

Product Disclosure Statement

[Home & Contents – Defined Events Policy](#)

[About this Product Disclosure Statement \(PDS\)](#)

This PDS contains important information to help you understand your home insurance.

[The Insurer](#)

Certain Underwriters at Lloyds have agreed to insure you, in return for payment of the premium shown in your certificate of insurance, and in accordance with the terms and conditions of your policy. You can obtain further details of the syndicate numbers by requesting them from us.

[MHIA](#)

Manufactured Homes Insurance Agency, a division of Argenta underwriting Asia Pte Ltd, a limited liability company incorporated in Singapore (ARBN 23608570716 AFS lic. # 482725) (MHIA) is an underwriting agency. MHIA acts as the agent of the insurer to market, solicit, offer, arrange and administer this home insurance. MHIA has binding authority to issue contracts of insurance and to deal with or settle claims on behalf of the insurer. All contact in relation to this insurance should be made through MHIA.

[Duty of Disclosure](#)

Before you enter into your policy with us, you have a duty under the insurance contracts act 1984 (the act) to disclose to us every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

The act imposes a different duty the first time you enter into your policy with us, to that which applies when you renew, vary, extend, reinstate or replace it.

Your duty of disclosure when you enter into your policy with us for the first time

We will ask you various questions when you first apply that are relevant to our decision whether to accept the risk of insurance and, if so, on what terms. When you answer those questions, you must:

- Give us honest and complete answers;
- Tell us everything you know; and
- Tell us everything that a reasonable person in the circumstances could be expected to know.

Your duty of disclosure when you renew, vary, extend, reinstate or replace your policy

When you renew, vary, extend, reinstate or replace your policy, your duty is to disclose to us before the renewal, variation, extension, reinstatement or replacement every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

What you do not need to tell us

Your duty however does not require disclosure of a matter:

- That diminishes the risk to be undertaken by us;
- That is of common knowledge;
- That we know or, in the ordinary course of business, ought to know;
- Where we waive your duty to comply.

[Who does the Duty of Disclosure apply to?](#)

The duty of disclosure applies to you and everyone that is an insured under your policy.

[What happens if You or they do not comply with the Duty of Disclosure?](#)

If you, or they, fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your policy in respect of a claim or cancel your insurance policy or both. If the non-disclosure is fraudulent, we may be able to treat your policy as if it was never effected.

Your policy terms and conditions

Your contract with us

Your insurance policy is a legal contract between you and us. You have agreed to pay the premium to us and we agree to provide you with the insurance. Your policy with us is made up of this PDS and your certificate of insurance.

The certificate of insurance will contain important information relevant to your insurance including the period of insurance, your premium, details of your property, the excess(es) that will apply to you and others and whether any standard terms in this PDS have been varied for you in any way.

The insurance is for those covers set out in your certificate(s) of insurance and only for the period of insurance shown on the certificate(s) of insurance.

You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items you insure.

Before expiry we will send you a renewal notice which tells you whether we will renew and on what terms. The renewal notice will tell you what is required to renew your insurance policy.

Application of policy limits

We only provide cover up to the amount(s) and limits specified in your policy and subject to its other terms, conditions and exclusions. All amounts include GST.

Excesses

An excess will apply when you make a claim. An excess is the amount you must contribute towards any claim you may be eligible to make under this policy. When an excess applies we will reduce the amount we pay by the amount of the excess or we will ask you to pay it.

The type and amount of excess is shown in your certificate of insurance. We agree on the amount of the excess(es) with you when you apply for insurance. The amount of the excess will be based on excess factors that affect the risk insured by your policy, including where you live, the type of claim that will trigger the excess and your insurance history.

Set out below is an example of how an excess might apply in the event of a claim:

Your home has suffered severe damage as a result of a storm passing over your suburb. The cost of repairs to your home is \$50,000. Your certificate of insurance shows that you have a \$300 excess. Our claim payment reimbursing you for the overall loss will be reduced by \$300, meaning we will pay \$49,700.

How to make a claim

The General Conditions section tells you what you need to do. Before we pay any claim, we require evidence to support the claim, e.g. Proof of ownership/value, extent of damage.

Please ensure that where possible, you keep any photographs or other documentation in support of the claim to make the process as easy as possible.

Any claim settlements, up to the total of all amounts insured, will include GST. However, if you are, or would have been, entitled to a GST input tax credit with respect to the claim payment, the GST component of your claim will be deducted from your claim settlement, proportionate to your entitlement.

Please contact MHIA claims department immediately to notify us of your claim.

If you call outside our normal business hours and your claim is urgent you will be directed to our 24 hour emergency number.

We may refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular:

- Where an exclusion applies;
- If you do not comply with the terms and conditions of your policy;
- If you do not comply with your duty of disclosure or make a misrepresentation; or
- If you make a fraudulent claim.

Cost of this insurance

The insurance provided is subject to your payment of the required premium by the agreed time. Your premium includes amounts payable in respect of compulsory government charges (including stamp duty, GST and any fire services levy).

We take various factors into consideration when we calculate your premium, including:

1. The type of cover requested e.g.:
 - a. Home
 - b. Home and contents
 - c. Home & contents and portable personal valuables
 - d. Any other combination of the above

The more cover types you choose, the higher your premium will be.

2. The construction of your home e.g.:
 - a. Vinyl
 - b. Hardiplank
 - c. Aluminium

If the construction is aluminium, as opposed to vinyl, your premium will be higher.

3. The security of your home e.g.:
 - a. Types of door locks
 - b. Types of alarm if any
 - c. Window locks

If you have poor security, your premium will be higher.

4. The amount(s) insured for:
 - a. Your home
 - b. Your contents
 - c. Your portable personal valuables

The greater the amount insured, the higher your premium will be.

5. Your policy excess. The higher your excess, the lower your premium will be.
6. The location of your home and/or contents;

The greater the risk at the location of your home and/or contents, the higher your premium will be.

7. Your previous insurance history. If you have a poor claims history, your premium will be higher.

A combination of the above factors may take your overall risk outside the limits of our guidelines for acceptable risks. In this case we will advise you why we cannot offer you insurance and of alternative organisations that may assist you.

When you apply for this insurance, you will be advised of the total amount payable including MHIA's fees, which are in addition to the premium.

If you choose to insure, the amounts due will be clearly set out in your certificate of insurance.

Paying your premium

You must pay this amount in the time required by one of our acceptable payment methods. For more information on our payment options see payment option in the table of contents. If you do not pay your premium in the required time we may take steps to cancel your policy.

You may choose to pay your premium by instalments. If you do so it will not increase the cost of this insurance.

If you pay your premium by instalments and you do not pay any premium instalment by the agreed date, we will:

- In the event of a claim, not pay for any loss, damage or liability incurred if the instalment is more than 14 days overdue.
- Automatically cancel the policy if any premium instalment is more than one month overdue

- Deduct all remaining unpaid premium instalments from the claim settlement

Notices

If you are required by this policy to give us advice of anything or if you wish to seek a change in what the policy insures, your advice to us must be in writing and this must be confirmed by us in writing, otherwise you cannot be sure you are insured.

Cancellation

By you: you may cancel this policy at any time by telling us in writing the date on which cancellation will take effect.

We will retain the premium, which applies to the days the policy has been in force together with our cancellation fee of \$22.00. We do not refund any premium if we have paid the amount insured or the limit of indemnity on any claim. We do not refund any amounts payable below \$5.00.

By us: we may cancel a policy as allowed by the insurance contracts act 1984 and we notify you in writing.

We refund the premium less an amount to cover the period for which you were insured. We do not refund any premium if we have paid the amount insured or the limit of indemnity on any claim.

We will pay the refund back to the credit card with which the premium was originally paid or to any bank account nominated by you.

Cooling off rights

Even after you make a decision to purchase this insurance, you still have cooling off rights. You can cancel your insurance by notifying us in writing within 21 days of cover commencing and we will refund the premium paid, unless something has occurred for which you can claim under the policy.

Even after this cooling off period ends, you still have cancellation rights (see cancellation clause in this product disclosure statement).

Disputes

For information on how we handle disputes about this insurance please see the disputes section in the financial services guide.

Code of practice

The underwriters at Lloyds proudly support the insurance council of Australia's general insurance code of practice (the code). The purpose of the code is to raise the standards of practice and service in the insurance industry. However, the code does not apply to the underwriters at Lloyds for claims adjusted outside Australia.

We have adopted and comply with the code. If you want further details, please contact us or go to <http://codeofpractice.com.au>.

Service of suit

The Lloyds Underwriters accepting this Insurance agree that:

- If a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Lloyd's Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia.
- Any summons notice or process to be served upon the Lloyd's Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia

Suite 1603, Level 16, 1 Macquarie Place,
Sydney NSW 2000

who has authority to accept service and to appear on the Lloyd's Underwriters' behalf.

- If a suit is instituted against any of the Lloyd's Underwriters, all Lloyd's Underwriters participating in this Insurance will abide by the final decision of any such Court or any competent Appellate Court.

The amount of Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Coverholder placing this insurance.

Privacy

MHIA and its underwriters and representatives are bound by the obligations of the Australian Privacy Principles.

Our Privacy Policy applies to the management of “Personal information”, which is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Information will be obtained from individuals directly where possible. Sometimes it may be collected indirectly.

Only information necessary for the arrangement and administration of MHIA's business by MHIA and its underwriters and representatives is collected. This includes information necessary to accept the risk, to assess a claim and to determine competitive and appropriate premiums. We only ask for and take into account relevant information.

MHIA and its underwriters or representatives disclose personal information to third parties who they believe are necessary to assist them in doing the above. This will include Our claims assessors, or any other person involved in the assessment or management of any claim and legal and financial advisors. These parties only use the personal information for the purposes We provided it (or if required by law).

When you give MHIA and its underwriters or representatives personal information about other individuals, we rely on you to have made or make them aware that you are providing their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters, before supplying us with the relevant information.

You are entitled to access information about you that we have relied on in making decisions that concern your insurance with us. You also have the opportunity to correct any mistakes or inaccuracies in the information we hold about you. In special circumstances, we may decline to release information but we do not do so unreasonably. Special circumstances may include, but are not limited to, information that is subject to privacy laws, information that is protected from disclosure by law, or where the release of the information may be prejudicial to us in relation to a dispute about your insurance. Where we decline to release information, we give you reasons and you have the right to request us to review our decision through our complaints handling procedures. We provide our reasons in writing upon request.

Finally, you may also opt out of receiving materials sent by MHIA by contacting our office. For the full text of our Privacy Policy, contact our office or refer to our website.

Updating this PDS

We may update the information contained in our PDS when necessary without notifying you, if the update is not materially adverse to you. A paper copy of any updated information is available to you at no cost by calling us.

Definitions

In your policy some words have a special meaning (whether expressed in the singular or the plural) and we define them below:

Home park - means an area of land especially designed and developed with individual allotments for a community of homes, caravans or both; each owner of which has agreed to pay a lease rental to the home park owners or operators while his or her home is situated on its home site.

Home site - means the allotment at the home park or other address shown on the certificate of insurance.

Home - means a relocatable home used mainly for residential purposes situated at the home site. It includes verandahs, sheds, garages, carports, water tanks, fences and paving belonging to you. It is personal property; it is not real estate.

On-site caravan - means caravan, camper type trailer, horse float, trailer or motorised caravan that was originally built for use on public roads.

Annexe - means an awning or other structure that is attached to your on-site caravan, for the purpose of adding occupiable space. Only applicable if your home is an on-site caravan.

Other structures - means sheds, garages, carports, water tanks, flyovers and fences at your home site. Only applicable if your home is an on-site caravan.

You, your - means the person(s) named as the insured in the certificate of insurance including any family members who live permanently with the insured.

We, us and our - means the insurer through its coverholder MHIA.

Covered events

Your home and contents policy provides cover during the period of insurance against:

- fire or explosion
- lightning or storm damage
- escape of water or liquid from fixed systems within the Home and rainwater run-off
- riot or civil commotion
- malicious damage
- earthquake (all claims arising out of any one period of 72 consecutive hours are considered to be one occurrence) whether such earthquake is continuous or sporadic in its sweep and/or scope and the loss, destruction or damage is due to the same seismological impact
- aircraft or anything dropped or falling from an aircraft, space debris, road vehicles, boats or animals other than domestic pets, falling trees or branches

Your Home and Contents policy provides cover for damage or loss caused by:

- burglary or theft from within Your Home and only if entry is by breaking of locks or glass and the evidence of entry can be clearly seen

Your Home and Contents policy provides cover for:

- fusion of electric motors but not electronic equipment (e.g.: inverters, solar panels or their accessories, computers or their accessories, televisions, video or cd recorders, radios, amplifying or sound equipment, microwave ovens) or electric wheelchairs, electric or motorised golf buggies, gophers or other motorised transport occurring during the period of insurance.

In this PDS, these events are referred to as the 'covered events'.

Home insurance

Your home, on-site caravan, annexe and other structures are insured only at the home site shown on the certificate of insurance.

How we will settle a claim for your Home

We replace, reinstate or repair the part of your home that is damaged or stolen in the period of insurance as far as possible to its original condition, using matching materials, where possible, that are readily available in Australia, or, at our option, we pay the reasonable cost of doing so.

- If we choose to pay you to replace, reinstate or repair the part of your home that is damaged, we deduct an amount for wear, tear and depreciation if you do not do so within six months.
- You are covered for replacement, reinstatement or repair of any walls, ceiling or fixed floor coverings damaged but only in the rooms where the damage occurred.

How we will settle a claim for your on-site caravan, annexe and other structures

We replace, reinstate or repair the part of your on-site caravan, annexe and other structures that are damaged or stolen in the period of insurance as far as possible to their condition just prior to the loss, using materials that are readily available in Australia, or, at our option, we pay the reasonable cost of doing so.

- If we choose to pay you to replace, reinstate or repair the part of your home that is damaged, we deduct an amount for wear, tear and depreciation if you do not do so within six months.
- You are covered for replacement, reinstatement or repair of any walls, ceiling or fixed floor coverings damaged but only in the rooms where the damage occurred.

In this PDS, these items are referred to as 'your home' unless individually mentioned.

Where we pay the total amount insured

If we choose to pay you the amount insured to replace, reinstate or repair your home, on-site caravan, annexe or other structures then that item will no longer be insured under this policy unless you request us to reinsure that item; we accept that request and you pay us the required premium.

Limit to what we will pay

We pay only up to the amount insured for your home or for your on-site caravan, annexe and other structures shown on the certificate of insurance. However, for the home inclusions set out in the table below, the limit of what we will pay is set out in the amount of cover column. These are included in your amount insured.

Home inclusions	Amount of cover
Fixed exterior blinds and awnings including annexes, flyovers and tropical roofs.	Replacement cost as new less an amount for wear, tear and depreciation at the rate of 10% per annum. This depreciation will not apply to metal blinds, awnings, annexes, flyovers and tropical roofs.
Hot water services	Replacement cost as new less an amount for wear, tear and depreciation at the rate of 10% per annum
Retaining walls, gates & fences; fixed appliances e.g.: dishwashers, air-conditioners, masts, aerials, satellite dishes & clotheslines, fixed saunas & spas, fixtures & fittings e.g.: light fittings, built-in furniture, tapware	Replacement cost, less an amount for wear, tear & depreciation
Water apparatus including service pipes, cables, baths, shower trays, sinks, toilets, swimming pools and spas basins, built in aquariums	The cost to replace those items you own or are liable for that are within the boundary of your home site – we do not cover water apparatus that fail unless the damage is caused by a covered event
Delivery & installation costs	We pay the costs incurred following total destruction
Removal of debris	We pay the cost of removing debris from your home site made necessary by damage insured by this policy
Relocation expenses	We pay up to 10% of the home sum insured towards the cost of moving your home to another home park made necessary by the closure of the park where it is located, due to enforcement of local government ordinance or to the bankruptcy of its owners or operators
Extra costs connected with rebuilding to comply with requirements of public authorities	The costs to perform that work but excluding any work you were required to do before the damage occurred
Fusion	We pay the cost to repair damage to domestic electric motors if they are damaged by burning out by electrical current, less an amount for wear, tear & depreciation at the rate of 10% per annum We do not pay for any motor or apparatus, which is covered by manufacturer's guarantee or warranty agreement

Additional benefits and options

We will also pay the following additional benefits. These are in addition to the amount insured. We will only cover landlord's fixtures & fittings up to the amount shown on your certificate of insurance.

Benefit	When covered & amount of cover
Landlord's fixtures & fittings	If your home is occupied by tenants and an amount for landlord's fixtures and fittings is shown on the certificate of insurance, we cover carpets, internal blinds, curtains or other window coverings. We only pay this benefit if we would have paid the claim if contents had been insured under this policy & you have specifically requested this cover, but only up to the amount stated on your certificate of insurance for all claims arising out of the one event.
Glass	Accidental damage to glass forming part of your home e.g. Windows, shower screens.
Temporary accommodation or loss of rent	We pay up to 10% of the amount insured (see below), if your home becomes unfit to live in because of damage to either the home or contents. The maximum we will pay for this benefit is \$20,000. We pay the cost of similar alternative accommodation for you for a reasonable time. Once we replace, reinstate or repair the damage or pay you to do so, we stop paying for alternative rental accommodation or loss of rent. We only pay this benefit if the home insured under this policy is your primary place of residence or is occupied by a tenant under a lease agreement. <i>This means that if the amount insured for your home is \$100,000, the maximum limit for this benefit will be calculated as follows:</i> <i>10% of \$100,000 = \$10,000 (maximum limit).</i>

Examples of claim payments

Home damage	Claim example								
Home	If your home is burnt down and the amount of cover shown in the certificate of insurance is \$100,000, your excess is \$300 and the cost of replacement is: <table style="margin-left: 20px;"> <tr> <td>Building cost</td> <td>\$ 90,000</td> </tr> <tr> <td>Extra costs</td> <td>\$ 10,000</td> </tr> <tr> <td>Removal of debris</td> <td>\$ 7,500</td> </tr> <tr> <td>Total</td> <td>\$107,500</td> </tr> </table> <i>We will pay \$100,000 less \$300 = \$99,700</i>	Building cost	\$ 90,000	Extra costs	\$ 10,000	Removal of debris	\$ 7,500	Total	\$107,500
Building cost	\$ 90,000								
Extra costs	\$ 10,000								
Removal of debris	\$ 7,500								
Total	\$107,500								
Home	If your home is hit by a motor vehicle and the cost to repair the home is \$30,000 and your excess is \$300 <i>We will pay \$30,000 less \$300 = \$29,700</i>								
Fixed exterior blinds & awnings	If your 4 year old fixed exterior textile blinds are damaged during a storm and need to be replaced at a cost of \$1,500 and your excess is \$300 <i>We will depreciate 10% x 4 years = 40%</i> <i>We will pay \$1,500 less \$600 (40%) = \$900 less \$300 = \$600</i>								
Masts, aerials, satellite dishes, solar panels & clotheslines	If your satellite dish cost you \$400 ten years ago but will cost \$500 to replace today and your excess is \$300. <i>We will depreciate 30%</i> <i>We will pay \$500 less \$150 (30%) = \$350 less \$300 = \$50</i>								

Contents insurance

Contents means household goods, furniture and furnishings belonging to you and other property listed in the table below.

Limit to what we will pay

We pay only up to the amount insured for contents items shown on the certificate of insurance that are damaged or stolen in the period of insurance as a result of a covered event.

Where we replace or reinstate we pay replacement cost as new less an amount for wear, tear and depreciation unless a specified rate is shown in the table below.

Where we repair your contents we will repair as far as possible to their condition just prior to the loss, using matching materials, where possible, that are readily available in Australia or, at our option, we pay the reasonable cost of doing so.

Contents within your home only	Amount of cover
Bed linen, blankets, other manchester & clothing	Replacement cost as new less an amount for wear, tear & depreciation at the rate of 10% per annum
Refrigerated or frozen food or medication	We pay up to \$500 for all claims arising out of the one event caused by damage to the unit in which they are kept caused by a covered event
Carpets & other unfixed floor coverings	<i>we pay only for items in the room/s where the damage occurred</i>
Internal blinds, curtains & other window coverings	<i>we pay only for items in the room/s where the damage occurred</i>
Guests or visitors property	We pay up to \$250 for all claims from the one event
Documents, negotiable instruments, ingots, unset gem stones & money,	We pay up to \$100 for any one item or set.
Accessories for cars, motor bikes, caravans, trailers or boats	We pay up to \$500 for all claims arising out of the one event for accessories which are not attached to the vehicle or craft at the time of the loss
Special contents meaning pictures, paintings, works of art, curios, collections, stamps, medals, trophies, coins, furs, jewellery, bullion, watches, gold & silver items	<i>If shown as special contents on the certificate of insurance</i> – we pay the value of the item at the date of damage or theft up to the amount shown under listed special contents <i>If not shown as special contents on the certificate of insurance</i> – we pay up to \$250 for any one item, collection or set. We pay no more than \$1000 for all claims arising out of the one event.
Sporting/recreational equipment including outboard motors (no cover whilst being used)	We pay no more than \$250 per item and \$500 for all claims arising out of the one event
Business tools, office equipment & office or business supplies used in your occupation	We pay up to \$500 for all claims arising out of the one event
Fusion	We pay the cost to repair damage to domestic electric motors if they are damaged by burning out by electrical current, less an amount for wear, tear & depreciation at the rate of 10% per annum We do not pay for any motor or apparatus, which is covered by manufacturer's guarantee or warranty agreement

Contents outside your home ('contents outside your home' includes verandas or patios that are not fully lockable)	Amount of cover
Contents at your home site excluding carpets; guests or visitors property; money; negotiable instruments, ingots, unset gem stones & documents; refrigerated or frozen food; computerised electronic equipment including mobile phones; tools of trade; items for sale; items in a	We pay no more than \$250 per item and \$500 for all claims arising out of the one event.

vehicle, caravan, trailer, aircraft, watercraft; glass, ceramics, vitreous china; televisions or any other audio/visual item; computer or scanner; greenhouse, glasshouse; water or service pipes outside your home; or Special Contents.	
Contents temporarily contained at a bank, safety deposit box or another residential building	We pay up to \$2,000 for all claims arising out of the one event

Contents We do not cover

- any motorised vehicle or bike other than gophers or motorised wheelchairs
- caravans, trailers or aircraft (other than model aircraft), watercraft other than canoes, surfboards, surf skis, wave boards or windsurfers and any attached accessories
- business property other than contents described in the above table
- business takings
- animals, birds, fish, shrubs, trees, and plants (other than pot plants)
- items covered under Portable Personal Valuables
- Your property away from the Home Site shown on the certificate of insurance unless contained in a bank, safety deposit box or another residential building within Australia

Examples of Claim payments

Benefit	Claim Example
Contents within the Home only	If your 3 year old television is stolen and costs \$950 to replace and your excess is \$500 <i>We will pay \$950 less \$300 = \$650</i>
Carpets	If the carpet in your bedroom is damaged by fire and costs \$1,500 to replace and your excess is \$500 <i>We will pay \$1,500 less \$900 (60%) = \$600 less \$300 = \$300</i>

Portable personal valuables insurance

If shown on the certificate of insurance, portable personal valuables are insured against loss or damage in the period of insurance as a result of a covered event, anywhere in australia and up to 35 days at any one time anywhere in the world.

We repair or replace any portable personal valuables that are accidentally lost, damaged or stolen as far as possible to their original condition. Or, at our option, we pay the reasonable cost of doing so.

Limit to what we will pay

The maximum we will pay is the amount shown for portable personal valuables on the certificate of insurance. We pay the value of the item at the date of damage or theft up to the amount shown under portable personal valuables.

Example of claim payment

Claim example
<p>If your diamond engagement ring is stolen and costs \$3,000 to replace but is listed in listed portable personal valuables at \$4,000 and your excess is \$300</p> <p>We will ask a member of the national council of jewellery valuers to assess the value of your ring and pay the lesser of that valuation or the amount shown in listed portable valuables. If for example the valuer valued the ring at \$3,000 then:</p> <p><i>We will pay \$3,000 less \$300 = \$2,700</i></p>

What is not covered by your home, contents and portable personal valuables insurance

You are not insured against damage caused by, arising from or involving any of the following:

Prescribed events

- Flood meaning the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:
 - A lake (whether or not it has been altered or modified);
 - A river (whether or not it has been altered or modified);
 - A creek (whether or not it has been altered or modified);
 - Another natural watercourse (whether or not it has been altered or modified);
 - A reservoir;
 - A canal;
 - A dam.
- The sea.
- Storm surge, tidal wave or tsunami (even if caused by an earthquake).
- Erosion, vibration, subsidence, seepage, landslip, mudslide, collapse, shrinkage or any other earth movement (except earthquake) no matter how caused.
- Theft, burglary or housebreaking or an attempt to commit theft, burglary or housebreaking if entry is without any breaking of locks or glass

Other events

- Damage to the home or contents if unoccupied in excess of 60 days unless you have notified us and we have agreed in writing to extend cover. However, you will be insured against damage caused by fire or explosion, theft, burglary or housebreaking, bursting of water apparatus, malicious damage, storm, and glass breakage. This clause will not apply if your home is located in a home park and you permanently live in your home.
- An opening made for the purpose of repairs or alterations to your home unless you can prove that the loss or damage was caused by the negligence of someone other than you.
- Any damage that existed before the commencement of this policy.
- Any process of repairing or restoring.
- Any work repairing, renovating, altering or adding to buildings.
- Bushfire, grassfire, hail or named cyclone occurring within 7 days of the commencement of this policy unless this policy replaces another policy covering this home and/or contents at this home site; you became responsible to insure this home as purchaser immediately before the commencement of this policy; you signed a lease for this home immediately before the commencement of this policy (applicable to contents only).
- Bushfire, grassfire, hail or named cyclone occurring within 7 days of the commencement of any endorsement to increase the amounts insured (this clause only applies to the increase in the amounts insured).
- Chipping, splitting, scratching or denting unless caused by fire, lightning, earthquake, storm, explosion, burglary, theft, vandalism or impact by a vehicle or aircraft.
- Damage caused by rainwater to the external paintwork or other external coatings of your home.
- Fracture, unless it extends through the entire thickness of the glass, ceramic, vitreous china, acrylic or fibreglass item.
- Heat to any item designed to function at high temperature e.g. An iron or stove element.
- Hydrostatic pressure to swimming pools or similar.
- Indirect or secondary loss.
- Lack of maintenance eg: failure to clean out gutters.
- Lopping or felling trees by you, or with your consent.
- Mechanical, electrical, electronic or hydraulic breakdown or failure unless it is fusion as described under home and contents insurance. (we do not pay for any motor or apparatus, which is covered by manufacturer's guarantee or warranty agreement)
- Moths, insects, vermin, wildlife, mildew, mould, tree roots or your pets.
- Overwinding of clocks or watches.
- Scorching or melting unless caused by flame.
- Settling, shrinkage or expansion in buildings, foundations, walls or pavements.

- Structural defects, faulty design or faulty workmanship.
- The application of heat to glass, ceramic, vitreous china, acrylic or fibreglass items unless caused by flame.
- The use or storage of hazardous goods or substances at your home site unless you have complied with all applicable laws and regulations.
- Theft or damage caused by you or your tenants or boarders.
- Water entering your home as a result of:
 - Your failure to perform adequate maintenance on your home,
 - A structural defect, or
 - Faulty design or workmanship.
- Water seeping or percolating through walls, roofs or floors.
- Wear, tear, rust, corrosion, wet/dry rot or gradual deterioration.
- Wind, if the building is not anchored in accordance with manufacturers recommendations or local authority by laws.
- Accidental damage or loss (except for portable personal valuables insurance)

Legal liability insurance

Your policy insures you or any person occupying your home with your permission against legal liability to pay compensation for:

- Bodily injury, death or illness
- Loss or damage to property,

As a result of an occurrence, during the period of insurance, anywhere in Australia.

If you live in your home your policy insures you anywhere in Australia.

If you do not live in your home your policy insures you anywhere within the home site and, if not insured under another policy, anywhere in the park.

If you have a site rental agreement your policy insures you against legal liability to pay compensation as required under your occupation or tenancy agreement as issued by any state legislation or the caravan, camping & touring industry and manufactured housing industry association of new south wales or its equivalent anywhere in Australia.

We will also pay the reasonable legal costs and expenses, incurred with our written consent, to defend any claim covered under this liability cover.

Limit to what we will pay

The maximum amount we pay is the amount shown on the certificate of insurance.

We pay up to this amount for all claims (including all costs and expenses) arising out of the one event.

This limit is the maximum amount we will pay under this policy and any other policies issued to you even though you may also be able to claim under those policies.

Example of Claim payment

Claim example

If you damage someone else's property and we or a court decide that you are liable to pay \$10,000 for a claim made by another person against you and your excess is \$300 and our legal costs are \$1,500. You must pay us \$300.

We pay our legal costs of \$1,500 and we will pay the person who claimed against you \$10,000.

What is not covered by your legal liability insurance

Your legal liability insurance does not insure you against any claim for:

- Bodily injury, death or illness to you or any person who normally lives with you.
- Bodily injury, death or illness if you are insured or are required by law to be insured against that liability under another policy of insurance.
- Loss or damage to property belonging to you, or your employees or to property in your physical or legal control .
- Bodily injury, death or illness to a person employed by you under a contract of service

- Any damages, fines or penalties.
- Liability arising out of any agreement in which you expressly take on a legal liability, which would not have been imposed if the agreement had not been made.
- Action brought against you in any country outside Australia or in an Australian court exercising the jurisdiction of any other country. However, this exclusion does not apply to injury or damage occurring in New Zealand during your temporary presence in that country for a period of not more than six months, provided the claim is brought against you in Australia.
- Bodily injury, death or illness, or loss or damage to property, caused by or arising directly or indirectly from any of the following:
 - Sexually transmissible, contagious or infectious disease
 - Libel, slander or defamation of character
 - The ownership or occupation of a boarding house
 - Alterations, additions, repairs, demounting or decorating to your home if the contract value for them is more than \$10,000
 - Vibration or interference with the support of other land, buildings or property
 - Pollution of air, water or soil or any expenses associated with preventing the pollution or making good equipment, apparatus or property that caused it
 - Your business or occupation
 - A hobby farm
 - Ownership, possession or use by you of any land or buildings not insured by this policy
 - Ownership, possession or use by you of any animals other than domestic dogs (except if a relevant authority has declared it to be a dangerous dog), domestic cats or a horse kept as a pet (and not used for racing or any commercial purposes)
 - Ownership, possession or use by you of any firearms
 - Any goods or products manufactured or handled by you for payment
 - You supplying, or allowing to be consumed, any alcohol, drug or harmful substance
 - Using; instructing someone on how to use; or ownership of a motor vehicle or motor cycle unless it is
 - A remote-controlled motor car;
 - A wheelchair or a mobility scooter designed to accommodate physical disabilities or the elderly;
 - A golf cart or buggy;
 - Domestic gardening equipment (e.g. Ride-on mower)
 Unless items a), b), c), d) above are required by law to be registered or have compulsory insurance.
 - Use of boats and jet skis
 - Use of aircraft or aerial devices (other than model aeroplanes)
 - Articles dropped from aircraft or aerial devices
 - Use of aircraft landing areas
 - Lawful seizure, confiscation, nationalisation or requisition of any property insured by this policy
 - The use or storage of hazardous goods or substances at your home site unless you have complied with all applicable laws and regulations

What is not covered under any section of this policy

The following exclusions apply to all cover under this policy:

Deliberate Acts Exclusion

This policy does not insure deliberate acts by:

- a) You; or
- b) Anyone with whom you live
- c) Anyone you invite into your home except forced entry by emergency services e.g.: fire brigade, police or ambulance.

War and Terrorism Exclusion

This policy does not insure death, injury, illness, loss, damage, 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 contributing cause or event:

- War, invasion, acts of foreign enemies, hostilities or warlike 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
- Any act of terrorism – for the purpose of this exclusion, terrorism means an act including but not limited to the use of threat of force or violence by any person(s) or group(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

This policy also excludes death, injury, illness, loss, damage, 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 the above exclusions.

Asbestos & Toxic Mould Exclusion

This policy does not insure death, injury, illness, loss, damage or liability of any nature, which is directly or indirectly connected in any way with asbestos or toxic mould.

‘toxic mould’ means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

Electronic Data Exclusion

This policy does not insure loss or damage caused by:

- a) the corruption or destruction of data, coding program or software and/or:
- b) the unavailability of data and malfunction of hardware, software and embedded chips
- c) any secondary financial or business losses resulting from a) or b) above.

Radioactivity & Pollution Exclusion

This policy does not insure death, injury, illness, loss, damage, 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 contributing cause or event:

- a) Radioactivity or any nuclear fuel, material or waste
- b) Pollutants or contaminants

General conditions

The following conditions apply to all cover under this policy.

When you have a policy you must:

- a) Keep all insured property in good condition
- b) Comply with legislation and Australian standards
- c) Comply promptly with requirements of public authorities
- d) Take reasonable care to safeguard yourself and all insured property
- e) Take reasonable care to avoid causing harm to others or to property belonging to others
- f) Tell us immediately:
 - a. If there is any material change in the insured property (including where it is kept) or in the nature of the risk
 - b. If you no longer have an interest in the insured property
 - c. If you take out any other insurance which covers any insured property or liability against similar risks
- g) Make sure that any safety or security system installed to protect your property is in working order and activated.

Claims

If an event happens that might lead you to make a claim, you must:

- Immediately tell us of the event leading up to your claim
- Provide us with proof of how the damage occurred. Acceptable proof includes:
 - Police reports

- Builder, plumber or electrician report detailing the damaged caused
- Witness reports
- Provide us with proof of ownership of the items damaged or stolen. Acceptable proof includes:
 - Receipts of purchase
 - Valuations
 - Credit card or bank statements showing the purchase
 - Instruction booklets or owners' manuals
 - Model and serial numbers
 - Photographs of the items
- Allow us or our assessors, adjustors or investigators access to your home to enable us to confirm the cause of the claim and quantify your loss
- Make your damaged property available to us or our assessors, adjustors or investigators
- Do everything you can to limit the loss, damage or injury and to prevent further loss, damage or injury
- Immediately tell the police if a criminal act might be the cause of the loss, damage or injury
- Immediately send us any correspondence you receive about the event
- Give us any information and help we may need in handling the claim. This may include attending court to give evidence.

If you are making a claim, unless you have our consent, you must not:

- carry out repairs or dispose of any damaged property until we have had the opportunity to inspect it
- admit liability to anyone else
- negotiate, pay or settle a claim with anyone else.

If an event happens that causes loss, damage or injury, we may:

- take over and conduct in your name the defence or settlement of any claim against you. We have the sole discretion in how the defence is conducted or a claim is settled
- represent you at any inquest or official inquiry.

Where we repair your home or contents we will match materials where we can. If we are unable to match materials exactly we will use materials that in our opinion best match the damaged materials.

Where we repair your home we will do so only in the room where the damaged occurred. We will not pay to create a uniform effect or colour throughout your home.

Where a part of an item is damaged we will only pay for the part that is damaged. If part unavailable then we will pay for the cost of the same part for a current model. For example, if your 12 year old oven door is damaged and we are unable to replace the oven door due to parts unavailable, we will pay you the cost of an oven door of a current model.

If we pay your claim, we have the right to proceed in your name against any person responsible for the loss, damage or injury. We take this action at our own expense. You must not do anything which limits our right to do so.

If your home is financed, we will pay the total amount you owe to the financier shown on your certificate of insurance. We will then pay you the balance less the applicable excess.

Payment options

Payment can be made by any one of the following options.

Credit card

We accept Visa and MasterCard.

Monthly instalment

We can offer payment by 12 monthly instalments from a savings or cheque account. Please read the Direct Debit Service Agreement carefully as it shows the terms and conditions that will apply if you choose to pay your premiums by direct debit.

Your first payment would be due on your effective date. Your bank account would be automatically debited the following 11 instalments. The due date of each remaining instalment would be the on the same date of each month.

For example if the effective date is the 3rd of the month then your bank account will be debited remaining instalments on the 3rd of each month

MHIA payment card

Use your MHIA payment card to pay your policy by any of the following options:

- BPAY from a bank account
- Online with a credit card
- Present your card at Australia Post to pay with cash, cheque or EFTPOS

Please contact us to arrange the MHIA payment card details to be sent to you.

Cheque or money order

If paying by cheque or money order please make payable to MHIA. Your payment can be returned in the reply paid envelope provided. Please attach the payment advice.