

Residential Students Home Contents

Home & Contents Insurance Policy



POLICY

QM479

This Policy is underwritten by QBE Insurance (Australia) Limited
ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney



RESIDENTIAL STUDENTS HOME CONTENTS POLICY INSURED EVENTS

Welcome to QBE Australia

In this Policy booklet you'll find all the information you need to know about the type of cover(s) available, our terms and conditions, and making a claim.

Please read this booklet and make sure that you are satisfied with what we offer.

Unless we have already agreed to issue a Cover Note, insurance protection only begins when we receive and accept your completed application form and the premium.

This booklet and the insurance schedule we send you form your legal contract with us, so please keep them together in a safe place.

Please do not hesitate to contact your broker or agent if you have any questions about this Policy booklet or your insurance cover.

About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation

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RESIDENTIAL STUDENTS HOME CONTENTS POLICY INSURED EVENTS

Important information

Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Our agreement with you

This Policy is a legal contract between you and us. You pay us the premium, and we insure you against loss, damage or liability as set out in the Policy, occurring during the period of insurance shown on your schedule or any renewal period.

Words with special meanings

Word or term	Meaning
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You, your	any person shown on the current schedule as the insured.

Some other words have special meanings, and these are explained where they occur in the Policy

Duty of Disclosure – What you must tell us

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

New business

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

When answering our questions you must be honest.

- **Who needs to tell us**

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

- **If you do not tell us**

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

Renewals, variations, extensions and reinstatements

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

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

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

- **If you do not tell us**

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

Your Policy

Your contents Policy consists of this booklet and the schedule attached to it.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask us, or your broker or agent.

The address and telephone number of your QBE branch are on the schedule.

Providing proof

You should keep your Policy in a safe and convenient place, and also keep receipts or other evidence of ownership and value of items you have insured on the application and other items of significant value.

Preventing our right of recovery

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

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

General exclusions applying to this Policy

1. This Policy excludes loss, damage, destruction, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - (b) any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination.

For the purpose of this exclusion an act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological or ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- (c) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This exclusion 1. also excludes any loss, destruction, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) or (c) above.

Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling your personal information. QBE has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims you make or claims made against you. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors, investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or litigation. We may disclose personal information to people listed as co-insured on your policy and to family members or agents authorised by you. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001. Telephone: (02) 9375-4656, Fax: (02) 8275-9022 or Email: compliance.manager@qbe.com

The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

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

Contents cover

Your schedule indicates whether your Contents are insured at the site shown on the schedule.

It shows unspecified contents and specified contents which are items of particular value you have insured on the application.

What contents means

- (a) all household goods and personal effects within your private room on campus which belong to you or for whose loss or damage you are legally liable
- (b) articles of special value which you have listed on the schedule under “contents specified items”
- (c) if you are a tenant, landlord’s fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use
- (d) golf buggies, motorcycles up to 125cc engine capacity, garden equipment or motorised wheelchairs none of which require registration
- (e) canoes, surfboards, surf skis or sailboards and any watercraft not exceeding 3 metres in length and 10 horsepower

whilst contained within your private room on the campus.

What you are insured against

You are insured for loss or damage to **your contents** during the **period of insurance** whilst they are at the **site** caused directly by any of the **insured events** set out in the following table (except to the extent indicated in the table). There are also some limits and exclusions which **you** must read.

Loss or damage to your contents caused directly by any of the following events:	But not
(a) Fire or explosion	Loss or damage to any item caused by: <ul style="list-style-type: none"> • the deliberate application of heat • scorching, melting, or charring
(b) Storm or rainwater	Loss or damage caused by: <ul style="list-style-type: none"> • Storm, rainwater or wind to trees, shrubs or plants • Storm, rainwater or wind to retaining walls, free standing walls, fences or gates not constructed of brick, concrete, masonry or stone (except in Queensland & Western Australia) • Flood ‘Flood’ means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir • The action of the sea, high water, tidal wave • Water seeping through a wall or floor • Mildew, algae • Atmospheric or climatic conditions other than storm • Water entering the home through an opening made for the purpose of alterations, additions, renovations or repair
(c) Lightning or thunderbolt	Loss or damage caused by fluctuations in the power supply unless there is evidence of a lightning strike
(d) Earthquake or tsunami All destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one insured event	The first \$200 for earthquake or tsunami damage ‘Tsunami’ means a sea wave caused by a disturbance of the ocean floor or by seismic movement

What contents does not mean

1. fish, birds or animals of any description
2. trees, shrubs and any other plant life (other than pot plants)
3. any caravan or trailer
4. motorised vehicles other than in (d)
5. watercraft other than in (e)
6. aircraft or their accessories (other than a non-pilotable model aircraft)
7. accessories or spare parts of motor vehicles, caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft
8. photographic and video equipment and musical instruments or musical equipment used for earning income
9. any property illegally in your possession
10. commercial or retail trade stock
11. contents whilst contained in any other building or common area

Loss or damage to your contents caused directly by any of the following events:	But not
(e) Theft	Loss or damage caused by: <ul style="list-style-type: none"> • theft by any person who is living at the site unless there is evidence that your home has been entered forcibly and violently • theft of cash or negotiable securities unless there is evidence that your home has been entered forcibly and violently
(f) Malicious acts	Loss or damage intentionally caused by: you, your family, or your family visitors, a tenant, or tenant visitors
(g) Riot or civil commotion	
(h) Bursting, leaking, discharging or overflowing of fixed basins, shower bases, or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind If we accept a claim we will also pay the reasonable costs of locating the cause of the damage, and the costs of reinstating the property damaged or disturbed in the course of work	Loss or damage which: <ul style="list-style-type: none"> • occurs gradually over time • results from water escaping from a shower base not fitted with a tray or water proof membrane • is caused by the porous condition of any tiles, grouting or sealant Repair or replacement of the apparatus, tank or pipe itself
(i) Impact by: <ul style="list-style-type: none"> • A vehicle, an aircraft or a water-borne craft • Space debris or debris from an aircraft, rocket or satellite • An animal • A falling tree or part of a tree • A mast or a television or radio aerial that has broken or collapsed. 'Impact' means a collision of 2 or more objects	<ul style="list-style-type: none"> • An animal kept at the site • Felling or lopping trees at the site
(j) Breakage of: <ul style="list-style-type: none"> • Glass forming part of an item of furniture, or, domestic telephones 	Damage to any property other than the broken glass or ceramic material shower base, basin, sink, lavatory pan, cistern or telephone <ul style="list-style-type: none"> • Any item that is chipped or scratched • Glass in a picture frame, or clock • Glass in television sets, radios, VDU's or any other computer or electrical equipment • Glassware, crystal or ornaments • Mobile cellular telephones
(k) Fusion in an electric motor We will pay the cost of rewinding the motor, or, at our option, replacing it. 'Fusion' is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by electric current You will have to contribute towards the total cost of repair or replacement including labour charges as follows: <ul style="list-style-type: none"> • Motors up to 10 years from the date of purchase when new or rewinding – no contribution For each additional year – 20% per year. In no case will your contribution exceed 90% after applying the excess	Motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding Repair or replacement of additional parts or service items
(l) If this Policy insures your contents we also pay for spoilage of food in domestic refrigerators or freezers at the site caused by: <ul style="list-style-type: none"> • Breakdown of the refrigerator or freezer • Failure of the electricity supply to the home 	Spoilage as a result of: <ul style="list-style-type: none"> • Strikes • Switching off or disconnecting the electricity supply

How and how much we will pay for loss or damage

Contents:

At our option we

- repair or replace the items, or
- pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
- pay up to the sum insured.

The maximum we pay on the following contents items is shown in the table.

Contents where a maximum limit applies	Maximum Limit
(a) Works of art, pictures, tapestries, rugs, antiques	\$500 per item, and \$1250 for each resident
(b) Items of jewellery, gold or silver articles, furs, watches, photo-graphic equipment including video cameras, sporting equipment, collections of any kind	\$500 per item or collection and in total \$1250 for each resident
(c) Bicycles	\$500 for each resident
(d) Cash, treasury notes, savings certificates, stamps, money orders, and other negotiable instruments bullion or documents.	\$200 for each resident

Floor coverings, blinds and curtains

For carpets and other floor coverings, curtains and internal blinds we pay only for items in the room, hall or passage where the damage occurred.

Pairs, sets and collections

If any item lost or damaged is part of a pair, set or collection, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair, set or collection, or for any reduction in value of the remaining part or parts.

A pair, set or collection means 2 or more articles the collective value of which exceeds the sum of their individual values.

Excess

We deduct the excess shown in the Policy document or on the current schedule from the amount of your claim.

Excess means the first amount of any claim which you contribute.

For earthquake or tsunami claims the excess is \$200, or the amount shown on your schedule, whichever is greater.

All loss, destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one earthquake.

Additional benefits

We pay additional benefits 1 to 2 as part of your sum insured for contents.

1. Illegal use of credit card or financial transaction card

If this Policy insures your contents and a credit card or financial transaction card is lost or stolen, we pay up to \$200 towards any legal liability you incur from its unauthorised use.

We do not pay if:

- the card does not belong to you
- you have not complied with the card issuer's requirements
- the unauthorised user of the card is someone living at the site.

2. Loss of rent or temporary accommodation

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

We pay up to \$2000 for each resident.

What you are not insured against

(applies to Contents)

You are not insured against:

- loss or damage intentionally caused by you or a member of your family or a person acting with your or their consent
- loss or damage resulting from or caused by:
 - the lawful seizure, confiscation, nationalisation or requisition of the property insured
 - destruction of or damage to property by a government or public or local authority
 - inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
 - wear, tear, rust, corrosion, depreciation or gradual deterioration
 - fungus, mildew, algae, atmospheric or climatic conditions (other than storm)
 - settling, shrinkage or expansion in buildings, foundations, walls or pavements
 - the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair
 - damage to swimming pools or similar structures caused by hydrostatic pressure
 - mechanical, electrical or electronic breakdown where fusion does not occur
 - loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error
 - any consequential loss other than that specifically provided by this Policy

12. any process of cleaning involving the use of chemicals
 13. vermin, insects, wildlife
 14. tree roots
 15. erosion, subsidence, landslide or earth movement other than as a direct result of one of the following insured events:
 - (b) storm
 - (d) earthquake or tsunami
 - (h) escaping liquid
 and occurring no more than 24 hours after the event.
 16. The action of the sea, high water, tidal wave.
- (c) Loss or damage to sporting equipment while in use or play.

Legal liability

What you are insured against

When we insure your contents, we insure you against any claim for compensation or expenses which you become legally liable to pay for:

- the death of, or bodily injury to, any person
- the loss of, or damage to, property

resulting from an occurrence during the period of insurance

We pay up to the amount shown on the schedule for any one occurrence.

We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.

In addition to this amount we pay legal costs which we approve.

Additional benefit – Motor vehicle liability

We insure you against any claim for compensation or expenses which you become legally liable to pay for:

- the death of, or bodily injury to, any person
- the loss of, or damage to, property, arising from the ownership, custody, or use of:
 - any vehicle not required to be registered by law
 - any motorised wheelchair
 - any domestic trailer not attached to any vehicle.

We also insure you against claims for:

- death or bodily injury caused by you solely as a result of you being passengers in a registered vehicle
- death or bodily injury caused by any registered vehicle if the occurrence causing the death or bodily injury takes place at the site.

We do not insure you:

- if you are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme
- if you are entitled to be wholly or partly protected by any other Policy of insurance which specifically covers the vehicle.

What you are not insured against

(applies to Legal liability and Motor vehicle liability)

We do not insure you against liabilities arising from:

1. any liability arising out of any agreement unless liability would have attached to you if that agreement did not exist
2. death of or bodily injury to you or to any person who normally lives with you
3. death of or bodily injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment
4. damage to property belonging to you or any person who normally lives with you or to your or their employees
5. any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
6. the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 3 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower
7. the conduct of any activity carried on by you or your family for reward except part time casual babysitting or letting the home for domestic purposes
8. vibration or the weakening of, removal of or interference with support to land, buildings or other property
9. construction or demolition of a building, including the home if the value of the work exceeds \$50,000
10. death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family
11. the ownership of land, buildings or structures other than the home insured by this Policy
12. loss, damage or injury intentionally caused by you or a person acting with your or their consent.
13. the lawful seizure, confiscation, nationalisation or requisition of the property insured
14. destruction of or damage to property by any government or public or local authority
15. the ownership or use of any motor vehicle other than the cover given by the Additional benefit – Motor vehicle liability.

We do not insure you against fines, penalties, or punitive, aggravated or exemplary damages.

General conditions

Changes

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

Cancellation

You may cancel this Policy at any time by notifying us in writing. We refund to you a proportion of the premium for the unexpired period of insurance .

We may cancel this Policy by notice in writing for any reason available to us at law. We refund you a proportion of the premium for the unexpired period of insurance.

If the premium is paid by instalments, we may cancel this Policy at any time by giving notice in writing if any instalment of premium has remained unpaid for 1 month or more.

Care and maintenance

If you do not take reasonable care to:

- protect and maintain the property insured
- prevent damage or injury to others or their property
- minimise the cost of any claim under this Policy, or
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property

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

Claims

What you must do

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

- take all reasonable precautions to prevent further loss, damage or liability
- notify the police immediately if any of your property is lost, stolen, or maliciously or intentionally damaged
- tell us or your insurance broker or agent as soon as possible. You will be provided with a claim form and advice on the procedure to follow
- supply us with all information we require to settle or defend the claim
- notify us of any other insurance covering the same loss, damage or liability
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person.
- advise us of your correct Australian Business Number and Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you. When we pay a claim, your GST status will determine the maximum amount we pay. We will (where relevant) pay you on your claim by reference to your GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

In an emergency outside normal business hours you may ring our emergency service on 1800 023387 for assistance. If in doubt at any time, ring us or your insurance broker or agent for advice.

What you must not do

You must not:

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

What we do

We have the right to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for damages. We have full discretion in the conduct of any proceedings and in the settlement of any claim.

What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy document or on the schedule.

We may refuse to pay a claim if you are in breach of your duty of disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the schedule.

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

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

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

If you have a concern

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

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

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

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC-approved external dispute resolution body.

The FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. We are bound by the determination of the FOS but the determination is not binding on you.

We will provide the contact telephone number and address of the FOS office upon request.