. **Security**

You can only make a claim if:

- (a) all external doors in the dwelling are secured by keyed deadlocks or keyed deadbolts and sheds or garages are secured by padlocks;
- (b) all external windows are secured by keyed deadlocks, keyed deadbolts or steel grilles which are screwed into window frames;

unless We have stated to the contrary in the Schedule.

3. **Cancellation**

- (a) You may cancel this Policy at any time by telephoning Us. Cancellation by You will be effective from 4pm on the later of the day We receive the cancellation notice or the date specified in the notice.
- (b) We have the right to cancel the Policy where permitted by and in accordance with the law. For example, We may cancel this Policy in certain circumstances.

These include:

- if You failed to comply with Your Duty of Disclosure, or
 - where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy, or
 - where You have failed to comply with a provision of the Policy, including the term relating to payment of premium, or
 - where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You, or
 - where We agree to accept payment of premium by seven or more periodic instalments and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.
- (c) If We decide to cancel the Policy, We will (as relevant) give notice to You personally or to Your last known address. Such notice will be effective from 4pm on the third business day after the day it is given to You, unless it specifies a later date or such earlier time in accordance with the Insurance Contracts Act.
 - (d) Subject to (e), if You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover.
 - (e) In the event that You have made a claim under the Policy and We have agreed to pay the full sum insured for Your property no return of premium will be made for any unused portion of the premium.

4. **Cooling-Off Period**

You may return Your Policy (including a renewal) if You are not satisfied with it. To do so, You must write to St George Underwriting Agency asking to return Your Policy. The letter must be received by St George Underwriting Agency within 30 days of the date We entered into the Policy with You. St George Underwriting Agency will cancel it from the time that Your notification is received. This does not affect Your cancellation rights in the Policy, however, You cannot return Your Policy if:

- (a) You have used any right under the Policy (e.g. a claim has been made) or Your rights have ended (e.g. the Period of Insurance has finished); or
- (b) it covers an event that will start and end within the 30 day period (e.g. a trip overseas or loading a transportation vehicle) and the event has started.

If You exercise Your cooling-off rights, We will refund any money that You have paid to Us but We may deduct any government taxes or duties which We cannot recover.

5. **Claims Settlement and Procedure**

- (a) If loss or damage or an event occurs which is likely to result in a claim, You must at Your own expense:
 - (i) advise St George Underwriting Agency immediately of full details of any loss, damage, injury or notice of claim against You;

- (ii) provide St George Underwriting Agency with all information and evidence We may reasonably require;
- (iii) take all reasonable precautions to prevent further loss or damage or liability;
- (iv) immediately inform the police of any actual malicious damage or theft, housebreaking or attempts to commit any of these;
- (v) give to St George Underwriting Agency, within thirty (30) days of the event, a written statement of the claim and any further information and proof which We may reasonably require.

(b) Where claims are made against You or any other person insured by the Policy:

- (i) You or such other person must not admit responsibility or offer or agree to settle the claim without Our consent;
- (ii) We will be entitled to take over and conduct in Your name or in the name of such other person any legal proceedings to defend the claim and to seek any legal remedy against other persons;
- (iii) We will have full discretion in the conduct of negotiations, proceedings and settlement of the claim and You or such other person must give such information and assistance as We may reasonably require.

6. **Fraudulent Claims**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under the Policy, We will to the extent permitted by law refuse payment of such claims.

7. **Total Amount Payable**

The Sums Insured You have selected for Sections 1, 2 & 3 represent the total amount payable by Us for loss of or damage to Buildings or Contents caused by any of the Defined Events during any one Period of Insurance. This limitation does not apply to Additional Benefit 1 (Legal Liability) of Section 1 of the Policy.

8. **GST Notice**

This Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

Sums insured

All monetary limits in the Policy may be increased for GST in some circumstances (see below).

Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

- Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount.
- We will pay the GST amount in addition to the Sum Insured/limit of indemnity or other limits shown in the Policy or in this Schedule. If Your Sum Insured/limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. We will reduce the GST amount We pay by the amount of any input tax credits to which You are or would be entitled.
- Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
- Where the Policy insures Loss of Rent, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by You that is relevant to Your claim.

Disclosure – Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

Making A Claim

Excesses

We deduct the Excess shown on the current Schedule from the amount of Your claim.

A special excess of \$200 applies to damage or loss arising from an earthquake or tsunami – all destruction or damage occurring within a period of 72 hours of the earthquake or tsunami is regarded as the same event and only one excess applies.

What You must do

To the extent permitted by law, We may reduce the amount We pay on any claim if You do not act as follows:

1. **Do not admit liability**

You must not:

- (a) admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- (b) offer or agree to settle any claim; without Our consent.

We are entitled to take over and conduct the defence of any claim made against You for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of any claims.

If the claim is for legal liability, You may make a written request to St George Underwriting Agency to agree that You are covered in respect of the claim.

2. **Prevent further damage**

You must take all reasonable precautions to prevent any further loss, damage or liability.

3. **Contact the police**

Inform the police immediately of any malicious damage, theft, attempted theft, burglary or loss of insured property.

4. **Keep evidence of the loss or damage**

You must keep evidence of any loss or damage to Your insured property. You may not authorise any repairs or replacement unless You are preventing further loss, damage or liability from occurring.

5. **Contact Us as soon as possible**

If there is any loss, liability, injury or damage which is likely to result in a claim, You must give St George Underwriting Agency immediate notice of the full details of any loss, anticipated or alleged liability, injury or damage.

You or Your representative must give St George Underwriting Agency full details in the manner We request which will be either:

- (a) in writing by completing Our claim form which will be supplied to You when You contact Us; or
- (b) verbally.

You must also:

- provide St George Underwriting Agency with any original receipts, proof of ownership or quotes We require to settle Your claim,
- inform St George Underwriting Agency if Your property is insured under any other policy,
- give St George Underwriting Agency immediate notice of the commencement of any legal proceedings against You.

What happens after You make a claim

1. **Assist Us with Your claim**

You must assist Us or Our representatives with Your claim. This means You give Us or Our representatives all the information and assistance with Your claim which We may reasonably require.

If We have the right to recover any amount payable under this Policy from any other person, You must co-operate with Us in any action We may take.

2. **Proof of value or ownership**

When You make a claim for loss or damage to any item insured by this Policy We will ask You to provide evidence of value and ownership of the property. Receipts, valuations, photographs and instruction manuals will assist You to prove that You owned the item and prove its value.

3. **End of cover following a total loss claim**

If We accept a claim and pay an amount which:

- (a) is equal to or greater than the total Sum Insured for any single part of the Policy on the insured property; or
- (b) is sufficient to pay You for the total loss or destruction of all the insured property under a single part of the Policy, cover under that particular part of the Policy will end.

4. **Payment of unpaid premium following a total loss claim**

If We accept Your claim and pay You the total Sum Insured for Your property:

- the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You,
- if We replace or rebuild the property, You must pay Us or Our representatives the balance of any unpaid premium or instalments for the Period of Insurance.

5. **Our rights of recovery**

We have the right to recover from any person, where permitted by law, the amount of any claim payable to You under this Policy and We will have full discretion in the conduct, settlement or defence of any claim in Your name. If We recover more than the amount We paid to You on Your behalf, We will pay You the balance.

6. **GST**

We will adjust Your claims payment in accordance with the GST provision detailed under "Conditions of cover" and "GST Notice" section.

Other information

Renewal procedure

Before this Policy expires We will advise You in writing if We are prepared to renew by sending a renewal invitation advising the amount payable to renew the Policy. Alternately We will advise if renewal will not be offered.

This document also applies to any offer of renewal We may make, unless We tell You otherwise.

It is important that You check the information shown before renewing each year to satisfy Yourself that the details are correct.

Your Duty Of Disclosure

We rely on the information You provide Us with, to decide whether to insure You and the terms on which We will insure You. To comply with Your duty of disclosure when first entering into an insurance contract with Us, You must tell Us everything You know and that a reasonable person in the circumstances could be expected to tell Us, in answer to the questions We ask You. This applies to every person insured under the policy.

If You fail in Your duty of disclosure, We may reduce or deny any claim You make or cancel Your policy. If You fraudulently keep information from us or deliberately make false statements, We may avoid Your contract and treat Your insurance as if it never existed.

To comply with Your duty of disclosure when You vary, renew, extend, reinstate or replace Your policy, You must tell us everything that You know, and which a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to insure You and, if so, on what terms. You do not have to tell us anything that is common knowledge that We should know through Our business, that reduces the risk of a claim or that We tell You We do not need to know.

How We protect Your privacy

We are bound by the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth) and comply with the Privacy Act 1988 (Cth). We are committed to ensuring that all Our business dealings comply with the APPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling. Without this information, We are not able to provide You with the services You require.

If You would like a copy of Our privacy policy, would like to seek access to or correct Your personal information, or opt out of receiving materials We send, please contact Us.

Dispute resolution process – helping You solve any problems

We welcome every opportunity to resolve any concerns You may have with Our products or service. In the first instance contact Us directly or Your insurance broker if applicable.

If Your concern is still not resolved to Your satisfaction please write to Our Internal Dispute Resolution Committee at:

The Hollard Insurance Company Pty Ltd
Internal Dispute Resolution Committee
Locked Bag 2010, St Leonards NSW 1590

or email resolution@hollard.com.au or call 02 9253 6600.

Your concern will be investigated by an officer with full authority to deal with the complaint and You will be informed of the outcome within fifteen working days of receiving Your concern. If Your concern still remains unresolved to Your satisfaction or has not been resolved within 45 days, You may refer the matter to the Financial Ombudsman Service (FOS) subject to its terms of reference, which acts as Our external dispute resolution provider. FOS is an independent body and its service is free to You. FOS can be contacted via:

post GPO Box 3, Melbourne, Victoria 3001
web www.fos.org.au
email info@fos.org.au
phone 1300 78 08 08

A decision of FOS is binding on Us (up to specified jurisdiction limits). A decision of FOS is not binding on You and You have the right to seek further legal assistance.

General Insurance Code of Practice

Hollard is a signatory to the General Insurance Code of Practice. The objectives of this Code are to:

- commit Us to high standards of service;
- promote better, more informed relations between Us and You;
- maintain and promote trust and confidence in the general insurance industry;
- provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
- promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from the Insurance Council of Australia website www.insurancecouncil.com.au or by phoning (02) 9253 5100.

Financial Claims Scheme

Hollard is an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and is subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Hollard are met within a stable, efficient and competitive financial system.

The protection provided under the Financial Claims Scheme legislation applies in relation to Hollard and the policy. If Hollard were to fail and were unable to meet their obligations under the policy, a person entitled to claim under the policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at www.apra.gov.au or the APRA hotline on 1300 55 88 49.

Hollard is exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act. Hollard has compensation arrangements in place that are in accordance with the Insurance Act.