



**Financial
Rights**
LEGAL CENTRE

Standardising general insurance definitions

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Foreword

The challenges for consumers in comparing insurance products to obtain coverage of relevant risks, at a good price have been well documented (Bell, 2014; ICA Taskforce, 2015). Not only are there large numbers of insurers and products to compare, but many product disclosure statements run to well over a hundred pages with a multitude of inclusions and exclusions to consider – too many for even the most eager of consumers to ever fully comprehend.

Many people are too daunted to attempt this comparison exercise, or fail to appreciate its importance, wrongly assuming all insurance policies of a particular type are more or less the same.

Previous research conducted by Financial Rights has shown that even in the most ideal of circumstances, people are simply unable to understand these documents enough – even in summary form – to determine which product will best cover their needs (Malbon & Oppewal, 2018).

On the surface, these difficulties might be solved by the application of the consumer data right (CDR) to general insurance. A key promise of the CDR is to help consumers identify and obtain better, more appropriate deals on those products where product comparison involves complex interaction between consumer habits and needs. Think about your phone or energy usage and obtaining the relevant pricing plan; or sorting through your finance needs, income patterns and repayment habits to obtain the right mortgage. The application of CDR to insurance will give consumers greater access to summary form product data as well as the consumers' own data, such as property description and location and claims history. Together these could form a solid basis for comparative analysis of cover and price.

In theory this could facilitate the development of products and services that will enhance consumers' ability to compare appropriate cover – picture an app which reminds you about insurance renewal, and which uses data about your history, property and risks to identify whether there might be a better deal. Surely data analytics can identify the insurance products that provide the best value for money or at least warn you of the key trade-offs when looking for a cheaper price.

However, an immediate problem that arises when considering insurance in Australia is that one insurer's definition of say, a fire, is very different to another's. So too is their definition of a storm, action of the sea, malicious damage and almost every other potentially covered risk. This is because there are no standard definitions in insurance other than for flood.

This report – *Standardising General Insurance Definitions to Enhance the Consumer Data Right Regime* – examines this lack of definitional consistency in general insurance, given its potential to be a significant barrier to conducting product comparison and hinder the development of the CDR in its application to general insurance.

This is the third in a series of reports examining the future of insurance. Our first report – *Open Insurance: The Consumer Data Right in Insurance* – took a high level look at the application of the CDR regime to general insurance. It provided significant insights into both the risks and opportunities for Australians in a world with greater access to, and movement of, consumer data in the insurance process. It also identified the lack of common definition as a key issue that needs to be addressed for the CDR to be effective in the sector.

This report has taken a closer look at the complexities in four of the key general insurance definitions. We have seen these definitions cause problems for consumers in our advice and casework – especially after an extreme weather event. These definitions are fire, storm and flood, malicious damage, and wear and tear.

Importantly, this report draws insights directly from consumers themselves and how they understand their home insurance, the terms used, and their expectations of how insurance will work (or not work) to cover them when they need to be covered.

The insights obtained and conclusions drawn by Dr Diana M. Grace and Professor Michael J. Platow are genuinely refreshing and provide a common sense path towards standardising definitions that will enable greater comparability for CDR purposes and ultimately improved outcomes for consumers looking to insure against the risks that impact their lives. It also offers useful insights on the issues with commonly featured, yet undefined and subjective, terms that often form the basis of real life disputes, such as maintenance and wear and tear.

To put it plainly, Dr Grace and Professor Platow found that people showed high levels of understanding of insurable events. We all know what fires, storms and floods are, along with the damage associated with these events. What people do not necessarily know about – and where problems arise – are the exclusions and qualifications to these concepts that are included in the fine detail of PDSs. It is these exclusions and qualifications that functionally alter the meaning of the key definitions. Their recommendation for simple standard definitions focuses on standardising the terms used to exclude and qualify, potentially in a tabular form that is easily comparable, to help resolve the comparison problem in insurance.

We hope that this unique perspective on general insurance definitions contributes to shaping not only the future of the CDR but also to the ongoing consideration by Government of standardising insurance definitions to produce more consistent and improved risk mitigation outcomes for consumers – especially those facing increasing risks in a world of more extreme weather events.

Thank you again to ECSTRA for providing the funding for Financial Rights to undertake this work - without which it would not have been undertaken. A big thank you to Dr Diana M. Grace and Professor Michael J. Platow for their excellent work and the team at Maddocks, in particular Katherine Armytage and Emily Read, for their support on the project. Thank you to Drew MacRae, Senior Policy and Advocacy Officer for managing the project, and commenting on various iterations of the report, and a final thank you to Andy Lewis of Studio Shapes for the great design.

We are at the crossroads. The application of the CDR to insurance could help solve these comparability problems or entrench them by glossing over key differences.

We urge those stakeholders currently working on the future of insurance to take heed of the insights in this report and create a data environment that contributes to solving some of the long intractable problems with insurance.



Karen Cox
Chief Executive Officer
Financial Rights Legal Centre

Part A - Executive summary

1. OVERVIEW OF THE RESEARCH PROJECT

- 1.1** A proposed extension of the Consumer Data Right (**CDR**) regime to the general insurance sector will allow consumers greater access to both their own data and insurance product data. Potentially, it will also give consumers the ability to more readily compare insurance products. However, the ability to achieve these goals will be hampered by a lack of consistency and transparency about what is covered by insurance policies. Although consumers - and by extension, CDR participants providing services to those consumers - will have greater access to their data, it will be difficult to extrapolate which policy is best for them.
- 1.2** There has been an increase in home insurance claims being made as a result of an increase in natural disasters across Australia in recent years. When disputes arise in the insurance space between consumers and insurers, more often it results from a lack of consistency between the coverage consumers believe they have purchased, and the coverage an insurer will actually provide, as well as the circumstances in which this occurs.
- 1.3** This report: *Standardising General Insurance Definitions to Enhance the Consumer Data Right Regime* responds to calls by consumer advocates for greater consistency in the use of key terms by insurers, and for greater clarity regarding the inclusions and exclusions in home insurance policies.
- 1.4** The aim of the research project was to inform future policy development about key definitional issues associated with general insurance. The research was commissioned by the Financial Rights Legal Centre (**Financial Rights**) and supported by funding from the Ecstra Foundation (**ECSTRA**). However, the views and opinions in this report are solely those of the authors and do not necessarily reflect the views of Financial Rights or ECSTRA.
- 1.5** Research was conducted on four key areas of concern in connection with home insurance policies:
- 1.5.1** damage arising from flood and storms;
 - 1.5.2** damage arising from fire and smoke;
 - 1.5.3** the exclusion of coverage for loss because of "malicious acts"; and
 - 1.5.4** the exclusion of coverage for loss because of "wear and tear" (including the related exclusion for lack of "maintenance").
- 1.6** The research was undertaken in two parts:
- 1.6.1** **Part 1:** This was a detailed examination of home insurance policies, comprising a thorough investigation of actual terms and wording used throughout the Product Disclosure Statements (PDSs) of 34 insurers operating in the Australian market (insurers).

1.6.2 Part 2: A series of focus groups was conducted to explore consumers' understandings of these terms, and related concerns. The four key areas (outlined above at paragraph 1.5) formed the basis of the investigation.

1.7 We are indebted to the focus group participants who freely gave their time and insights with no remuneration, and to those who were unable to attend the focus groups but who were also willing to share their experiences with us.

2. KEY FINDINGS

2.1 The review of insurer PDSs found considerable variability in the use of key terms. Of particular relevance was an inconsistency in inclusions and exclusions contained in each insurance policy, and how these inclusions and exclusions were described. Notably, there were few attempts to define some terms (particularly "wear and tear" and "maintenance"), which appeared with high frequency throughout the PDSs reviewed.

2.2 Our findings in relation to the four areas reviewed (identified in paragraph 1.5 above) include that:

2.2.1 there were differences in what insurers effectively included in flood and storm damage (despite "flood" being a standardised definition), as well as fire and smoke damage;

2.2.2 certain aspects of water and fire damage were found to be excluded in some policies;

2.2.3 with regard to malicious damage, there was some variation concerning who caused the damage, along with whether or not the damage must be reported to the police; and

2.2.4 the definitions of "wear and tear" and "maintenance" were largely undefined, although some policies gave some examples of appropriate maintenance.

2.3 The extent of the discrepancy between the various definitions and limited time available for focus groups made it too difficult to undertake a detailed consumer comparison of definitions across policies. This meant it was not possible for us to rank the 'best' or 'worst' policies in terms of which contained the clearest definitions, or had definitions consumers most easily understood. However, our analysis supports the finding that policies with fewer exclusions and other qualifications surrounding the meaning of specific concepts (e.g. fire, flood) are most clearly understood by consumers.

2.4 The focus groups were invaluable in providing real insight into the attitudes and experiences of consumers, who are the very people insurance policies are designed to protect. This was particularly apparent from participants with lived experience of enduring disputes relating to home insurance claims.

2.5 The focus groups particularly highlighted discrepancies and a lack of clarity in relation to the exclusions from key terms used by insurers in their home insurance policies. This led to conclusions that:

- 2.5.1** consumers generally understand key concepts for events relevant to home insurance policies that they purchase (for example, consumers know what a "fire" is and they know what "floods" are);
- 2.5.2** consumers know the types of damage that are typically associated with these events. For example, consumers know that:
- (a)** when a fire occurs, the damage may include direct burning, melting, smoke damage; and
 - (b)** when floods occur, the damage may include direct water damage, silt, mould, and unpleasant odours from dirty water; and
- 2.6** consumers generally do not know about, or appreciate, the exclusions and qualifications of the key concepts in most home insurance policies. This means that consumers may not be aware that some or all of the damage arising from an event may not be covered by their policy. Focus group participants generally considered that an insurance policy would cover them for loss in a comprehensive manner. That is, if they purchased insurance to cover loss from 'fire', then they expected they would receive compensation for all forms of loss associated with that fire – they expected to have purchased full, "like-for-like" replacement compensation. The same pertained to loss associated with a flood, and other key concepts considered in this report.

3. KEY RECOMMENDATIONS

- 3.1** The research outlined in this report supports recommendations relevant to the way key concepts are defined in home insurance policies.
- 3.2** These recommendations are set out in more detail in Part E of this report and can be summarised as:
- 3.2.1** reform to standardise definitions for insured events (such as for "fire" and "storm") should continue, similar to the process recently undertaken for the definition of 'flood' (see [Recommendation 1](#));
 - 3.2.2** any reform should focus on standardising exclusions and other qualifications from coverage for loss caused by those events. This is because it is these exclusions and qualifications that effectively set the operational meaning of the event – that is, there is little point in having a standard definition of an event, if different insurance policies can change what loss is covered if the event occurs (see [Recommendation 2](#));
 - 3.2.3** consumers should be presented with standardised information about applicable inclusions and exclusions before they purchase a home insurance policy. There would be merit in having an industry-wide standard table for each insured event with a list of all possible matters that may be included or excluded, for example, whether a policy covering 'fire' includes "smoke damage as a result of the fire" or "damage from attempts to extinguish the fire". Insurers could be required to indicate which applies to their policy (e.g., a "tick-box" showing whether or not that loss is included or excluded from coverage). This would allow consumers to more easily compare the home insurance policies offered by different insurers, and

to determine which represents best value for their circumstances including their risk appetite and budget (see [Recommendation 2](#));

3.2.4 for any reform in the insurance industry:

- (a) priority should be given to more comprehensively defining exclusions which rely on a subjective assessment by an insurer, such as:
 - (i) "maintenance" – so that consumers know the minimum actions they need to take (e.g. annual roof inspections), to avoid future loss from not being covered because they have failed to "maintain" their property; and
 - (ii) "wear and tear" – so that consumers know when a claim will be denied as a result of this; or
- (b) these subjective exclusions be removed altogether (which would be consistent with the expectation of the consumers in focus groups that all loss of damage caused by the key concept event would be covered); or
- (c) more objective processes should be required and outlined in home insurance policies concerning how the occurrence of these elements is assessed. For example, this may be assessments undertaken by independent third parties, who are not appointed by insurers; or by having representatives from insurers visit insured homes on a regular basis to advise whether any action by the consumer is required).
(see [Recommendation 3](#));

3.2.5 all costs associated with the purchase of a home insurance policy, including any costs beyond the relevant premium as a result of any applicable exclusion or qualification, should be clearly explained to the consumer at the time of purchase; for example, whether coverage will be excluded if a consumer does not undertake particular maintenance actions (e.g. cleaning roof gutters twice a year), should be included in the relevant PDS. The PDS should contain a clear statement that the consumer will need to ensure this occurs (and may need to pay someone to undertake this for them), in addition to the cost of the insurance premium (see [Recommendation 4](#));

3.2.6 the insurance industry should reconsider claims processes associated with the exclusion of loss caused by "malicious acts" to ensure there is an appropriate balance between:

- (a) the ability of insurers to keep policy costs down, by not insuring against those deliberately causing their own damage and fraudulently claiming coverage; and
- (b) the need to ensure that insurers do not place undue responsibilities on claimants that could compromise their safety. There are many forms of possible violence, from a wide range of potential perpetrators and as a result of a range of causes, including mental illness and abusive partners.
(see [Recommendation 5](#));

3.2.7 in formulating standard definitions, insurers should not place undue responsibilities on claimants that could compromise their safety (and, in particular, should carefully reconsider any requirements to report 'malicious acts' to the police) (**Recommendation 6**); and

3.2.8 the Australian Government should work with consumers and insurers to establish agreed terms and exclusions, to ensure that the wellbeing of consumers is prioritised in all aspects of insurance requirements and dealings (**Recommendation 7**).

3.3 The above recommendations could be considered in any policy reform designed to establish uniform insurance definitions. We suggest that implementation of the recommendations has the potential to:

3.3.1 provide greater clarity and transparency for consumers (and insurers);

3.3.2 assist in achieving the objectives of the CDR regime if it is extended to the insurance sector; and

3.3.3 improve the consumer experience in dealing with insurance claims, further enhancing the reputation of the insurance industry.

4. STRUCTURE OF THIS REPORT

4.1 The remainder of this report sets out:

4.1.1 in **Part B** – a summary of:

- (a)** the CDR regime and how any extension to the insurance industry will benefit consumers where they can receive data that can be analysed to effectively compare different insurance policies (to see which will provide them with the best value for money);
- (b)** previous literature and recommendations made in relation to definitions in the general insurance space, including in relation to inconsistency between definitions, and areas of concern; and
- (c)** the research project described in this report;

4.1.2 in **Part C** – A description of Part 1 of the research project, setting out the processes for review of insurer PDSs, an analysis of those PDSs, and the outcomes of that review;

4.1.3 in **Part D** – A description of Part 2 of the research project, setting out details of the consumer focus groups, the interview processes, and the findings arising from those interviews; and

4.1.4 in **Part E** – Further analysis of the results from Parts 1 and 2 of the research project, and the recommendations we regard are supported by those findings.

4.2 Further relevant information is set out in **Appendices A to G**.

Part B - Background

5. BACKGROUND TO CONSUMER DATA RIGHT (CDR) REGIME

- 5.1** The CDR regime was introduced by the Australian Government in November 2017 (ACCC, 2020). The regime intends to facilitate increased access to consumers to their data in areas such as banking, telecommunications, energy and insurance. In turn, organisations operating in these areas are obliged to provide consumers with specified information. With improved access, and by authorising accredited third parties access to specified data, the aims of the CDR include better enabling consumers to compare products and services across a range of providers. Ultimately, the CDR could be used to allow consumers to choose the best services, at the best prices, that are relevant to them.
- 5.2** The CDR regime was introduced in response to recommendations of the Australian Commonwealth Productivity Commission's Data Availability and Use inquiry. Responsibility for the development of the CDR regime was that of the Treasurer, with the design of the regime informed by recommendations stemming from the Open Banking Review¹.
- 5.3** The *Treasury Laws Amendment (Consumer Data Right) Act 2019* (CDR Act) received royal assent on 12 August 2019. It resulted in amendments to the *Competition and Consumer Act 2010 (Cth)* including:
- 5.3.1** outlining the overarching objectives and principles of the CDR regime;
 - 5.3.2** creating a legislative power for the Treasurer to apply the CDR regime to new sectors; and
 - 5.3.3** enshrining a guaranteed minimum set of privacy protections (the **Privacy Safeguards**).
- 5.4** The objectives of the CDR regime are to:
- 5.4.1** enable CDR consumers in certain sectors of the Australian economy to require information relating to themselves in those sectors to be disclosed safely, efficiently and conveniently to themselves for use as they see fit; or to accredited data recipients for use subject to the Privacy Safeguards;
 - 5.4.2** enable any person to efficiently and conveniently access information about goods (such as products) or services in those sectors, and do not relate to any identifiable, or reasonably identifiable, CDR consumers; and
 - 5.4.3** create more choice and competition, or otherwise promoting the public interest.²
- 5.5** The CDR has already been implemented in the banking sector. It is currently being

1 On 20 July 2017, the Australian Government commissioned the Open Banking Review, which sought to recommend the most appropriate model for "open banking" in Australia. It was envisaged that open banking would give CDR Consumers greater access to, and control of, their banking data and, as such, would benefit CDR Consumers in their interactions with their banks.

2 See section 56AA of the *Competition and Consumer Act 2010 (Cth)*.

rolled out in the energy sector, with plans underway for its implementation in the telecommunications sector. The Government has also announced expanding the application of the CDR regime to parts of the finance sector, including superannuation, non-bank lending and the general insurance sector made up of home and contents insurance, car insurance, travel insurance and other personal insurances such as personal and domestic property insurances. The nature of the CDR regime is that relevant data is more freely available across a relevant sector and that data holders are less able to "hold on" to data about consumers because the regime facilitates easier transfer of data across the relevant sector/s. For this reason sectors to which the CDR regime applies are also referred to as for example, "open banking", "open insurance" or "open finance".

- 5.6** When the CDR regime is extended to the insurance sector, it is important that data about insurance products can be shared under the CDR regime in a manner that is consistent and meaningful for consumers and other CDR participants, such as comparator services that are designed to assist CDR consumers make informed choices in the sector. If the definitions of key terms, and the coverage for loss suffered by consumers, are different for policies sold by different insurers, it will be much more difficult for CDR consumers and CDR participants to compare goods and services in a meaningful way. One of the major aims of the CDR regime – increasing competition – is therefore less likely to be achieved. Of course, such a failure might be seen as representing not simply a loss to consumers, but a failure of the CDR regime itself.

6. GENERAL INSURANCE

- 6.1** In 2017, a Senate report into the general insurance industry was released (Senate Economics Reference Committee, SERC, 2017). This report highlighted a lack of transparency among insurers and a lack of clarity in insurance policies. Among complexities noted were inconsistencies in definitions used by insurers. These definitional inconsistencies have led, among other things, to consumers thinking they have cover when they do not (p. 37), and contributes to difficulties when attempting to compare insurance products.
- 6.2** Of the report's 15 recommendations, Recommendation 6 proposed: *"... that the government work closely with industry and consumer groups to develop and implement standardised definitions of key terms for general insurance"* (SERC, 2017, p. 41). The current research and report speaks directly to this recommendation.
- 6.3** The call for the standardisation of definitions in the insurance sector has been echoed in reports and submissions by key consumer advocate bodies (see also Legal Aid NSW, 2019; Treasury Discussion Paper, 2019). For example, in 2020, Financial Rights released a report (Tooth, 2020) examining the risks associated with the implementation of the CDR regime to the insurance sector. These included difficulties understanding PDSs and Key Fact Sheets (KFS) and a lack of minimum standards pertaining to insurance cover. It also emphasised a lack of standard definitions for key terms commonly used in policies, as well as the lack of standardisation regarding inclusions and exclusions of what the policies do or do not cover.
- 6.4** A major implication of the lack of standardised definitions is that it prevents consumers from making informed decisions regarding their insurance policies (Tooth, 2020, p. 21). This was identified as a substantive concern by Financial Rights, and in need of addressing.

7. INCONSISTENCY OF DEFINITIONS

- 7.1** It is now a legal requirement for insurers to provide consumers with a PDS and KFS. However, the wording of PDSs is often confusing and lengthy while KFSs have been shown not to be particularly helpful to consumers (Malbon & Oppewal, 2018). A 2017 Senate inquiry into the general insurance industry (SERC, 2017) found that the complexity of information contributed to consumers' lack of understanding of the products they were purchasing.
- 7.2** Combined with inconsistencies between insurers in both language used and what is covered, it is not surprising that consumers have little knowledge or understanding of their own insurance policies (Cude, 2006; Tennyson, 2011). Attempting to compare policies only magnifies these misunderstandings. Given this is a central purpose of CDR regime, the need for the standardisation of definitions is paramount.
- 7.3** One example (raised in Treasury Discussion Paper, 2019) is the definition of "flood". Prompted by the many insurance claims following the Queensland floods of 2010 and 2011, there now exists a standard, mandatory definition prescribed in the Insurance Contracts Regulation (see Treasury, 2019, p.16). This standardised definition of "flood" has been welcomed by consumer advocates, with hopes it will be replicated for other natural hazard perils (e.g., Suncorp, 2019). There continues to be variation in whether flood is included in standard cover or whether separate additional cover is required. An example (reported by Financial Rights, 2021) revealed that an absence of flood cover meant that rainwater run-off resulting from a storm was also excluded by that insurer – even when the consumer had separate storm cover. A further remaining weakness in the flood definition concerns “actions of the sea” (see CHOICE, 2018), which is yet to be defined.

8. AREAS OF CONCERN

- 8.1** An increase in natural disasters over recent years has been accompanied by a commensurate increase in home insurance claims (Financial Rights, 2021). The increase of consumer experiences has highlighted the inconsistencies within and between policies.
- 8.2** These perilous events of nature (e.g., fires, flood and storms) have thus become areas of concern for Australian home insurance consumers. Having made some headway with the definition of "flood", the prioritisation of bushfires is now being emphasised by consumer advocates (e.g., Insurance Council of Australia, ICA, 2020; Joint Consumer Letter, 2020).
- 8.3** A further area of concern, unrelated to natural disasters, is “malicious damage”. Rather than being events under which the consumer has no control (such as storms and bushfires), malicious damage is regarded as intentional, and includes actions (e.g., damaging a letterbox) also referred to as vandalism. Rather than concerns surrounding its definition, consumer advocates have noted that certain requirements – such as mandatory reporting of the event to police in order that the event be covered – may pose considerable risk to consumers. Specifically, requests have been made for the exclusion of this requirement in circumstances of damage caused to a property as a result of domestic violence (e.g., Legal Aid NSW submission to Treasury, 2019).

- 8.4** Consumer advocates have also identified the concept of “wear and tear” as a source of dispute between insurers and customers. Not only is there a lack of a standardised definition, disputes between consumers and insurers can arise from its “subjective application” (Suncorp, 2019, p.14). Put simply, this term is frequently used but rarely defined.
- 8.5** Notwithstanding the large number of terms used by home insurers that could benefit from consistency of definition and application, the four areas described above represent a starting point for the current investigation.

9. CONSUMER INPUT

- 9.1** Accompanying calls for the standardisation of definitions is a recognition that consumers must be involved in this process (e.g., Choice, 2020; Tooth; 2020).
- 9.2** Definitions must be able to be understood by the range of consumers to whom the policies apply. Providing a voice for consumers acknowledges them as participants in the open insurance landscape. Consumers are entitled to assurance that the products they think they are buying are in fact what they are buying. Consumers increasingly have lived experience dealing with insurers following the very events that led them to make the claim. As such, consumers are highly valuable, but highly vulnerable stakeholders in the home insurance domain. The inclusion of consumer advocates in the process of standardising definitions should ensure that insurance coverage and consumer protections are not undermined (Choice, 2018).

10. THE RESEARCH PROJECT

- 10.1** This research project endeavoured to build upon the findings of previous literature by:
- 10.1.1** examining key terms identified by consumer advocates in four key areas of home insurance that have resulted in confusion and disputes, and how these are used in PDSs for home insurance policies. These four are:
- (a)** damage arising from "flood" and "storms";
 - (b)** damage arising from "fire" and "smoke";
 - (c)** exclusion of coverage for loss because of "malicious acts"; and
 - (d)** exclusion of coverage for loss because of "wear and tear" (including the related exclusion for lack of "maintenance"); and
- 10.1.2** exploring these terms in greater depth in a series of focus groups with consumers of home insurance, in order to determine whether a lack of consistency in terminology across home insurance policies is likely to represent a major barrier to consumers being able to compare products if the CDR regime is introduced to the home insurance sector. Standardised definitions would allow consumers to make informed decisions in an "open insurance" market.

Part C - Part 1: Examining the evidence

11. OVERVIEW

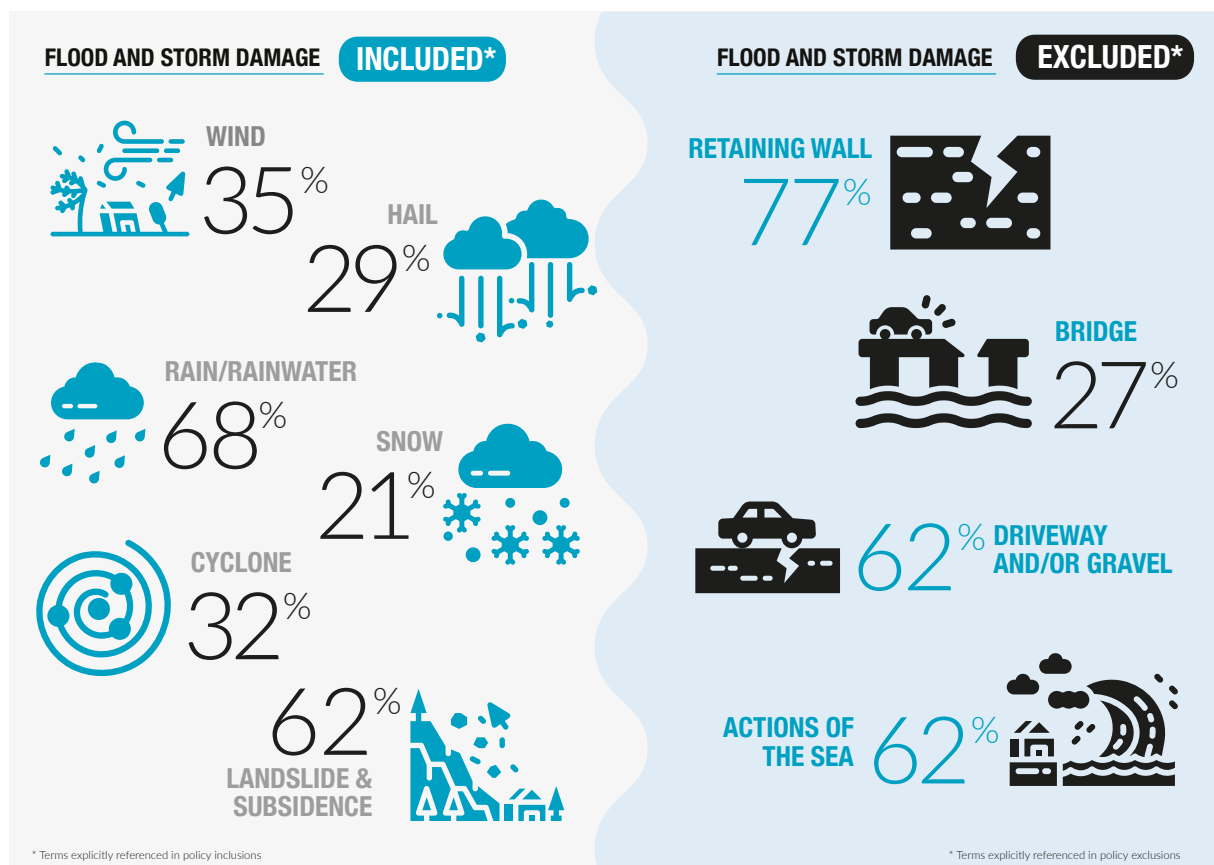
- 11.1** A PDS is a legal document pertaining to the insurance contract that includes all the relevant provisions and services that will be provided to a consumer if an insured event occurs. A PDS is mandatory and must provide a full description of the terms and restrictions of the insurance policy. It must be written in “plain English” and made publicly available (ASIC website). For the current investigation PDSs were obtained from 42 insurers offering home insurance that were freely available on the internet.³ The list of these insurers appears in **Appendix A**.
- 11.2** Close inspection of these revealed duplications between insurers, reducing the total number of PDSs to 34. These duplications were generally the result of insurers underwriting other insurers. This is also known as ‘white-labelling’. For example, Bank of Melbourne and Bank SA were insured by Westpac, while Hume Bank and HSBC were insured by Allianz. The list of insurers was also compared to a recent review of home and contents insurance provided by CHOICE (2020). Our list included all insurers included in the Choice review. Hence, final investigation was undertaken on 34 PDSs.
- 11.3** Details of the coverage provided by each insurer appears in **Appendices B to E**, and relates to the four areas under review (set out above at paragraph 1.5). Specifically, the inclusions and exclusions of each policy are delineated. A summary of the findings from the detailed review of PDSs for each of the four key areas under review is considered below.

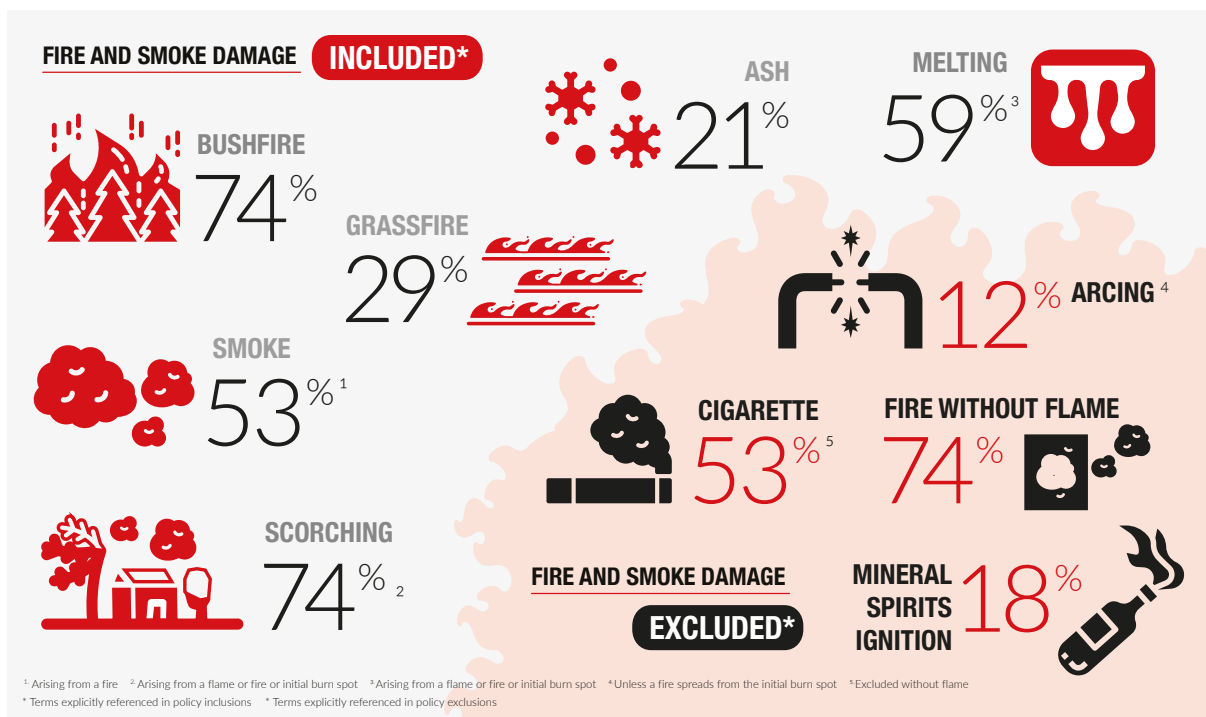
12. FLOOD AND STORM DAMAGE

- 12.1** Despite the introduction of a standardised definition for flood, the review of the PDSs indicated that there remains a degree of uncertainty over whether water damage resulting from related natural events is covered. Examples include whether flood damage necessarily involves storm damage, which aspects of water damage are included, and whether storm damage includes damage from a storm surge and/or wind.
- 12.2** Twenty two insurers (65%) considered flood and storm as separate insured events while 12 policies (35%) considered these events together. There was also considerable variation in the inclusion of “wind” (35%), “hail” (29%), “rain” (21%), “rainwater runoff” (9%), storm surge” (44%) and “cyclone” (32%) (see **Appendix F**). Importantly, flood cover was considered as “Optional Cover” by five (15%) of the 34 Insurers.
- 12.3** One insurer (RACV) stated that if the property was deemed (by the insurer) to be “at risk of flooding, rainwater run-off, or storm surge”, these events could be removed from the policy. As noted above, NRMA excludes rainwater run-off and storm surge if the policy holder opts out of flood cover.

³ PDSs were downloaded in April, 2021, hence all references throughout this Report pertain to PDSs at this time.

- 12.4** There were also a number of specified exclusions pertaining to flood and/or storm damage. Retaining walls were excluded in 26 (77%) of policies with one insurer (RAA) excluding this if “not maintained”. No subsequent definition of “maintenance” or examples of how to achieve this were provided. The exclusion of bridges was made by nine insurers (26%). Driveways were excluded by 12 (35%) insurers, while a further nine insurers (26%) specifically excluded gravel and/or loose driveways.
- 12.5** Damage due to “actions of the sea” was excluded by 21 insurers (62%), although one insurer (Defence) explicitly stated this was included.
- 12.6** Damage due to soil movement was included if the movement occurs within the first 72 hours after the insured event (16 insurers, 47%) or within 168 hours (six insurers, 18%). The definitions mentioned a variety of terms including landslide (62%), subsidence (62%), earth movement (26%), erosion (21%), mudslide (21%), collapse (18%), expansion (15%), vibration (15%) and settling (15%). Three Insurers (NRMA, RACV and SGIC) stated that that the soil movement needs to occur immediately as a result of the initiating event such as a storm or rainwater run-off. Coverage of soil movement was largely defined as an inclusion 44% of the time, while 35% of the time it was defined under the exclusion section, noting that two insurers (Suncorp and Youi) included information in both inclusions and exclusions, and 26% did not list soil movement in the storm or flood definitions at all.
- 12.7** With respect to insurance coverage for flood and storm damage, considerable variability exists between the insurance policies in terms of the breadth and clarity of what was covered and what was excluded. This pertains to both the event itself, and to specific aspects of the event. See **Appendix B** for details.





13. FIRE AND SMOKE DAMAGE

- 13.1** The review revealed significant differences in the PDSs concerning what type of damage caused as a result of a fire would be covered.
- 13.2** Fire damage (as an insured event) pertains to natural events (e.g., bushfire) and to fires that occur within the home, for example resulting from an appliance. A critical issue regarding fire damage concerns the specification that fire necessarily involves the presence of a flame. Fourteen of the 34 insurers (41%) specified the exclusion of fire damage if it occurred without a flame. This can occur, for example, from faulty electrical wiring in a heater, or from electrical overloading. A further 11 insurers (32%) excluded damage arising from arcing, melting and/or scorching specifically if it occurred without a flame. In total, 25 of the 34 insurers (74%) explicitly noted that fire damage occurring without a flame would not be covered.
- 13.3** Just over half of the insurers (53%) did not cover damage caused by cigarettes if there was no fire (or flame). Eight insurers specifically mentioned cigars in this exclusion. In addition, the replacement of specific heat-producing items that caused a fire were excluded by 12 insurers (35%). These included a heater and/or cooking appliance. Almost three quarters of the insurers (74%) covered bushfires explicitly, with 10 insurers (40%) of those also explicitly mentioning grassfires. Most of these had some form of exclusion period from the commencement of the policy, or any relevant increase in the sum insured, ranging from 48 hours (6 insurers), or 72 hours (3 insurers), to 7 days (2 insurers). Smoke damage is explicitly referenced and covered by 18 insurers (53%), however there are exclusions for gradual smoke by 5 insurers (15%), and a further 6 exclude smoke with no fire or damage (18%). YOUI covers smoke damage to contents from bushfire, or accidental fire where the flames were within 10 metres of the buildings, but excludes smoke damage where the loss or damage is to a building.

13.4 Again, considerable variation exists with regard to what constitutes a fire, and what causes of the fire are covered by the insurer. These are provided in detail in **Appendix C**.

14. MALICIOUS DAMAGE

14.1 There was some consistency with regard to cover for malicious damage. There was a general requirement by most insurers that the damage must not be caused by a person residing at the address, or by someone who was at the address with the consent of someone residing at the address.

14.2 Of the 34 insurers, all but two (CGU and HBF) specifically excluded damage by the resident themselves. All but three insurers (AIG, CGU and HBF) specifically excluded damage by someone who was on the property with the consent of a resident, although these three policies specifically excluded a tenant. However, all the PDSs reviewed contained at least one of these exclusions, and it is doubtful whether damage caused by a resident would be covered under any of the insurance policies.

14.3 A further requirement in this area is the reporting of the damage to the police. Although this was specified by only six insurers (18%), it remains a controversial area, particularly in cases of domestic violence where police involvement has the potential to increase the risk of harm to the resident reporting the damage.

14.4 Another specification in some policies was that malicious damage occurring as a result of a riot is not covered. Five insurers (15%) specified this exclusion, and one additional insurer (Qantas) excluded damage resulting from a riot only if the resident participated in the riot.

15. WEAR AND TEAR

15.1 The term “wear and tear” was used in all but one PDS.

15.2 One insurer mentioned the term “wear and tear”¹¹ times. Seventeen insurers mentioned “wear and tear” twice in the PDS (50%) and it was mostly paired with the term “gradual deterioration”. Of these 18 policies, only six provided any definition or examples of the term.

15.3 Although some parameters were mentioned (e.g., rot, rust, corrosion), an explicit definition was provided by only two Insurers (Australia Post and QBE) as:

“Physical deterioration to property occurring over time due to use and/or exposure to its environment”.

15.4 Examples of wear and tear were provided by these insurers, and also by an additional four insurers (AAMI, ANZ, Domain and Suncorp), the wording of which was as follows (or a slight variation of this):

“Wear and tear consistent with normal gradual deterioration (e.g., paint peeling off as part of its normal life cycle, wood rotting from moisture in the air or ground, roofs weathering or a hot water system leaking as a result of normal gradual deterioration)”.

16. SUMMARY OF THE REVIEW OF PDSS

16.1 Examination of the PDSs of 34 home insurance policies revealed significant variation between them, not only in the definitions of key terms, but in the inclusions and exclusions of the policies. Although some of these variations may appear minor on the surface, they are likely to become critical at the time a claim is made as they determine whether or not a person is covered for damage incurred.

16.2 Specifically:

16.2.1 differences were found in what insurers effectively included in flood and storm damage (despite "flood" being a standardised definition), as well as fire and smoke damage;

16.2.2 particular aspects of water and fire damage were also found to be excluded in some policies;

16.2.3 with regard to malicious damage, there was some variation between *who* caused the damage and whether or not the damage must be reported to the police; and

16.2.4 the most notable discrepancies – or omissions related to the definition of “wear and tear” and “maintenance”. These terms remained largely undefined, although some examples of appropriate maintenance were provided in some cases.

16.3 Following this investigation of the PDSs, the next step in the project was to explore what consumers, themselves, thought about home insurance terms and coverage in the key areas of review.

PART D - Part 2: Consumer focus groups

17. OVERVIEW

- 17.1** Focus groups are a valuable way to gain information from consumers. They bear similarity to semi-structured interviews in that they follow prearranged topics/questions while allowing respondents to provide as little or as much information as they like. Moreover, the presence of others in the focus groups can serve as a prompt to remember additional information and/or to provoke deeper consideration of a particular issue.
- 17.2** In addition, consumer focus groups can be helpful in identifying broader community expectations - in the current context, expectations about what is covered when a consumer purchases a home insurance policy.
- 17.3** The current research was conducted during a time when outbreaks of COVID-19 prompted numerous state and territory-wide lockdowns across Australia. This meant conducting focus groups in person was not possible. Consequently, all focus groups were conducted online using the Zoom meeting platform. An advantage of this was that participants from across the country were able to participate without leaving their own homes. A downside to conducting focus groups on Zoom was that numbers of participants had to be fewer than would be possible for in-person focus groups. This is because the audio on the Zoom platform prioritises one voice at a time. Rather than allowing a more natural and free-flowing conversation between the group, these focus groups required greater facilitation from the researcher.
- 17.4** Participants were recruited from a number of sources, including via a consumer advocate group but also more broadly via social networks. In order to gain a broad cross-section of the community, participants were recruited from around Australia, and from both rural and urban areas. All potential participants were provided with written information outlining the purpose of the research and details about how their data would be used and protected. This “Plain Language Statement” appears in **Appendix G**. The final selection of participants relied on their availability for the online focus groups.
- 17.5** In the end, four focus groups were conducted with a total of 16 participants (11 males; 5 females). Six participants had experienced problems with home insurance claims and were recruited via Financial Rights. The remaining ten were recruited through social networks. Eight participants were from urban/metropolitan areas and eight from rural/regional areas.⁴ The overall level of education of participants was high. Most had professional careers or had retired from a professional career. As such, problems identified by this group may pose a much greater problem for consumers from a more representative sample including consumers with lower levels of education and from lower socio-economic situations. Each participant owned, or had owned, their own home (with or without a mortgage) and all had

⁴ To protect the privacy of the small number of participants, demographic information is provided in general (rather than specific) terms.

some form of home insurance. The time participants had lived in their homes ranged from seven months to 39 years (mean length of time was 15 years and 11 months).

- 17.6** An independent scribe took notes throughout all focus groups. All participants consented to the focus group being recorded, which were checked against the relevant transcript. Once this was undertaken, all recordings were deleted. In addition, a summary of findings was emailed to each participant.

18. GENERAL THOUGHTS ABOUT HOME INSURANCE

- 18.1** First, participants were asked their general thoughts about home insurance. Prompts included: why did they purchase home insurance, what they thought they were buying, and whether there were specific things they wanted covered.

- 18.2** The most commonly stated reason for purchasing home insurance was as “protection from the unknown”. It was generally thought that the cost of homes was so high that insurance was the way to “mitigate the risk” if “something were to happen”. For some, the specific risks of natural disasters in their area was a primary motivator. These included bushfires, floods and storms. In some instances, flood cover was specifically taken out as additional cover; for others, the cost of additional cover was prohibitive. Another commonality was a belief (or intention) that home insurance was for “big things” or “major events”, and the hope that it was something they would never need to use.

19. FLOOD AND/OR STORM DAMAGE

- 19.1** Participants were then asked to specifically think about flood and/or storm damage, including what they thought would/should be covered (in general terms) under these events. Next, they were asked about specific aspects of flood/storm damage (e.g., damage to driveways and retaining walls). Questions were asked in a general and open-ended manner to elicit consumers’ understandings of the terms and issues. Participants were thus free to provide their answers in generic terms or to give detailed and specific responses if they wished.

- 19.2** All participants expressed the belief that major damage caused by flood and/or storm (and some minor damage) should be covered, although this had not been the case for those who had experienced such damage. Indeed, no participant who had suffered any form of flood or storm damage had found the insurance process straightforward, with most enduring lengthy (and sometimes costly) battles with insurers. These included disagreements concerning the cost of the repair/replacement of the item, whether the damage was a result of the natural event (e.g., damage appearing weeks after the water event), whose responsibility the damage was (e.g., trees falling from or onto neighbouring properties), and issues of maintenance. All found the experience of dealing with insurers stressful – in addition to the stress and (sometimes extreme) inconvenience of the natural event. None had anticipated this to be the case.

- 19.3** When asked about specific aspects of flood and/or storm damage, responses varied. Damage to driveways (particularly if they became impassable) was generally expected to

be covered, with some noting the potential for (at least part of) the driveway to be council responsibility. The possibility was raised that “soft surfaces” (e.g., stones) might not be covered and the potential for this to be specified in the insurance contract. In general, access to one’s property, not including government-owned areas, was expected to be considered part of that property.

- 19.4** Damage to retaining walls (due to flood and/or storm damage) was unanimously expected to be covered, but the experiences of many revealed this not to be the case. As with other damage under this event, debates with insurers had ensued over whose responsibility the retaining wall was, and whether or not it had been maintained.

20. FIRE AND/OR SMOKE DAMAGE

- 20.1** As with flood and storm damage, participants were first asked to provide their understanding of what would/should be covered under these events. They were then asked about the *cause* of a fire and whether or not specific items/appliances would/should be covered. These included cooking appliances, heaters (gas or electric) and cigarettes. Finally, participants were asked about their understanding of some specific terms that occur frequently under this event (i.e., arcing, scorching and melting).
- 20.2** Again there was consensus that damage due to fire (whether external or internal) should be covered. Several participants raised the possibility – or had experienced the situation – of significant damage being caused by smoke, without actual fire damage. Specifically, several people noted the smell of smoke that persisted in floor and window coverings, and even brickwork, despite cleaning and removal of items with visible fire damage.
- 20.3** Regardless of the cause of the fire (i.e., stovetop, log fire, heater, cooking appliance, iron), any resultant damage was generally expected to be covered by insurance. This was because any of these would be a result of an accident, not maliciousness. Although some considered it might occur from lack of maintenance or not paying attention (e.g., a log rolling out of a fire), again it was considered that this would occur accidentally. In contrast, most people hesitated when a cigarette was suggested as the cause of the fire. This was followed by admissions that “this was probably being judgemental”. Ensuing discussions concluded that it would also no doubt be accidental and probably no different, for example, to having candles burning in the home. Some raised the possibility of smokers having to take out additional cover but this was not strongly endorsed.
- 20.4** Attempts were then made to define three terms. “Melting” was generally considered a “change of state from solid to liquid” and “involving heat”. “Scorching” was considered to occur “on the surface” with “change in colour” that “may or may not leave a mark”. It was considered that a scorched item would generally still be usable, hence participants differed in their views as to whether this would necessitate replacement. Finally, many participants were unfamiliar with the term “arcing”. Those who did know – often those with electrical and/or engineering knowledge – defined it as “electricity jumping from one point to another”, “from a point of high energy to one of low energy”. All participants considered that damage from melting, scorching or arcing would be covered.

21. MALICIOUS ACTS (OR VANDALISM)

- 21.1** Based on contentious issues in this area, participants were told about two common requirements in this regard. First, this specific event does not include damage by a person living at the address. Second, it is often mandatory that the incident or damage be reported to police. They were then simply asked what they thought about each of these requirements. They were also asked whether they thought damage from a riot should be covered.
- 21.2** When asked about insurance not applying to damage by a resident, most participants immediately thought of “domestic situations”. Examples included “violent partners”, “someone with a mental illness”, a “wild child”, or simply someone “making a poor choice at the time”. Many considered this to be a discriminatory requirement. The intent and capability of a person to be “malicious” was a particular concern. One participant suggested that, similar to the health profession, “there should be specific conditions about confidentiality ... to not put people in danger”. It was suggested the welfare of a claimant should be a primary concern.
- 21.3** The requirement of reporting damage to the police raised similar concerns. Many immediately recognised the dangers if the event involved domestic (or similar) violence. This might involve partners, ex-partners, children, other relatives, and even neighbours. In addition to the increased risk this might pose to a home owner, it was also seen that police involvement could perpetuate a situation that might otherwise have been a “one-off”. Several participants recognised the fear that many people have of the police, whether it be through direct experience or a lack of understanding of police processes (e.g., migrants). Common too, was the idea that most vandalism would be of little concern to the police, being “trivial” or “something the police would not be able to solve” (e.g., damage to a letterbox), and the view that “the police have much bigger things to spend their time on”. Most people simply “did not want to bother the police”. In general, this requirement was viewed as “the insurance company making it harder for people to make a claim”.
- 21.4** Finally, the exclusion of damage as a result of a riot was considered unreasonable, particularly as this was “out of one’s control”. The only exception to this was if a claimant themselves, were involved in the riot. It was also suggested that riots might be more likely to occur in poorer areas and, as such, these people would be doubly affected by both lower economic capacity and higher risk of some form of damage.

22. WEAR AND TEAR (AND MAINTENANCE)

- 22.1** Given a lack of clarity in this area (evidenced above), participants were asked how they would define “wear and tear”, and what they would consider to be “reasonable wear and tear” on various items in and around the home (e.g., carpets, roof tiles and gutters). They were also asked what they considered to be “reasonable maintenance” on these items, along with door and/or window locks, and hoses under sinks. Again, any general thoughts in this area were encouraged.
- 22.2** While a few participants suggested “degradation” or “gradual deterioration” of an item as part of the definition, most incorporated a sense of time and/or usage. That is, it was generally agreed that any home (or part thereof) would “deteriorate over time” and “that

is to be expected". This would occur "simply through reasonable usage" and "not from a particular catastrophic event" or "excessive" use. Other suggestions included the "life expectation" of a particular item or product (e.g., a roof or an air conditioning unit), and the issues of warranties were raised. Overall, participants acknowledged the immense subjectivity of the term, suggesting it could easily be manipulated to serve any number of purposes.

- 22.3** The enormous variability inherent in clarifying "wear and tear" and "maintenance" were revealed when participants discussed specific items. Of particular concern were roofs. There was the expectation that a roof should last a very long time (if not forever), although this was dependent on the type of material used. Understanding of what constitutes maintenance of roofs was similarly varied, with the structure of the house and the area in which the house was situated being key determinants. Those living with trees close to the house and/or those in bushfire-prone locations were more likely to keep a close eye on roofs and gutters than were those in high-density urban areas. Nonetheless, the accessibility of the roof made a difference, sometimes necessitating often considerable expense in order to check and maintain the condition of the roof. It was recognised that this could be a very real impediment for many people. Problems can also arise that are very difficult to detect. For example, roof tiles or shingles can move as a result of wind or even a rodent without there being any indication of the damage. In general, and with the exception of one participant, annual roof checks were considered unreasonable because of the risk or expense to the homeowner.
- 22.4** Maintenance of gutters, however, was considered more practicable. Some participants had leaf guards, while others performed regular cleaning. All were aware of the risk of flooding due to overfull gutters, and of bushfires that spread through leaves igniting.
- 22.5** For participants who had experienced insurance claims involving roof damage, several issues had arisen. Principal among these were debates over whether the damage resulted from the event (i.e., storm, wind) or from lack of maintenance. Examples included insurance assessors claiming lack of gutter maintenance when the damage involved a fallen tree, and flooding from a significant hailstorm where large hailstones had blocked the gutters. Frustration was expressed over the absence of guidelines or expectations from insurers in this regard.
- 22.6** Maintenance of door and window locks was considered reasonable, but most participants admitted they would not know there was a problem unless the lock did not work. In such an instance, repairs/replacement would be undertaken. The suggestion of regular checks on locks that are not used (e.g., they remain closed/locked) had mostly not been considered. When they were, it was by those living on their own. Other discussions pertained to the "all or nothing" approach by insurers that all doors and windows should have locks. For example, if access to upper floor windows was restricted (or impossible), it should not be necessary to have locks on these.
- 22.7** The suggestion that "regular people" would have knowledge of hoses under sinks was also considered unreasonable. Again, it was recognised that damage would only become apparent when problems (i.e., flooding or leaking) occurred. Moreover, and precisely because most homeowners are not licensed plumbers or electricians, checks on items like hoses could be dangerous. If problems did arise, a qualified person would be contacted, but this would not necessarily entail making an insurance claim.

23. SUMMARY OF FOCUS GROUPS

- 23.1** Overall, participants purchased home insurance to provide peace of mind if something unforeseen were to happen. Importantly, they hoped they would never need or use their home insurance. Examples of damage were provided where no claim would be made. This suggests a level of integrity they hoped would be reciprocated if and when they did have experience with insurers.
- 23.2** Given the length of time participants had owned their home (and for many this was not their first home), most had the experience of making a home insurance claim. Unfortunately, many of these were not positive. The majority of disputes involved replacement costs for affected items and/or whose responsibility the damage was, including issues of maintenance. None had expected this to be the case, which for many only exacerbated an already stressful situation. While not a focus of the current research, this is an important finding that should not be overlooked by insurers.
- 23.3** The focus groups highlighted the need for clarity surrounding home insurance inclusions and exclusions. People expect their homes to be covered for damage caused by major events (i.e., floods, storms, fires), regardless of the cause of that damage. Underlying this was a belief that these events are unintended, often unpredicted, and outside of one's control.
- 23.4** Attempts to define specific terms was also illuminating. Despite the high level of education and professional and/or specialist careers of participants, many had difficulty, particularly with the term "arcing". Some expressed concern that "regular" people cannot be expected to know all these things, and that insurers should be defining the terms, especially those that are used frequently.
- 23.5** Similarly, discussions surrounding "malicious acts" placed responsibility on insurers. Most participants, unprompted, immediately saw potential pitfalls with having to report the incident to police. Rather than adding obstacles to making claims, the welfare and safety of people should be paramount.
- 23.6** Not surprisingly, the related issues of "wear and tear" and "maintenance" exposed the highest lack of clarity and subjectivity. While participants varied in their views on what would be considered "reasonable" in this domain, all participants recognised the necessity of maintaining items, though whether this should be determined by the age of the item, its expected lifespan, or related to item warranties remained unclear. Roofs were undoubtedly the area of most concern. It was suggested that insurers should provide clear guidelines on how particular items could be maintained, perhaps through a checklist that includes what should be checked and how often the checks should occur (see Footnote 5 in [Recommendation 3](#) below). That the onus of responsibility should be on the insurers to provide these guidelines was felt strongly.
- 23.7** In summary, participants recognised the value of home insurance, but were unprepared for disagreements that occurred when claims were made. The need for greater clarity from insurers was strongly endorsed.

Part E - Further analysis and recommendations

24. OVERVIEW

- 24.1** The research project described in this report has led to the conclusion that in the home insurance industry consumers generally understand the scope of events that are relevant to the insurance they purchase – that is, people know what a fire is and people know what a flood is, along with the damage associated with these events.
- 24.2** Problems are more likely to emerge because of the exclusions and qualifications to these concepts that are included in PDSs, which consumers do not typically expect, know about, or understand. It is these exclusions and qualifications that functionally alter the meaning of the key definitions.
- 24.3** Moreover, these exclusions and qualifications often focus on elements of human decision making and (in)action, thereby necessarily introducing an element of ambiguity into the definitions.

25. UNDERSTANDING THE CONTEXT

Consumers' subjective understandings

- 25.1** As context, it is essential to reflect on the subjective experiences of consumers as they seek out and purchase insurance. It is self-evident, that consumers purchase insurance to mitigate against risk of loss.
- 25.2** It became clear from the analyses of the focus groups that consumers consider this loss in a comprehensive manner. That is, if they purchase insurance to cover loss from fire, then they expect compensation for all forms of loss associated with the fire, including attempts to extinguish the fire. Simply put, if there is a fire, and that fire causes loss or damage in any form to the home, then consumers expect and indeed believe they have purchased, full, like-for-like replacement compensation. The same pertains to flood damage, and/or loss associated with other key concepts considered in this report.
- 25.3** Although not explicitly articulated in the focus groups, it appears there may be parallels between consumers' expectations about home insurance and their experiences with the Australian Medicare system.
- 25.4** Although Australian consumers do not explicitly opt into and purchase Medicare insurance, the system subjectively (and perhaps effectively) works as risk mitigation. People know that their Medicare levy will ensure health care in the event of loss. Critically however, this system does not have exclusions and qualifications as are often instantiated by insurers.
- 25.5** For example, consider a child who crashes her bicycle and breaks her arm. People know the key concept of "broken bone" and do not need further definitional clarification. People also expect that the health system will appropriately attend to their child's broken arm. But

what if the crash was caused by “normal wear and tear” of the bicycle? Would the average Australian accept the health care system’s denial of payment for appropriate medical treatment because of an exclusion of this nature? We suspect not.

- 25.6** As a second example, consider a person who engages in self-harm or even attempted suicide. These actions clearly fall under the category of “malicious intent,” a basis upon which insurers regularly deny claims. Yet Australians engage with the health care system expecting (and receiving) their care will be covered, even under these “malicious intent” circumstances.
- 25.7** This Medicare model exemplifies how it appears that consumers are likely to enter into, and engage with, the broader insurance industry. Again, the problem does not appear to be with a lack of clarity in the definition of key concepts, but in the exclusions and qualifications that ultimately prohibit consumers from the compensation they sought to secure at the time they entered into the insurance agreement.

Insurers' likely strategic goals

- 25.8** At the same time, it is also important to understand the strategic goals of insurers. They, too, seek to mitigate against risk of their own loss and thus keep premium costs as low as possible, to remain competitive.
- 25.9** Although insurers were not interviewed in the current research, our reading of the PDSs suggests that idiosyncratic exclusions and qualifications represent one way that insurers seek to manage their own risk. In developing their insurance policies, insurers have a variety of resources typically unavailable to consumers, including but not limited to high-level quantitative modelling procedures, extensive empirical data, and sizeable legal teams.
- 25.10** We are concerned that the wording of the relevant insurance policies may result in consumers lodging claims in good faith, describing the claim event with words they know best. However, if the specific words chosen by the consumer do not match specific words in the policy then a claim may be denied simply because of a consumer’s choice of words. Consumers must take care to use words that fall within the scope of the covered event, but outside the scope of the particular exclusions and qualifications. This is inherently discriminatory against people with limited English language abilities and/or limited capacity to hire legal representation.
- 25.11** There is also concern that insurers may mitigate risks by relying on the subjective evaluations of employees or agents who visit properties to assess damages. In such situations there is an inherent power imbalance between people who have experienced loss and insurers which may determine whether or not to compensate for that loss. It was not uncommon for participants in our focus groups who had lodged claims (and others we spoke to but who chose not to participate in the focus groups) to have experienced this power imbalance. Some were also inhibited in expressing disagreement with the assessor. This reinforces the power of the assessor to make claim interpretations in a way that mitigates against risk for the insurer they represent.
- 25.12** Further concerns expressed by consumers (e.g., requirements that consumers lodge claims with the police) are considered elsewhere in this report.

26. CATEGORIES OF EXCLUSIONS AND QUALIFICATIONS

- 26.1** As noted above, exclusions and qualifications in home insurance policies often focus on human decision-making and (in)actions. This means that the crux of insurance policies moves away from a lack of definitional clarity to the vagaries associated with knowing, understanding and predicting human behaviour.
- 26.2** Unfortunately, human states-of-mind remain remarkably difficult to assess, even among the most sophisticated psychologists. This problem is most apparent in the clearly articulated “malicious intent” exclusion. Here a consumer’s state of mind serves as the very focus of this exclusion.
- 26.3** It is difficult to see how non-psychologically-trained insurance assessors will be qualified to determine this human intent. Despite this, insurers regularly rely on the concept of malicious intent in managing their risk.
- 26.4** We appreciate, of course, that insurers should not be compensating people who, for example, throw a brick at their television simply because they want someone else to buy them a new one. Indeed, findings from the focus groups suggest the opposite: most hoped they would never make an insurance claim. Nonetheless, we suggest that what requires clarification is perhaps not the definition of intent or even malicious intent, but the process by which intent will be determined.
- 26.5** A second action pertains to concepts such as “maintenance.” As is articulated elsewhere in this report, considerable variability exists in understanding what appropriate maintenance requires. It becomes particularly challenging because appropriate maintenance of one’s home is likely to vary as a function of the very nature of the home itself and of the environment (e.g., sun or snow) in which the home is located.
- 26.6** Indeed, few products that consumers purchase articulate the appropriate maintenance for that product. We suspect that the sheer magnitude of types of homes and different environments will make it nearly impossible to articulate precisely the appropriate maintenance. This, in itself, provides a means by which insurers can invoke the concept in order to manage their own risks. People know what maintenance means. What people do not know is when insurers will invoke the concept to deny a claim, nor the process by which assessors determine the nature of human thoughts and (in)actions.

27. COST OF EXCLUSIONS AND QUALIFICATIONS

- 27.1** As noted in this report, the related issues of “wear and tear” and “maintenance” exposed the highest lack of clarity and subjectivity.
- 27.2** We note that as these exclusions and qualifications are all associated with consumer behaviour, to undertake maintenance and thereby prevent wear and tear, and involves an additional cost to consumers beyond the monetary fees paid for the insurance premium. These costs will be incurred in the form of consumers’ time and effort, as well as financially through the provision of additional resources and/or personnel (e.g., hiring someone to clear roof gutters) to support these actions.

- 27.3** Explicating these additional costs to consumers is extremely important. Although participants in the focus groups indicated willingness to engage in many of these behaviours, it became clear that the primary if not sole perceived cost to them is simply the insurance premium. Basically, people believed that payment of the premium buys the insurance coverage without further costs, which is not correct.
- 27.4** What also became clear in the focus groups is that the scope of these behaviours remains vague in consumers' minds; they just do not know how much effort needs to be invested to satisfy the subjective decision-making of insurance assessors.

28. RECOMMENDATIONS

We make the following recommendations arising from the research project described in this report:

Recommendation 1

Government-led reform relating to the insurance industry should continue and include standardising definitions for key concept events such as for 'fire' and 'storm'. Standardised definitions should be adopted industry wide and apply to all home insurance policies.

The now accepted, and mandated, definition of 'flood' across the insurance industry demonstrates not only the practicality of clarifying definitions, but that such a goal is achievable. Given the high number of claims involving storms and fires in recent years, defining these terms should be the next priority. The Australian Government should not only work with insurers in this regard, it should actively seek the input of consumer advocates, as they have direct experience with those consumers who have been adversely affected by a lack of clarity in these areas.

Recommendation 2

Even more importantly than Recommendation 1, reform in the home insurance industry should focus on articulating all agreed possible inclusions or exclusions/qualifications for relevant insured events (particularly for "fire", "flood" and "storm").

Insurers offering home insurance should be required to present consumers with standardised information about applicable inclusions and exclusions before they purchase a home insurance policy.

For example, consumers could be presented with a list of these inclusions and exclusions in tabular form, indicating:

- a) which of the inclusions and exclusions/qualifications apply to their policy, and
- b) any additional cost(s) to consumers to include each exclusion and qualification in their policy.

Requiring insurers to present the information to consumers in an identical way would allow them to be able to compare directly the various insurance policies, including via the CDR regime.

Recommendation 3

Recognising that some concepts will necessarily be contextually defined, any reform to the insurance industry:

- a) should give priority to more comprehensively describing exclusions which rely on a subjective assessment by an insurer, such as:
 - i) "maintenance" – so that consumers know the minimum actions they need to take, to avoid future loss not being covered because they have failed to 'maintain' their property. This could be via a checklist of tasks with suggested timeframes for the maintenance work. For example, the cleaning of gutters could be considered required maintenance, with suggested time intervals for when this should be undertaken. Variations in home environment can also be taken into account with, for example, the suggested time interval differing for homes in areas with lots of trees to those with few or none⁵; and
 - ii) "wear and tear" – so that consumers know when a claim will be denied as a result of this. A general (or core) definition of "wear and tear" could be developed, and then be adapted to provide specific explanations relevant to specific items.⁶ For example, a general definition of "reasonable wear and tear" on roofs could be provided, together with specific examples of "reasonable wear and tear" on roof tiles, or capping; or
- b) these subjective exclusions should be removed altogether. This would be consistent with the expectation of the consumers in focus groups that all loss of damage caused by the key concept event would be covered; and/or
- c) more objective processes be required for assessing whether these elements have occurred (e.g., by having assessments undertaken by independent third parties, who are not appointed by insurers; or having insurers visit insured homes on a regular basis, to advise whether any action by the consumer is required). The costs of this could be calculated into the insurance premium (as, presumably, the current assessors' costs are calculated into premiums).

Recommendation 4

All costs associated with the purchase of a home insurance policy, including any costs beyond the relevant premium, should be required to be clearly explained to the consumer at the time of purchase.

For example, if coverage will be excluded unless the consumer takes particular maintenance actions (e.g. cleaning roof gutters twice a year), the relevant PDS should contain a clear statement that the consumer will need to ensure this and may need to pay someone to undertake this for them, in addition to the cost of the insurance premium.

5 While this report was being developed, a lead researcher received an email from their home insurance company with tips and recommendations for some home maintenance. This is precisely what could be adopted, and extended, across the industry. Note, however, that the intent of our Recommendation is to achieve clarity in terms that are often vague and/or can be reinterpreted after the event in ways that are detrimental to consumers. With this intent in mind, the use of checklists should not form a basis by which insurers deny legitimate claims by creating additional burdens on consumers. One way to achieve this would be via regular home visits by insurers to assist consumers to work through maintenance processes.

6 Again, the intent of this Recommendation is not to provide a mechanism to deny legitimate claims – we suggest that failure to maintain an item should not be able to be used to deny a claim where any failure to maintain is unrelated to the damage. For example, damage to a roof caused by hail or a fallen tree branch should not be denied because of a failure to maintain the roof, if the damage would have occurred irrespective of the level of roof maintenance.

Recommendation 5

Claims processes associated with the exclusion of loss caused by "malicious acts" should be reconsidered. In particular any requirement to inform the police before being able to claim loss as a result of the malicious act, with a view to ensuring an appropriate balance between:

- a) the ability of insurers to keep policy costs down, by not insuring against those deliberately cause damage and/or fraudulently claim coverage; and
- b) the need to ensure that insurers do not place undue responsibilities on claimants that could compromise their safety noting that there are many forms of possible violence, from a wide range of potential perpetrators and as a result of a range of causes, including mental illness and abusive partners.

Recommendation 6

In formulating definitions, insurers should not place undue responsibilities on claimants that could compromise their safety.

Of particular importance is the requirement to inform police in the case of a "malicious act". This can pose a significant risk in cases of domestic violence which has already been recognised as a risk by consumer advocates and some insurers. Instances of domestic violence are not the only circumstances in which informing the police may cause harm. For example, a person exposed to violence may not have previously reported this to the police and may be subjected to providing additional evidence in order to obtain this exemption. In addition, and articulated by participants in the current research, risks of violence can result from a wide range of potential perpetrators or adversaries and from a range of causes including mental illness.

The current research also identified additional reasons that might provide a disincentive for people to report an incident to the police. Not least of these is a perception that there is often little the police can do, and that police time is better spent pursuing more serious cases.

We recommend that the insurance industry consider abandoning this particular requirement, given the often undue encumbrance the requirement to report malicious acts to the police can place on claimants, and noting that not all insurers have this requirement.

Recommendation 7

The Australian Government should work with consumers and insurers to establish agreed terms and exclusions, to assist in ensuring that the wellbeing of consumers is prioritised in all aspects of insurance requirements and dealings.

In undertaking this work, we recommend that the following be taken into account:

- The current research revealed that many consumers regard home insurance as something they rely on to protect their (often largest) asset. Indeed, many consumers had no intention of making use of their insurance except in a major event. When disputes arose, claimants expressed frustration and disappointment with their insurer. Disputes also shone a light on the inherent power imbalance that occurs when home owners make an insurance claim, often because significant damage has been inflicted on the home.
- While some focus group participants expressed the view that it was not their responsibility to define standard terms within insurance policies, most expressed a willingness to work with insurers in good faith. We believe that including the consumer voice in the reform process has the potential to maximise clarity. Although only a small sample of all home owners, it seems unlikely that focus group participants would all be outliers of the general population.
- Irrespective of the specific circumstances of a claim, damage to one's home often is a significant source of distress for most people. When additional demands are placed on claimants (e.g., reporting the incident to the police) or disputes with claims arise (e.g., regarding maintenance of an item), that level of stress is increased. This is further amplified when insurers make decisions that, because policies are unclear, appear subjective and/or arbitrary. The level of stress for home owners can be exacerbated through disputes with insurers.
- In addition to implementing **Recommendations 1 to 5** above, concerns raised by focus group participants could be further addressed by recognising the vulnerability of claimants, and prioritising their wellbeing, will benefit both consumers and insurers.
- Insurers have a responsibility to provide clear and consistent information to all policy holders. The clearer the requirements, the easier it becomes for consumers to comply with their obligations, and understand the limitations of their policy. If disagreements do arise, they can be more easily resolved if clearly defined terms and responsibilities have been made available.

Ultimately, we believe that prioritising the wellbeing of consumers will benefit consumers and insurers. Any extension of the CDR regime to the home insurance sector will require transparency and protection for consumers. Working with, rather than against, consumers is one way to achieve this. Doing so can make insurers more attractive in the eyes of consumers, thereby increasing their profitability.

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Appendix A: List of Insurers

List of Insurers (those not included in the current research project are crossed out)	Underwriter	Included in Choice Review
AAMI	AAI Limited	✓
Ahm	The Hollard Insurance Company Pty Ltd	
AIG	American Insurance Group	
Allianz	Allianz Australia Insurance Limited	
ANZ	QBE Insurance (Australia) Limited	✓
APIA	AAI Limited	✓
Australia Post	QBE Insurance (Australia) Limited	
Australian Seniors	The Hollard Insurance Company Pty Ltd	✓
Australian-Unity	Allianz Australia Insurance Limited	
Bank of Melbourne	Westpac General Insurance Limited	✓
Bank SA	Westpac General Insurance Limited	✓
Budget Direct	Auto & General Insurance Company Limited	
Bupa	CGU Insurance	
CGU	Insurance Australia Limited	✓
Coles	Insurance Australia Limited	✓
Comminsure	Allianz Australia Insurance Limited	
Defence Services	QBE Insurance (Australia) Limited	
Domain Insure	Blue Zebra Insurance Pty Ltd	
GIO	AAI Limited	✓
HBF	CGU Insurance	
Huddle	The Hollard Insurance Company Pty Ltd	✓
Hume Bank	Allianz Australia Insurance Limited	
HSBC	Allianz Australia Insurance Limited	

List of Insurers (those not included in the current research project are crossed out)	Underwriter	Included in Choice Review
ING	Auto & General Insurance Company Limited	
Kogan	The Hollard Insurance Company Pty Ltd	✓
NAB	Allianz Australia Insurance Limited	
NRMA	Insurance Australia Limited	✓
Qantas	Auto & General Insurance Company Limited	
QBE	QBE Insurance (Australia) Limited	
RAA	RAA Insurance Limited	✓
RAC	RAC Insurance Pty Limited	✓
RACQ	RACQ Insurance Limited	✓
RACV	Insurance Manufacturers of Australia Pty Ltd	✓
Real Insurance	The Hollard Insurance Company Pty Ltd	✓
SGIC	Insurance Australia Limited	✓
SGIO	Insurance Australia Limited	✓
St George	Westpac General Insurance Limited	✓
Suncorp	AAI Limited	✓
Virgin Money	Auto & General Insurance Company Limited	✓
Westpac	Westpac General Insurance Limited	✓
Woolworths	The Hollard Insurance Company Pty Ltd	✓
Youi	Youi Pty Ltd	✓

Appendix B: Flood and Storm Damage in PDS

INSURER: AAMI
INSURANCE: Home Building Insurance
DATE: September, 2020

What is covered :

- Loss or damage caused by **flood**

What is not covered :

- Loss or damage caused by flood if you do not have flood cover. Your certificate of insurance will show this limitation in your cover
- Loss or damage caused by actions or movements of the sea or storm surge
- Loss or damage to retaining walls, sea walls, revetments, garden borders and free standing outdoor walls
- Resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by the flood
- Loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
- Loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the flood
- Damage to external paintwork of the building, if that is the only building damage caused by the flood
- Loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred
- Loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse shrinkage or any other earth movement, but we will cover damage to the building caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of flood and not erosion, structural fault or design fault

What is covered :

- Loss or damage caused by a **storm**

What is not covered :

- Loss or damage caused by flood
- Loss or damage to the building caused by actions or movements of the sea or storm surge
- Loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse shrinkage or any other earth movement, but we will cover loss or damage to the building caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of a storm and not erosion structural fault or design fault

- Loss or damage to retaining walls, sea walls, revetments, garden borders and free standing outdoor walls
- Resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by the storm
- Loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
- Loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm
- Damage to external paintwork of the building, if that is the only building damage caused by the storm
- Loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred

What is covered :

- Loss or damage caused by **storm surge** that happens at the same time as other insured damage caused by **storm**

What is not covered :

- Loss or damage caused by flood
- Loss or damage to the building caused by actions or movements of the sea
- Loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse shrinkage or any other earth movement, but we will cover loss or damage to the building caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of a storm surge that happens at the same time as other insured damage caused by storm and not erosion, structural fault or design fault
- Loss or damage to retaining walls, sea walls, revetments, garden borders and free standing outdoor walls
- Resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by the storm surge
- Loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
- Loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm surge
- Damage to external paintwork of the building, if that is the only building damage caused by the storm surge
- Loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred

INSURER: AHM
INSURANCE: Home and Contents Insurance
DATE: February, 2021

What is covered ✓:

- Loss or damage caused by **flood**

What is not covered ✗:

- Loss or damage to swimming pool covers, spa covers or plastic or vinyl swimming pool liners
- The cost of cleaning or removing debris out of swimming pools or spas and/or replacing the water
- Loss or damage
 - to retaining and/or freestanding outdoor walls
 - to fences and gates that are not structurally sound or well maintained
 - to loose surfaces of paths and driveways
 - involving cracks to paths, driveways or any outdoor surfaces
 - caused by water entering your home due to building alterations, renovations or additions
 - to plants, trees, artificial grass and lawns
 - from any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion which does not occur within 168 hours of the flood. This does not prevent a claim being made for loss or damage from earth movement or vibration which occurs after the first 168 hours, if the policy covers that as a separate insured event

What is covered ✓:

- Loss or damage caused by **storm** or **rainwater**

What is not covered ✗:

- Loss or damage
 - to swimming pool covers, spa covers or plastic or vinyl swimming pool liners
 - to retaining and/or freestanding outdoor walls
 - to fences and gates that are not structurally sound or well maintained
 - to loose surfaces of paths and driveways
 - involving cracks to paths, driveways or any outdoor surfaces
 - to external shade cloth and/or shade sails, unless professionally installed and less than 5 years old
 - caused by water entering your home due to building alterations, renovations or additions
 - caused by water that has seeped or percolated into the home

- caused by gradual deterioration from rainwater
- caused to external paintwork if that is the only damage to that part of your home
- to plants, trees, artificial grass and lawns
- from any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion which does not occur within 168 hours of the storm or rainwater. This does not prevent a claim being made for loss or damage from earth movement or vibration which occurs after the first 168 hours, if the policy covers that as a separate insured event
- The cost of cleaning or removing debris out of swimming pools or spas and/or replacing the water

INSURER: **AIG**
INSURANCE: **Home and Contents Insurance**
DATE: **September, 2016**

What is covered :

- Physical loss or Property Damage to your House and/or Contents caused by
 - **storm**
 - **flood**
 - **rainwater**
 - **hail or**
 - **wind**
- Physical loss or Property Damage to your House and/or Contents caused by **storm surge**, where water rises as a result of a low pressure system
- Where you have insured your House under this Policy, we will also cover loss, damage or destruction to gates, fences or walls that are entirely or partly at the Insured Address caused by **storm, flood, rainwater, hail or wind** events

What is not covered :

- Physical loss or Property Damage caused by actions of the sea, except tsunami
- The cost of removing mud or debris out of tanks, swimming pools or spas as a result of flood, rainwater, hail or wind events
- Physical loss or Property Damage in connection with storm, storm surge, flood, rainwater, hail or wind where water enters your
 - House, or
 - Any other structures located at the Insured Address (where you have not insured your House) because of a structural defect faulty design or faulty workmanship. We will pay for any resultant damage
- Physical loss or Property Damage in connection with storm, storm surge, flood, rainwater, hail or wind where water enters as a result of an opening made during any renovation, repair or course of construction

INSURER: Allianz
INSURANCE: Home Insurance
DATE: May, 2017

What is covered :

- Loss or damage caused by:
 - **storm**
 - **cyclone** (72 hour exclusion period, see p.11)
 - **rainwater**
 - **run-off** (provided run-off is not combined with flood waters)
- Loss or damage caused by or arising from:
 - **soil movement**, including **erosion**
 - **landslide**
 - **mudslide**
 - **subsidence**

if it occurs directly by and occurs within 72 hours of a storm

What is not covered :

- Loss or damage caused by:
 - flood (this exclusion does not apply if you've selected optional cover for flood and it is shown on your policy schedule)
 - run-off combined with flood waters (this exclusion does not apply if you've selected optional cover for flood and it is shown on your policy schedule)
 - storm surge
 - hydrostatic pressure
 - rainwater, run-off, hail, wind or water that enters your buildings through an open door, window or other opening (excludes openings made by storm or cyclone)
- Loss or damage to:
 - trees, shrubs and plants planted in the ground
 - retaining walls
 - swimming pool and spa covers, their liners or solar domes
 - the external paintwork or other exterior coatings of the buildings caused by rainwater

What is covered :

Flood cover (**NB: this is under Optional Cover**)

available for both Buildings and Contents cover

- Loss or damage caused by:
 - a **flood**
 - **floodwater, combined** with **run-off** and **rainwater**

- Loss or damage caused by or arising from:
 - **soil movement**, including **erosion**
 - **landslide**
 - **mudslide**
 - **subsidence**

if it occurs directly by and occurs within 72 hours of a flood

What is not covered ❌:

- Loss or damage caused by:
 - actions of the sea or tsunami. But you may be covered for tsunami under the Earthquake or tsunami insured event (p 22)
 - soil movement including erosion, landslide, mudslide or subsidence (unless it is directly caused by and occurs within 72 hours of the flood)
 - shrinkage or expansion of earth or land
 - hydrostatic pressure
- Loss or damage to:
 - gates or fences that aren't well maintained and are in poor condition
 - retaining walls, pontoons, jetties or bridges
 - swimming pool and spa covers, their liners or their solar domes
- The cost of cleaning mud or debris out of tanks, swimming pools or spas

INSURER:	ANZ
INSURANCE:	Home Insurance
DATE:	April, 2021

What is covered ✅:

- Loss or damage as a result of:
 - **storm** (including **cyclone**)
 - **rainwater**
 - **flood, or**
 - **wind**
- Free-standing gates and fences

What is not covered ❌:

- Water entering your buildings:
 - through an opening made for any building, renovation or repair work
 - because of a structural defect, faulty design or faulty workmanship that:
 - » you were aware of, or a reasonable person in the circumstances would have been aware of, and

» you knew, or a reasonable person in the circumstances would have known, may result in damage

- Action of the sea
- Storm surge except where it happens at the same time as flood
- Loss or damage caused by a flood or named cyclone that occurs within 48 hours of the start date of your Policy unless you took out this Policy immediately after:
 - another insurance policy covering the same buildings expired, without a break in cover, or
 - the risk passed to you as a purchaser of your buildings
- Swimming pool covers, including solar covers and plastic liners
- Swimming pools or spas as a result of hydrostatic pressure
- Loss or damage to free-standing gates and fences that you were aware of, or a reasonable person in the circumstances would have been aware, that gates and fences were not installed and constructed according to the manufacturer's specifications
- Free-standing gates and fences that are made of timber and are more than 15 years old
- The cost to remove trees, plants or shrubs except where the tree, shrub or plant has caused damage to the buildings as a result of storm (including named cyclone), rainwater, flood or wind

INSURER:	APIA
INSURANCE:	Home and Contents Insurance
DATE:	November, 2020

What is covered :

- Loss or damage caused by **flood**

What is not covered :

- Loss or damage caused by actions or movements of the sea or storm surge
- Loss or damage to retaining walls, sea walls, revetments, garden borders and freestanding outdoor walls
- Resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by the flood
- Loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
- Loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the flood
- Damage to external paintwork of the home, if that is the only damage caused by the flood

- Loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred
- Loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover damage to the home or contents caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of, flood and not because of erosion, structural fault or design fault
- The cost of cleaning your undamaged contents

What is covered :

- Loss or damage caused by a **storm**

What is not covered :

- Loss or damage caused by flood
- Loss or damage caused by actions or movements of the sea or storm surge
- Loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover damage to the home or contents caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of, flood and not because of erosion, structural fault or design fault
- Loss or damage to retaining walls, sea walls, revetments, garden borders and freestanding outdoor walls
- Resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by the flood
- Loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
- Loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the flood
- Damage to external paintwork of the home, if that is the only damage caused by the flood
- Loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred
- The cost of cleaning your undamaged contents

What is covered :

- Loss or damage caused by a **storm surge** that happens at the same time as other insured damaged caused by storm

What is not covered :

- Loss or damage caused by flood
- Loss or damage caused by actions or movements of the sea or storm surge

- Loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover damage to the home or contents caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of, flood and not because of erosion, structural fault or design fault
- Loss or damage to retaining walls, sea walls, revetments, garden borders and freestanding outdoor walls
- Resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by the flood
- Loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
- Loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the flood
- Damage to external paintwork of the home, if that is the only damage caused by the flood
- Loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred
- The cost of cleaning your undamaged contents

INSURER: Australia Post
INSURANCE: Home Insurance
DATE: December, 2020

What is covered :

- Damage caused by **storm** (includes **cyclone**), **storm surge**, **rain**, **hail** or **flood**
- Damage caused by **landslide** and/or **subsidence** that happens within 72 hours of, and as a direct result of the storm, storm surge, rain, hail or flood

What is not covered :

- Damage caused by water, rain, wind, hail or debris:
 - entering your buildings through an opening in any part of your home made for the purpose of alterations, additions, renovations or repairs, even if the opening was covered by a tarpaulin or similar. or
 - because of existing damage, a design fault, a structural defect or faulty workmanship that:
 - » you were aware of, or a reasonable person in the circumstances would have been aware of, and
 - » you knew, or a reasonable person in the circumstances would have known may result in damage or further damage
 - due to lack of maintenance (e.g., where gutters overflow due to a build-up of leaves or other debris

- Damage caused by a power surge or an interruption to the power supply unless the Accidental Damage option has been added to your policy
- The cost of removing residue deposited by wind and/or rain on your buildings, such as dust or sand
- Damage caused by any action of the sea
- Damage to:
 - retaining walls
 - swimming pool or spa covers, solar covers or plastic liners (including vinyl)
 - swimming pools or spas as a result of hydrostatic pressure
 - external paintwork, treated surfaces or finishes caused by water or wind where that's the only damage that occurs to that part of your buildings
 - gates and fences that you were aware, or a reasonable person in the circumstances would have been aware, were:
 - » in a poor or damaged condition before the incident, or
 - » installed or constructed incorrectly
- Damage to the following items in the open air at the property address:
 - cash, vouchers, coupons, gift cards, money orders, negotiable financial documents
 - jewellery, watches and portable electronic items including mobile phones (this exclusion does not apply to these items if you have insured them under Portable Contents), or
 - more than \$8000 in total for any other contents items in the open air at the address (this limit does not apply to outdoor furniture, barbecues and above ground pools unless the Accidental Damage option has been added to your policy)

INSURER: Australian Seniors
INSURANCE: Home Insurance
DATE: February, 2021

What is covered :

- **Storm, rainwater** and **flood**

What is not covered :

- Loss or damage
 - to plants, trees, artificial grass and lawns
 - to swimming pool covers, spa covers or plastic or vinyl swimming pool liners
 - to retaining and/or freestanding outdoor walls
 - to fences and gates that are not structurally sound or well maintained
 - to loose surfaces of paths and driveways
 - involving cracking to paths, driveways or any outdoor surfaces

- to a sporting surface or court
- to external shade cloth and/or shade sails unless professionally installed and less than 5 years old
- caused by water entering your building due to building alterations, renovations or additions
- caused by water that has seeped or percolated into your building
- caused by gradual deterioration due to rainwater
- caused to external paintwork if that is the only damage to that part of your building
- from any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion which does not occur within 168 hours of the storm, rainwater or flood. This does not prevent a claim being made for loss or damage from earth movement or vibration which occurs after the first 168 hours if the policy covers that as a separate insured event
- The cost of cleaning or removing mud or debris out of swimming pools and spas and/or replacing the water

INSURER: Budget Direct
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered :

- Loss or damage caused by **storms** and **rainwater**, including from:
 - **earth movement** that occurs within 72 hours of a storm or heavy rain, and as a result of that storm or heavy rain
 - **surface run-off rainwater** from surrounding areas that occurs within 24 hours of a storm or heavy rain
 - the **escape of rainwater** from any water pipe, drain or gutter
 - **wind damage** caused by storms or heavy rain

What is not covered :

- Loss or damage
 - caused by flood unless you have selected and we have agreed to provide the optional Flood cover (p.50)
 - caused by rain, hail, wind, snow or dust due to:
 - » an opening that was not created by the storm or any other insured event
 - » defects in design, structure, materials, workmanship or construction that you knew about or should reasonably have known about
 - » rain entering the building due to construction, alteration or renovation work being carried out
 - » the home not being in good condition, including guttering and drain pipes (see conditions of your cover p.12)

- Loss or damage to:
 - artificial grass or turf
 - courts designed for sports with fixed surfaces (such as a hard court)
 - fences and gates that are not in good condition
 - garden borders, driveways of any length, paths or gardens
 - jetties, wharves and pontoons
 - retaining walls
 - water in a swimming pool or spa, and their liners and/or covers

What is covered :

- Loss or damage caused by **flood** (NB: this is under Optional Cover)

What is not covered :

- Loss or damage caused by actions of the sea or a storm surge
- Loss or damage to:
 - fences and gates that are not in good condition
 - garden borders, driveways, paths, pavers or gardens
 - jetties, wharves and pontoons
 - retaining walls
 - the liner and cover of a swimming pool or spa
 - the surface of a tennis court
 - water in a swimming pool or spa

INSURER:	CGU
INSURANCE:	Accidental Damage Home Insurance
DATE:	April, 2021

What is covered :

- Loss or damage as a result of **storm, flood, rainwater** or **wind**.

What is not covered :

- Loss or damage as a result of flood within 14 days (336 hours) of the start date of the policy UNLESS:
 - you took out your insurance with us immediately after another insurance policy covering flood and insuring the same building or contents expired, without a break in cover
- Loss or damage caused by a named cyclone within 48 hours of the start date of the policy UNLESS:
 - you took out the insurance with us immediately after another insurance policy covering the same buildings or contents expired, without a break in cover

- you took out your insurance with us immediately after the risk passed to you as purchaser of your buildings
- you took out your insurance with us immediately after you signed a lease contract for your buildings
- Swimming pool covers, including
 - solar covers and plastic liners
- Water entering your buildings
 - through an opening made for any building, renovation or repair work
 - because of a structural defect, faulty design or faulty workmanship when your buildings were constructed
- Free-standing fences made of corrugated fibrous material that do not have a supporting frame, if:
 - they have not been installed and constructed according to the manufacturer's specifications, and
 - such installation or construction caused or contributed to the loss or damage
- Free-standing gates, fences or walls that are made of timber and are more than 15 years old
- Jetties, wharves, bridges or pontoons for damage by flood

What is covered :

- Loss or damage as a result of **landslide** or **subsidence** only if the loss or damage occurs within 72 hours of
 - a storm or flood, including rainwater or wind, or
 - liquid escaping from a fixed pipe, or an object attached to a pipe, fixed gutter, fixed tank or a drain

INSURER:	Coles
INSURANCE:	Home Insurance
DATE:	June, 2016

What is covered :

- Loss or damage caused by
 - **flood**
 - **violent wind** or **thunderstorm** (including a **tornado** or **cyclone**)
 - **heavy rain, hail** or **snow**

What is not covered :

- Loss or damage caused by
 - water entering your home through an opening that was not created by the storm or flood

- water entering through an opening resulting from poor maintenance or defective workmanship, construction or design
- water entering your home due to building alterations, additions or renovations
- gradual deterioration from rainwater, or
- high tide, tidal wave, storm surge, tsunami or other actions of the sea
- Loss or damage to
 - soil, gardens and pot plants
 - outbuildings not adequately secured to their foundations
 - compacted earth, gravel or pebbles on paths or driveways
 - retaining or freestanding walls
 - seawalls, wharves, jetties or pontoons
 - the surface of a tennis court
 - swimming pool covers, spa covers or plastic/vinyl pool liners (this includes liners used in ponds and/or water features)
 - textile awnings or blinds, external shade cloth or solar covers, or
 - external paintwork where there is no other damage to that part of your home
- We will not pay for
 - the cost of clearing debris or mud from tanks, spas or pools, or
 - damage to retaining walls, paths, driveways, tennis court surfaces and paved or concrete outdoor surfaces

INSURER:	Comminsure
INSURANCE:	Home Insurance
DATE:	April, 2021

What is covered

- Loss or damage caused by **flood**

What is not covered

- Loss of or damage to:
 - exterior blinds, shade cloths, window awnings or door awnings, that are more than 10 years old (all types, fabric, glass, metal, Perspex, etc.)
 - pools, spas or in-ground tanks caused by hydrostatic pressure
 - pool and spa liners or covers
 - retaining walls, or
 - pontoons, jetties, wharves or similar structures
- You are not covered for Flood for the first 48 hours of this policy unless:
 - on the same day this policy commences you:
 - » enter into a contract to purchase your insured address, or
 - » move into the insured address as a tenant, or

- you are replacing a similar home insurance policy without a break in cover. (However, if there is an increase in sum/s insured between the expiring policy and this policy, the increase in sum/s insured will not be covered for the first 48 hours of this policy)

What is covered :

- Loss or damage caused by **storm**

What is not covered :

- Loss or damage to:
 - exterior blinds, shade cloths, window awnings or door awnings, that are more than 10 years old (all types, fabric, glass, metal, Perspex, etc.)
 - pools, spas or in-ground tanks because of hydrostatic pressure
 - pool/spa liners or cover
 - retaining walls
 - pontoons, jetties, wharves or similar structures, or
- Damage caused:
 - when rain, hail, wind or snow enters your building unless the entry point was created by the storm
 - if the storm enters via an opening made for renovations, repairs or the like, even if there is a temporary cover in place
 - when water enters through an opening that is found to be an existing entry point or as a result of defective design. However, if we can verify by qualified opinion that the water entered with such significant force that it would have entered even in the absence of the existing entry point or design defect, we will not apply this limitation
- You are not covered for Storm for the first 48 hours of this policy unless:
 - on the same day this policy commences you:
 - » enter into a contract to purchase your insured address, or
 - » move into the insured address as a tenant, or
 - you are replacing a similar home insurance policy without a break in cover (However, if there is an increase in sum/s insured between the expiring policy and this policy, the increase in sum/s insured will not be covered for the first 48 hours of this policy)

INSURER: Defence Services
INSURANCE: Home Insurance Scheme
DATE: September, 2020

What is covered :

- Loss or damage to the home caused by **flood** or a **tidal wave**, or the **action of the sea**. By “action of the sea” we mean the rise or fall of the sea over a short period of time
- Loss or damage to the home caused by **storm** (including **cyclone**), **snow** or **hail**. By “storm” we mean a violent wind that may occur with thunder or heavy rain

What is not covered ❌:

- Loss or damage caused by wind, rain, snow or hail entering the home unless it enters because of structural damage to the home that is directly caused by the storm, snow or hail

What is covered ✅:

- Loss or damage to the home caused by **rain**. Rain includes that part of the rainfall that is not absorbed by the soil but runs off as surface water

What is not covered ❌:

- Loss or damage caused by rain seeping into or entering the home because of:
 - defects in the structure or design of the home
 - defects in building work done on the home
 - an opening made in the home so that it could be added to, renovated, repaired or modified
 - failing to properly maintain the home
- Loss or damage to the external paint work or other external coatings on the home

INSURER:	Domain Insure
INSURANCE:	Home Buildings and Contents Insurance
DATE:	April, 2021

What is covered ✅:

- Loss or damage caused by **storm, wind, hail** or **rainwater**
- Loss or damage caused by **storm surge**, but only if there is other damage as a result of the storm

What is not covered ❌:

- Loss or damage caused by:
 - actions or movements of the sea, other than storm surge which occurs at the same time as the storm damage ☒
 - landslide or subsidence, but we will cover loss or damage caused by a landslide or subsidence if it occurs within 72 hours of, and directly because of, a storm
 - water entering the buildings through any opening made for the purposes of building repairs or renovation
- Loss or damage to:
 - retaining walls or sea walls
 - boat jetties, pontoons, mooring poles or bridges
 - gates, fences or free-standing outdoor walls that are not structurally sound or well maintained

- Any costs associated with:
 - removal of mud or debris from tanks, swimming pools or spas, including replacing the water

What is covered :

- Loss or damage caused by **flood**
- 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
 - a dam

What is not covered :

- Loss or damage caused by:
 - actions or movements of the sea, including storm surge (however storm surge may be covered under the storm listed event – see p.33), or
 - landslide or subsidence, but we will cover loss or damage caused by a landslide or subsidence if it occurs within 72 hours of, and directly because of, a flood
- Loss or damage to:
 - retaining walls or sea walls
 - boat jetties, pontoons, mooring poles or bridges, or
 - gates, fences or free-standing outdoor walls that are not structurally sound or well maintained
- Any costs associated with:
 - removal of mud or debris from tanks, swimming pools or spas, including replacing the water

INSURER:	GIO
INSURANCE:	Home and Contents Insurance
DATE:	November, 2020

What is covered :

- Loss or damage caused by **flood**

What is not covered :

- Loss or damage caused by actions or movements of the sea or storm surge

- Loss or damage to retaining walls, sea walls, revetments, garden borders and free-standing outdoor walls
- Resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by the flood
- Loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
- Loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the flood
- Damage to external paintwork of the home, if that is the only home damage caused by the flood
- Loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred
- Loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover damage caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of, flood and not because of erosion, structural fault or design fault
- The cost of cleaning your undamaged contents at the insured address

What is covered :

- Loss or damage caused by a **storm** (includes **cyclone**)

What is not covered :

- Loss or damage caused by flood
- Loss or damaged caused by actions or movements of the sea or storm surge
- Loss or damaged caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of, a storm and not because of erosion, structural fault or design fault
- Loss or damage to retaining walls, sea walls, revetments, garden borders and free-standing outdoor walls
- Resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by the storm
- Loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
- Loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm
- Damage to external paintwork of the home, if that is the only home damage caused by the storm
- Loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred
- The cost of cleaning your undamaged contents

What is covered

- Loss or damage caused by a **storm surge** that happens at the same time as the other insured damage caused by storm

What is not covered

- Loss or damage caused by flood
- Loss or damaged caused by actions or movements of the sea
- Loss or damaged caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of, storm surge and not because of erosion, structural fault or design fault
- Loss or damage to retaining walls, sea walls, revetments, garden borders and free-standing outdoor walls
- Resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by the storm surge
- Loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface
- Loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm surge
- Damage to external paintwork of the home, if that is the only home damage caused by the storm
- Loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred
- The cost of cleaning your undamaged contents

INSURER:	HBF
INSURANCE:	Accidental Damage Home Insurance
DATE:	April, 2021

What is covered

- Loss or damage as a result of **storm, flood** surge, **rainwater** or **wind**

What is not covered

- Loss or damage as a result of flood within 14 days (336 hours) of the start date of this policy unless:
 - you took out your insurance with us immediately after another insurance policy covering flood and insuring the same building or contents expired, without a break in cover

- Loss or damage caused by a named cyclone within 48 hours of the start of the date of your policy unless:
 - you took out your insurance with us immediately after another insurance policy covering flood and insuring the same building or contents expired, without a break in cover
 - you took out your insurance with us immediately after the risk passed to you as purchaser of your buildings
 - you took out your insurance with us immediately after you signed a lease contract for your buildings
- Swimming pool covers, including:
 - solar covers and plastic liner
- Water entering your buildings:
 - through an opening made for any building, renovation or repair work
 - because of a structural defect, faulty design or faulty workmanship when your building were constructed
- Free-standing fences made of corrugated fibrous material that do not have supporting frame if:
 - they have not been installed and constructed according to the manufacturer's specifications, and
 - such installation or construction caused or contributed to the loss or damage
- Free-standing gates, fences or walls that are made of timber
- Jetties, wharves, bridges or pontoons for damage by flood

What is covered :

- Loss or damage as a result of a **landslide** or **subsidence**, only if the loss or damage occurs within 72 hours of:
 - an earthquake or explosion
 - a storm or flood, including rainwater or wind, or
 - liquid escaping from a fixed pipe, or an object attached to a pipe, fixed gutter, fixed tank or a drain

INSURER: Huddle
INSURANCE: Home & Contents Insurance
DATE: February, 2021

What is covered :

- Loss or damage caused by **storm** or **rainwater**

What is not covered :

- Loss or damage:

- to swimming pool covers, spa covers or plastic or vinyl swimming pool liners
- to retaining and/or freestanding outdoor walls
- to fences and gates that are not structurally sound or well maintained
- to loose surfaces of paths and driveways
- involving cracks to paths, driveways or any outdoor surfaces
- to external shade cloth and/or shade sails, unless professionally installed and less than 5 years old
- caused by water entering your home due to building alterations, renovations or additions
- caused by water that has seeped or percolated into the home
- caused by gradual deterioration from rainwater
- caused to external paintwork if that is the only damage to that part of your home
- to plants, trees, artificial grass and lawns
- from any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion which does not occur within 168 hours of the storm or rainwater. This does not prevent a claim being made for loss or damage from earth movement or vibration which occurs after the first 168 hours, if the policy covers that as a separate insured event.
- The cost of cleaning or removing debris out of swimming pools or spas and/or replacing the water

What is covered :

- Loss or damage caused by **flood**

What is not covered :

- Loss or damage to swimming pool covers, spa covers or plastic or vinyl swimming pool liners
- The cost of cleaning or removing debris out of swimming pools or spas and/or replacing the water
- Loss or damage:
 - to retaining and/or freestanding outdoor walls
 - to fences and gates that are not structurally sound or well maintained
 - to loose surfaces of paths and driveways
 - involving cracks to paths, driveways or any outdoor surfaces
 - caused by water entering your home due to building alterations, renovations or additions
 - to plants, trees, artificial grass and lawns
 - from any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion which does not occur within 168 hours of the flood. This does not prevent a claim being made for loss or damage from earth movement or vibration which occurs after the first 168 hours, if the policy covers that as a separate insured event

INSURER: **ING**
INSURANCE: **Home and Contents Insurance**
DATE: **March, 2021**

What is covered ✓:

- Loss or damage caused by **storms** and **rainwater**, including from:
 - earth movement that occurs within 72 hours of a storm or heavy rain, and as a result of that storm or heavy rain
 - surface run-off rainwater from surrounding areas that occurs within 24 hours of a storm or heavy rain
 - the escape of rainwater from any water pipe, drain or gutter
 - wind damage caused by storms or heavy rain

What is not covered ✗:

- Loss or damage:
 - caused by flood unless you have selected and we have agreed to provide the optional Flood cover (p.50)
 - caused by rain, hail, wind, snow or dust due to:
 - » an opening that was not created by the storm or any other insured event
 - » defects in design, structure, materials, workmanship, or construction that you knew about or should reasonably have known about
 - » rain entering the building due to construction, alteration or renovation work being carried out
 - » the home not being in good condition including guttering and drain pipes. See conditions of your cover p.1
- Loss or damage to:
 - artificial grass or turf
 - courts designed for sports with fixed surfaces (such as a hard court)
 - fences and gates that are not in good condition
 - garden borders driveways of any length, paths or gardens
 - jetties, wharves and pontoons
 - retaining walls
 - water in a swimming pool or spa, and their liners and/or covers

What is covered ✓:

- Loss or damage caused by **flood** (NB: this is under Optional Cover)

What is not covered ✗:

- Loss or damage caused by actions of the sea or a storm surge
- Loss or damage to:
 - fences and gates that are not in good condition

- garden borders, driveways, paths, pavers or gardens
- jetties, wharves and pontoons
- retaining walls
- the liner and cover of a swimming pool or spa
- the surface of a tennis court
- water in a swimming pool or spa

INSURER: Kogan
INSURANCE: Home Insurance
DATE: February, 2021

What is covered :

- **Storm, rainwater** and **flood**

What is not covered :

- Loss or damage:
 - to plants, trees, artificial grass and lawns
 - to swimming pool covers, spa covers or plastic or vinyl swimming pool liners
 - to retaining and/or freestanding outdoor walls
 - to fences and gates that are not structurally sound or well maintained
 - to loose surfaces of paths and driveways
 - involving cracking to paths, driveways or any outdoor surfaces
- Loss or damage:
 - to a sporting surface or court
 - to external shade cloth and/or shade sails, unless professionally installed and less than 5 years old
 - caused by water that has seeped or percolated into your building
 - caused by gradual deterioration due to rainwater
 - caused to external paintwork if that is the only damage to that part of your building, or
 - from any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion which does not occur within 168 hours of the storm, rainwater or flood. This does not prevent a claim being made for loss or damage from earth movement or vibration which occurs after the first 168 hours, if the policy covers that as a separate Insured event
- The cost of cleaning or removing mud or debris out of swimming pools and spas and/or replacing the water

INSURER: NRMA
INSURANCE: Home Insurance
DATE: February, 2021

What is covered :

- **Flood**
- **Rainwater run-off**
- **Landslide** or **subsidence** that happens immediately as a direct result of flood or rainwater run-off (e.g., excessive rainfall in your local area causes a build up of water in the street gutters and the water enters your home and causes damage)

What is not covered :

- Loss or damage to:
 - retaining walls
 - gates, fences or free standing walls if the damage occurred because they are not structurally sound or well-maintained
 - pontoons, jetties or bridges
 - gravel driveways
 - swimming pool/spa covers that are more than 5 years old
- Loss or damage caused by:
 - erosion, deterioration, collapse shrinkage or any other earth movement
 - water which enters your home through any tarpaulins or fixings set up while you are renovating or altering your home

Conditions:

- If we have offered you the option to remove cover for flood and rainwater run-off, and you choose to do so:
 - you will not have cover for loss or damage to your home and/or contents caused by flood or rainwater run-off, and
 - we will also remove cover for storm surge

What is covered :

- **Storm**
- **Landslide** or **subsidence** that happens immediately as a direct result of a storm (e.g., hail damages your roof)

What is not covered :

- Loss or damage to:
 - retaining walls
 - gates, fences or free standing walls if the damage occurred because they are not structurally sound or well-maintained

- pontoons, jetties or bridges
- gravel driveways, or
- swimming pool/spa covers that are more than 5 years old
- Loss or damage caused by:
 - erosion, deterioration, collapse shrinkage or any other earth movement
 - water which enters your home through any tarpaulins or fixings set up while you are renovating or altering your home

What is covered :

- **Storm surge**
- **Landslide** or **subsidence** that happens immediately as a direct result of a **storm surge** (e.g., an intense **storm** or **cyclone** causes an increase in normal sea level and large waves, and the water enters your home)

What is not covered :

- Loss or damage to:
 - retaining walls
 - gates, fences or free standing walls if the damage occurred because they are not structurally sound or well-maintained
 - pontoons, jetties or bridges
 - gravel driveways, or
 - swimming pool/spa covers that are more than 5 years old
- Loss or damage caused by:
 - actions of the sea
 - erosion, deterioration, collapse shrinkage or any other earth movement
 - water which enters your home through any tarpaulins or fixings set up while you are renovating or altering your home

Conditions:

- If we have offered you the option to remove cover for storm surge, and you choose to do so:
 - You will not have cover for loss or damage to your home and/or contents caused by storm surge
 - We will also remove cover for flood and rainwater run-off

INSURER: Qantas
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered :

Loss or damage caused by **storms** and **rainwater**, including from:

- earth movement that occurs within 72 hours of a storm or heavy rain, and as a result of that storm or heavy rain
- surface run-off rainwater from surrounding areas that occurs within 24 hours of a storm or heavy rain
- the escape of rainwater from any water pipe, drain, or gutter
- wind damage caused by storms or heavy rain

What is not covered:

Loss or damage:

- caused by flood unless caused by flood unless you have selected and we have agreed to provide the optional Flood cover on p.50
- caused by rain, hail, wind, snow, or dust due to:
 - an opening that was not created by the storm or any other insured event
 - defects in design, structure, materials, workmanship, or construction that you knew about or should reasonably have known about
 - rain entering the building due to construction, alteration, or renovation work being carried out
- the home not being in good condition, including guttering and drain pipes. See conditions of your cover on p.12

Loss or damage to:

- artificial grass or turf
- courts designed for sports with fixed surfaces (such as a hard court)
- fences and gates that are not in good condition
- garden borders, driveways of any length, paths, or gardens
- jetties, wharves, and pontoons
- retaining walls
- water in a swimming pool or spa, and their liners and/or covers

Flood (optional separate cover)

What is covered :

- Loss or damage at your insured address caused by **flood**
- Flood is defined as the covering of normally dry land by water that has escaped or been released from the normal confines of:
 - a lake, river, creek, or other natural watercourse (whether or not any of them have been altered or modified)
- a reservoir, canal or dam

What is not covered ❌:

- Loss or damage caused by actions of the sea or a storm surge.
- You are not covered for loss or damage to:
- fences and gates that are not in good condition
- garden borders, driveways, paths, pavers, or gardens
- jetties, wharves, and pontoons
- retaining walls
- the liner and cover of a swimming pool or spa
- the surface of a tennis court
- water in a swimming pool or spa

INSURER:	QBE
INSURANCE:	Home Insurance
DATE:	September, 2020

What is covered ✅:

- Damage caused by **storm** (includes **cyclone**), **storm surge**, **rain**, **hail** or **flood**
- Damage caused by landslide and/or subsidence that happens within 72 hours of, and as a direct result of the storm, storm surge, rain, hail or flood

What is not covered ❌:

- Damage caused by water, rain, wind, hail or debris:
 - entering your buildings through an opening in any part of your home made for the purpose of alterations, additions, renovations or repairs, even if the opening was covered by a tarpaulin or similar; or
 - because of existing damage, a design fault, a structural defect or faulty workmanship that:
 - » you were aware of, or a reasonable person in the circumstances would have been aware of; and
 - » you knew, or a reasonable person in the circumstances would have known may result in damage or further damage
 - due to lack of maintenance (e.g., where gutters overflow due to a build-up of leaves or other debris)
- Damage caused by a power surge or an interruption to the power supply unless the Accidental Damage option has been added to your policy
- The cost of removing residue deposited by wind and/or rain on your buildings, such as dust or sand
- Damage caused by any action of the sea

- Damage to:
 - retaining walls
 - swimming pool or spa covers, solar covers or plastic liners (including vinyl)
 - swimming pools or spas as a result of hydrostatic pressure
 - external paintwork, treated surfaces or finishes caused by water or wind where that's the only damage that occurs to that part of your buildings; or
 - gates and fences that you were aware, or a reasonable person in the circumstances would have been aware, were:
 - » in a poor or damaged condition before the incident; or
 - » installed or constructed incorrectly
- Damage to the following items in the open air at the property address:
 - cash, vouchers, coupons, gift cards, money orders, negotiable financial documents
 - jewellery, watches and portable electronic items including mobile phones; or
 - more than \$8,000 in total for any other contents items in the open air at your property address. (This limit does not apply to outdoor furniture, barbecues and above ground pools) unless the Accidental Damage option has been added to your policy

INSURER: RAA
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered :

- Cover for loss or damage to the Insured Property as a result of **Storm** or **Rainwater Runoff**
- Waiting Period: 48 hours after the Inception Date of the Policy
- Specific Limit: 10% of the Sum Insured for the relevant Insured Property for loss or damage to paths, driveways, garden, paving, freestanding and retaining walls

What is not covered :

- This cover does not apply to loss or damage that you knew about or should have reasonably known about and did not fix before the loss or damage occurred and loss or damage:
 - caused by rain, hail or wind entering Your Home because of a defect, structural fault, design fault, wear, tear or gradual deterioration over a period of time. For example, You are not covered for rain, hail or wind entering the home:
 - » via an existing cracked roof tile
 - » under a door because of the slope of the land towards the Home where there was insufficient ground drainage, or
 - » via incorrectly installed or inadequate guttering, flashing or waterproofing
- caused by rain, hail or wind entering Your Home through open windows, open doors or open skylights

- caused by underground (hydrostatic) water (e.g., You are not covered for swimming pool movement)
- caused by wind to gates or fences that are not structurally sound or were not maintained in a reasonable manner prior to the loss or damage occurring
- to tennis courts
- to a wharf, jetty or pontoon
- to swimming pools or spas and their covers or liners except for permanently attached hard lid style pool covers
- to a glasshouse or greenhouse – whether or not constructed principally of glass
- to unsealed paths or driveways, such as gravel or constructed with any loose materials, and/or
- to any of the following if they were not structurally sound or were not maintained in a reasonable manner prior to the loss or damage occurring:
 - » a path
 - » a driveway
 - » garden borders, paving
 - » free standing or retaining walls

What is covered :

- Cover for loss or damage to the Insured Property as a result of **Flood**
- Waiting Period: 72 hours after the Inception Date of the Policy
- Specific Limit: 10% of the Sum Insured for the relevant Insured Property for loss or damage to paths, driveways, garden, paving, freestanding and retaining walls

What is not covered :

- This cover does not apply to loss or damage:
 - to any part of the Home that is not fully built
 - to tennis courts
 - to a wharf, jetty, pontoon or sea wall
 - to water in a tank, swimming pool or spa, including the cost of cleaning mud or debris out of a tank, swimming pool or spa
 - to swimming pools or spas and their covers or liners except for permanently attached hard lid style pool covers
 - to paint when there is no structural damage caused by a Flood to other parts of the Home
 - caused by underground (hydrostatic) water
 - to a glasshouse or greenhouse
 - to unsealed paths or driveways, such as gravel or constructed with any loose materials
 - caused by Flood which arises from deliberate or malicious damage to, or destruction of a reservoir or dam, or

- to any of the following if they were not structurally sound or were not maintained in a reasonable manner prior to the loss or damage occurring:
 - » a path
 - » a driveway
 - » garden borders, paving
 - » freestanding or retaining walls
 - » gates and fences

INSURER: RAC
INSURANCE: Building, Contents and Personal Valuables Insurance
DATE: February, 2021

What is covered :

- **Storm**

What is not covered :

- Loss or damage caused by:
 - Water or wind entering through an open window or door
 - Wind to gates, fences, freestanding walls, shade cloth, patio or pergola roof coverings which are not maintained in good repair and condition
 - A storm damaging a retaining wall
 - Storm within the first 48 hours after the initial commencement of your policy, unless your policy commenced:
 - When you first took possession of your building
 - When your lease for your building first commenced
 - Immediately after another policy covering the same risk expired without a break in cover
 - Storm to your contents for more than 20% of your contents sum insured while they are in the open air at your site

What is covered :

- **Flood**

What is not covered :

- Loss or damage caused by:
 - Flood within the first 48 hours after the initial commencement of your policy, unless your policy commenced:
 - » When you first took possession of your building
 - » When your lease for your building first commenced
 - » Immediately after another policy covering the same risk expired without a break in cover

INSURER: RACQ
INSURANCE: Household Insurance Policy
DATE: November, 2020

What is covered ✓:

- Loss or damage caused by **flood** or **water runoff**
- Damage caused by a **landslide** or **subsidence** that:
 - occurs within 72 hours of the first loss or damage to your home or your contents caused by the flood or water runoff, and
 - is solely caused by the flood or water runoff (that is, not caused by or contributed to by erosion over time, structural or design fault, or any other factor)
- Limit:
 - Up to the sum insured for your home or your contents shown on your Certificate of Insurance, or
 - The general limits for your home and your contents (pp 20-23)

What is not covered ✗:

- Loss or damage caused by:
 - water being absorbed through floors or external or internal walls of your home (including rising damp) and any resulting loss or damage to your contents, including carpets
 - hydrostatic pressure building up below or behind any part of your home including a swimming pool, spa, or tank
 - a power surge (but we may cover you if another insured event at your home causes the power surge)
- Loss or damage caused by erosion, landslide, subsidence, vibration, earth shrinkage or expansion or any other earth movement no matter how it is caused
- Loss or damage to:
 - lawns or grass
 - swimming pools and spas, and their covers and liners
 - the water in swimming pools and spas
 - shade or sail cloth and fabric awnings
- Loss or damage caused by flood or water runoff that happens during the first 72 hours from when we first cover your home or your contents (but we do cover you if you take out your policy when you sign a contract to buy your home or we replace another insurance policy that covers flood or water runoff)
- Water runoff from an item or device we cover under the insured event 'Leaks'

What is covered ✓:

- Loss or damage caused by a **storm** e.g., a **cyclone**
- Limit:

- Up to the sum insured for your home or your contents shown on your Certificate of Insurance, or
- The general limits for your home and your contents (pp 20-23)
- Up to \$500 for covers and liners for swimming pools and spas for each claim

What is not covered ❌:

- Loss or damage caused by:
 - a power surge (but we may cover you if another insured event at your home causes the power surge)
 - rain, hail or snow after it reaches the ground (but we may cover that under the insured event 'Flood' as flood or water runoff)
- Loss or damage caused by a storm that happens during the first 72 hours from when we first cover your home or your contents (but we do cover you if you take out your policy when you sign a contract to buy your home or we replace another insurance policy)
- Loss or damage to:
 - lawns or grass,
 - swimming pool and spa covers and liners that are more than 5 years old
 - free standing walls
 - the roof of a building unless that loss or damage affects the structural integrity of the building
- Any loss or damage to paint and/or external coatings of a building where that loss or damage does not affect the structural integrity of the building

What is covered ✅:

- Loss or damage caused by a **storm surge**
- Limit:
 - Up to the sum insured for your home or your contents shown on your Certificate of Insurance, or
 - The general limits for your home and your contents (pp 20-23)

What is not covered ❌:

- Loss or damage caused by:
 - water being absorbed through floors or external or internal walls of your home (including rising damp) and any resulting loss or damage to contents, including carpets
 - hydrostatic pressure building up below or behind any part of your home including swimming pool, spa or tank
 - a power surge (but we may cover you if another insured event at your home causes the power surge)
- Loss or damage to:
 - lawns or grass
 - swimming pools and spas and their covers and liners

- the water in swimming pools and spas
- shade and sail cloth or fabric awnings
- Loss or damage caused by a storm surge that happens during the first 72 hours from when we first cover your home or your contents (but we do cover you if you take out your policy when you sign a contract to buy your home or we replace another insurance policy)

INSURER: RACV
INSURANCE: Home Insurance
DATE: February, 2021

What is covered :

- Loss or damaged caused by:
 - **Flood** (e.g., damage is caused when heavy or sustained rainfall causes a river or creek near you to overflow)
 - **Landslide** or **subsidence** that happens immediately as a direct result of a flood

What is not covered :

- Loss or damage to:
 - retaining walls
 - gates, fences or free standing walls if the damage occurred because they are not structurally sound or well maintained
 - pontoons, jetties or bridges
 - gravel driveways
 - Swimming pool/spa covers that are more than 5 years' old
 - loss or damaged caused by actions of the sea

Conditions:

- If we have identified your home is at risk of flooding, you may choose to remove this cover. If you do that and we agree, we will also remove cover for storm surge and rainwater run-off cover

What is covered :

Loss or damaged caused by:

- **Rainwater run-off**
- **Landslide** or **subsidence** that happens immediately as a direct result of a rainwater run-off

What is not covered :

- Loss or damage to:

- retaining walls
- gates, fences or free standing walls if the damage occurred because they are not structurally sound or well maintained
- pontoons, jetties or bridges
- gravel driveways
- swimming pool/spa covers that are more than 5 years old
- Loss or damaged caused by actions of the sea

Conditions:

- If we have identified your home is at risk to rainwater run-off, you may choose to remove this cover. If you do that and we agree, we will also remove cover for flood and storm surge cover

What is covered :

Loss or damaged caused by:

- **Violent wind, cyclone** or **tornado**
- **Rain, thunderstorm, hail** or **snow**
- **Landslide** or **subsidence** that happens immediately as a direct result of a storm

What is not covered :

- Loss or damage to:
 - retaining walls
 - gates, fences or free standing walls if the damage occurred because they are not structurally sound or well maintained
 - pontoons, jetties or bridges
 - gravel driveways
 - swimming pool/spa covers that are more than 5 years' old
- Loss or damage caused by:
 - water which enters your home through any tarpaulins or fixings set up while you are renovating or altering your home
 - actions of the sea
 - flood
 - rainwater run-off
 - storm surge

What is covered :

Loss or damaged caused by:

- **Storm surge**
- **Landslide** or **subsidence** that happens immediately as a direct result of a storm surge

What is not covered ❌:

- Loss or damage to:
 - retaining walls
 - gates, fences or free standing walls if the damage occurred because they are not structurally sound or well maintained
 - pontoons, jetties or bridges
 - gravel driveways
 - swimming pool/spa covers that are more than 5 years' old
- Loss or damaged caused by actions of the sea

Conditions:

- If we have identified your home is at risk to storm surge, you may choose to remove this cover. If you do that and we agree, we will also remove cover for flood and rainwater run-off cover

INSURER:	Real In-surance
INSURANCE:	Home Insurance
DATE:	February, 2021

What is covered ✅:

- **Storm, rainwater** and **flood**

What is not covered ❌:

- Loss or damage:
 - to plants, trees, artificial grass and lawns
 - to swimming pool covers, spa covers or plastic or vinyl swimming pool liners
 - to retaining and/or freestanding outdoor walls
 - to fences and gates that are not structurally sound or well maintained
 - to loose surfaces of paths and driveways
 - involving cracking to paths, driveways or any outdoor surfaces
 - to a sporting surface or court
 - to external shade cloth and/or shade sails, unless professionally installed and less than 5 years old
 - caused by water entering your building due to building alternations, renovations or additions
 - caused by water that has seeped or percolated into your building
 - caused by gradual deterioration due to rainwater
 - caused to external paintwork if that is the only damage to that part of your building

- from any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion which does not occur within 168 hours of the storm, rainwater or flood. This does not prevent a claim being made for loss or damage from earth movement or vibration which occurs after the first 168 hours, if the policy covers that as a separate insured event
- We also do not pay for the cost of cleaning or removing mud or debris out of swimming pools and spas and/or replacing the water

INSURER: SGIC
INSURANCE: Home Insurance
DATE: February, 2019

What is covered :

- **Flood** (e.g., damage is caused when heavy or sustained rainfall upriver causes a river or creek near you to overflow)
- **Landslide** or **subsidence** that happens immediately as a direct result of a **flood**

'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
- a dam

What is not covered :

- Loss or damage to:
 - retaining walls
 - gates, fences or freestanding walls if they are not structurally sound or well maintained
 - pontoons, jetties or bridges
 - gravel driveways
 - swimming pool/spa covers that are more than 5 years old
- Loss or damage caused by actions of the sea, unless the loss or damage is the result of:
 - » storm surge that happens at the same time as a storm has caused damage to your home or contents [Storm surge is the increase in sea level that usually happens when there is an intense storm or cyclone.]

What is covered

- **Storm** (e.g., if hail damages your roof)
- **violent wind, cyclone** or **tornado**
- **rain, thunderstorm, hail** or **snow**
- **sudden excessive run-off of water** as a direct result of a storm in your local area
- **landslide** or **subsidence** that happens immediately as a result of a storm

What is not covered

- Loss or damage to:
 - retaining walls
 - gates, fences or freestanding walls if they are not structurally sound or well maintained
 - pontoons, jetties or bridges
 - gravel driveways
 - swimming pool/spa covers that are more than 5 years old
- Loss or damage caused by water which enters your home through any tarpaulins or fixings set up while you're renovating or altering your home
- Loss or damage caused by actions of the sea, unless the loss or damage is the result of:
 - storm surge that happens at the same time as a storm has caused damage to your home or contents [Storm surge is the increase in sea level that usually happens when there is an intense storm or cyclone.]

INSURER:	St George
INSURANCE:	Home and Contents Insurance
DATE:	April, 2021

What is covered

- Loss or damage caused by **flood** (including **tsunami**) and **storm surge**

What is not covered

- Loss or damage caused by flood for a period of 7 days from the date cover was initially provided by us, unless this policy is replacing another policy with equivalent flood cover or change to the sum insured, or you have entered into a contract to purchase the property and the risk has passed to you as purchaser
- Loss or damage caused by or resulting from actions or movements of the sea or high water (other than storm surge and tsunami)
- Loss or damage to retaining walls, paths, driveways, bridges or landscaping
- Loss or damage to the extent that it is caused by or arises from:
 - defects in design, structure, materials, workmanship or construction at the insured site (or strata site if your home is under a strata title or similar plan) which you knew about or should reasonably have known about at the time of the loss or damage arising, or

- failure to take reasonable steps to keep the insured property well maintained, structurally sound and secure (refer to Tips to keep your home in great shape on p.3 for examples of some of the steps you can take)
- Loss or damage that is predominantly caused by or arises from:
 - hydrostatic pressure, or
 - wear and tear, or gradual deterioration

What is covered :

- Loss or damage caused by **storm** (including **cyclone**), **hail**, **wind**, **snow** or **rain**

What is not covered :

- Loss or damage caused by
- storm for a period of 48 hours
- cyclone for a period of 5 days

from the date the cover was initially provided by us, unless the policy is replacing another policy with equivalent storm or cyclone cover and there has been no gap in cover and no change to the sum insured, or you have entered into a contract to purchase the property and the risk has passed to you as purchaser

- Loss or damage to
 - retaining walls, paths, driveways, bridges or landscaping
 - fabric awnings, blinds or shade sails, unless professionally installed and less than 5 years old
 - plastic liners or covers for swimming pools or spas
 - water in swimming pools or spas, or
 - external paint or coatings caused by rain.
- Loss or damage caused by or resulting from:
 - gradual deterioration from hail, wind, snow or rain,
 - hail, wind, snow or rain entering the building:
 - while construction work, structural alterations or additions are being carried out,
 - as a result of doors, windows or other man-made openings not being closed, or
 - through an opening not created by the storm or other insured event,
 - water seeping or running through or down the sides of earth or earth fill that is up against your building, or
 - actions or movements of the sea or high water (other than storm surge and tsunami)
- Loss or damage to the extent that it is caused by or arises from:
 - defects in design, structure, materials, workmanship or construction at the insured site (or strata site if your home is under a strata title or similar plan) which you knew about or should reasonably have known about at the time of the loss or damage arising
 - failure to take reasonable steps to keep the insured property well maintained, structurally sound and secure (refer to Tips to keep your home in great shape on p.3 for examples of some of the steps you can take)

- Loss or damage that is predominantly caused by or arises from wear and tear, or gradual deterioration.

INSURER: Suncorp
INSURANCE: Home and Contents Insurance
DATE: October, 2012

What is covered :

- Loss or damage caused by **flood**
- '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
 - a dam

What is not covered :

- Loss or damage caused by actions or movements of the sea or storm surge
- Loss or damage to retaining walls retaining walls, sea walls, garden borders and free standing outdoor walls
- Resultant cracking to paths, driveways, any outdoor surfaces, but we will cover them if they are washed away by the flood
- Loss or damage to a sporting surface or court
- Loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the flood
- The cost of cleaning mud or debris out of tanks, swimming pools or spas, including replacing or storing the water
- Damage to paintwork of your home, if that is the only building damage caused by the flood
- Loss or damage to swimming pools or underground tanks caused by water leaking down the sides, against the sides or getting underneath them
- Loss or damage to gates, fences or wall fences that were in a state of disrepair which would have been obvious to a reasonable person before the damage occurred
- Loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover damage caused by a landslide or subsidence that occurs within 72 hours of, and directly because of, flood and not because of erosion over time, structural fault or design fault

- The cost of cleaning your home or contents at the insured address

What is covered :

- Loss or damage caused by a **storm**
- Loss or damage caused by a **storm surge** if it occurs at the same time as other insured damage at the insured address caused by the storm
- Loss or damage caused by a **landslide** or **subsidence** that occurs within 72 hours of, and directly because of, a storm and not because of erosion over time, structural fault or design fault

What is not covered :

- Loss or damage caused by actions or movements of the sea or storm surge
- Loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement
- Loss or damage to retaining walls, sea walls, garden borders and free standing outdoor walls
- Resultant cracking to paths, driveways, any outdoor surfaces, but we will cover them if they are washed away by the storm
- Loss or damage to a sporting surface or court
- Loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm
- The cost of cleaning mud or clearing debris out of tanks, swimming pools or spas, including replacing or storing the water
- Loss or damage to swimming pools or underground tanks caused by water leaking down the sides, against the sides or getting underneath them
- Damage to paintwork of your home, if that is the only building damage caused by the storm
- Loss or damage to gates, fences or wall fences that were in a state of disrepair which would have been obvious to a reasonable person before the loss or damage occurred
- The cost of cleaning your home or contents at the insured address

INSURER: Virgin Money
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered :

- Loss or damage caused by **storms** and **rainwater**, including from:
 - **earth movement** that occurs within 72 hours of a storm or heavy rain, and as a result of that storm or heavy rain

- **surface run-off rainwater** from surrounding areas that occurs within 24 hours of a storm or heavy rain
- **the escape of rainwater** from any water pipe, drain, or gutter
- **wind damage** caused by storms or heavy rain

What is not covered ❌:

- Loss or damage:
 - caused by flood unless you have selected and we have agreed to provide the optional Flood cover (p.50)
 - caused by rain, hail, wind, snow, or dust due to:
 - » an opening that was not created by the storm or any other insured event
 - » defects in design, structure, materials, workmanship, or construction that you knew about or should reasonably have known about
 - » rain entering the building due to construction, alteration, or renovation work being carried out
 - » the home not being in good condition, including guttering and drain pipes. See conditions of your cover (p.12)
- Loss or damage to:
 - artificial grass or turf
 - courts designed for sports with fixed surfaces (such as a hard court)
 - fences and gates that are not in good condition
 - garden borders, driveways of any length, paths, or gardens
 - jetties, wharves, and pontoons
 - retaining walls
 - water in a swimming pool or spa, and their liners and/or cover

What is covered ✅:

- Loss or damage caused by **flood** (NB: this is under Optional Cover)

What is not covered ❌:

- Loss or damage caused by actions of the sea or a storm surge
- Loss or damage to:
 - fences and gates that are not in good condition
 - garden borders, driveways, paths, pavers or gardens
 - jetties, wharves and pontoons
 - retaining walls
 - the liner and cover of a swimming pool or spa
 - the surface of a tennis court
 - water in a swimming pool or spa

INSURER: Westpac
INSURANCE: Home and Contents Insurance
DATE: April, 2021

What is covered ✓:

- Loss or damage caused by **flood** (including **tsunami**) and **storm surge**

What is not covered ✗:

- Loss or damage caused by flood for a period of 7 days from the date cover was initially provided by us, unless this policy is replacing another policy with equivalent flood cover or change to the sum insured, or you have entered into a contract to purchase the property and the risk has passed to you as purchaser
- Loss or damage caused by or resulting from actions or movements of the sea or high water (other than storm surge and tsunami)
- Loss or damage to retaining walls, paths, driveways, bridges or landscaping
- Loss or damage to the extent that it is caused by or arises from:
 - defects in design, structure, materials, workmanship or construction at the insured site (or strata site if your home is under a strata title or similar plan) which you knew about or should reasonably have known about at the time of the loss or damage arising, or
 - failure to take reasonable steps to keep the insured property well maintained, structurally sound and secure (refer to Tips to keep your home in great shape on page 3 for examples of some of the steps you can take)
- Loss or damage that is predominantly caused by or arises from:
 - hydrostatic pressure, or
 - wear and tear, or gradual deterioration

What is covered ✓:

- Loss or damage caused by **storm** (including **cyclone**), **hail**, **wind**, **snow** or **rain**

What is not covered ✗:

- Loss or damage caused by
 - storm for a period of 48 hours
 - cyclone for a period of 5 days

from the date the cover was initially provided by us, unless the policy is replacing another policy with equivalent storm or cyclone cover and there has been no gap in cover and no change to the sum insured, or you have entered into a contract to purchase the property and the risk has passed to you as purchaser

- Loss or damage to
 - retaining walls, paths, driveways, bridges or landscaping
 - fabric awnings, blinds or shade sails, unless professionally installed and less than 5 years old

- plastic liners or covers for swimming pools or spas
- water in swimming pools or spas, or
- external paint or coatings caused by rain
- Loss or damage caused by or resulting from:
 - gradual deterioration from hail, wind, snow or rain,
 - hail, wind, snow or rain entering the building:
 - » while construction work, structural alterations or additions are being carried out,
 - » as a result of doors, windows or other man-made openings not being closed, or
 - » through an opening not created by the storm or other insured event,
 - water seeping or running through or down the sides of earth or earth fill that is up against your building, or
 - actions or movements of the sea or high water (other than storm surge and tsunami)
- Loss or damage to the extent that it is caused by or arises from:
 - defects in design, structure, materials, workmanship or construction at the insured site (or strata site if your home is under a strata title or similar plan) which you knew about or should reasonably have known about at the time of the loss or damage arising
 - failure to take reasonable steps to keep the insured property well maintained, structurally sound and secure (refer to Tips to keep your home in great shape on p.3 for examples of some of the steps you can take)
- Loss or damage that is predominantly caused by or arises from wear and tear, or gradual deterioration.

INSURER:	Woolworths
INSURANCE:	Home Insurance
DATE:	February, 2021

What is covered :

- **Storm, rainwater and flood**

What is not covered :

- Loss or damage:
 - to plants, trees, artificial grass and lawns
 - to swimming pool covers, spa covers or plastic or vinyl swimming pool liners
 - to retaining and/or freestanding outdoor walls
 - to fences and gates that are not structurally sound or well maintained
 - to loose surfaces of paths and driveways
 - involving cracking to paths, driveways or any outdoor surfaces
 - to a sporting surface or court
 - to external shade cloth and/or shade sails, unless professionally installed and less than 5 years old

- caused by water entering your building due to building alterations, renovations or additions
 - caused by water that has seeped or percolated into your building
 - caused by gradual deterioration due to rainwater, or
 - caused to external paintwork if that is the only damage to that part of your building, or
 - from any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion which does not occur within 168 hours of the storm, rainwater or flood. This does not prevent a claim being made for loss or damage from earth movement or vibration which occurs after the first 168 hours, if the policy covers that as a separate Insured event
- We also do not pay for the cost of cleaning or removing mud or debris out of swimming pools and spas and/or replacing the water

INSURER: YOU!
INSURANCE: Home Insurance
DATE: April, 2021

What is covered ✓:

- Loss of or damage to the insured property caused by **flood**
- Loss or damage to the insured property caused by **landslip** or **subsidence** that occurs within 72 hours of, and directly because of, flood
- Where you have increased your sum insured or reduced your excess within 72 hours (or other period noted on your policy schedule) of a flood occurring, cover will be limited to the amounts that were effective prior to the change

What is not covered ✗:

- Loss or damage caused by:
 - flood during the first 72 hours (or other period noted on your policy schedule) of your policy commencing unless:
 - » you had another policy that expired immediately before the start of your policy with us and there was no break or change in the level or type of cover
 - » you moved into the premises or signed a purchase or lease agreement for the premises on the same day your policy with us started (check your policy schedule to see if there are special conditions that may apply differently in your circumstances)
 - storm surge, actions of the sea or tides or other oceanic activity (if loss or damage to your insured property has been caused by a tsunami, refer to Earthquake cover)
 - rising damp or seepage of water from the ground
 - landslip, subsidence or erosion over time

- Loss or damage to in-ground structures caused by water leaking down the sides, against the sides, or getting underneath them. These in-ground structures include but are not limited to items such as water tanks, septic tanks, ponds, pools or spas

What is covered :

- Loss of or damage to the insured property caused by **storm, lightning, wind, hail, snow** and **storm water overflow** from roof gutters and their downpipes or from the area immediately around the premises. This includes instances where the storm causes mechanical, electrical or electronic (including computer software) breakdown or failure
- Loss or damage to the insured property caused by **landslip** or **subsidence** that occurs within 72 hours of, and directly because of, a storm
- Where you have increased your sum insured or reduced your excess within 72 hours (or other period noted on your policy schedule) of a storm occurring, cover will be limited to the amounts that were effective prior to the change

What is not covered :

- Loss or damage caused by:
 - storm during the first 72 hours (or other period noted on your policy schedule) of your policy commencing unless:
 - » you had another policy that expired immediately before the start of your policy with us and there was no break or change in the level or type of cover
 - » you moved into the premises or signed a purchase or lease agreement for the premises on the same day your policy with us started (check your policy schedule to see if there are special conditions that may apply differently in your circumstances)
 - storm surge, actions of the sea or tides or other oceanic activity (if loss or damage to your insured property has been caused by a tsunami, refer to Earthquake cover)
 - rising damp or seepage of water from the ground
 - rain, wind, hail or snow entering the buildings through open windows, doors or openings made for alterations, renovations or repairs
 - rain, wind, hail or snow entering the buildings unless through an opening that was:
 - » created by the storm, or
 - » not created by the storm and that you could not reasonably have been aware of
 - the cost of removing or pruning fallen trees or branches or other objects that have not damaged the insured property
 - landslip, subsidence, or erosion occurring over time
- Loss or damage to in-ground structures caused by water leaking down the sides, against the sides or getting underneath them. These in-ground structures include but are not limited to items such as underground water tanks, septic tanks, ponds, pools or spas

Appendix C: Fire and Smoke Damage in PDS

INSURER: AAMI
INSURANCE: Home Building Insurance
DATE: September, 2020

What is covered :

- Loss or damage caused by:
- **Fire** (including **bushfire**)
- **heat, ash, soot** and **smoke** that is the direct result of a fire within 100 metres of the insured address
- Extra Cost cover in the event of bushfire

If, during the period of insurance there is a bushfire in your area, we also cover the following costs even if there is no actual physical loss or damage to the building:

- the cost of replacing water in any tank, container, pool, spa and any other storage vessel where water has:
 - » been used to limit the spread of bushfire at the insured address, or
 - » become contaminated due to the use of fire retardant at the insured address
- the cost of cleaning fire retardant off the building

What is not covered :

- Loss or damage arising from:
 - arcing, scorching, melting or cigarette burns unless a fire spreads from the initial burn spot (e.g., cigarette burns to carpet where no fire has spread)
 - pollution or vapour from a home heater or a cooking appliance unless a fire spreads from the initial source
 - gradual exposure to fire, heat, ash, soot and smoke due to recurring incidents of fire or bushfire over an extended period of time

INSURER: AHM
INSURANCE: Home and Contents Insurance
DATE: February, 2021

What is covered :

- Damage caused by **fire** (where there is a flame), **explosion** or **lightning**

What is not covered ✖:

- Loss or damage:
 - to a heat-resistant item such as a cooking appliance, dryer, heater or iron, if it ignites
 - caused by any process involving the application of heat where there is no flame, including cigarette burn marks and scorch marks caused by an iron or radiator (unless you have taken comprehensive cover)
 - caused by the ignition of any mineral spirit or dangerously flammable substance brought on to or kept at your site in quantities which are in breach of any statutory regulations

INSURER: AIG
INSURANCE: Home and Contents Insurance
DATE: September, 2016

What is covered ✔:

- **Fire** and/or **smoke**

What is not covered ✖:

- We will only cover physical loss or Property Damage to your House and/or Contents caused by fire or smoke where that loss, damage or destruction is the result of a sudden identifiable event

INSURER: Allianz
INSURANCE: Home Insurance
DATE: May, 2017

What is covered ✔:

- Loss or damage caused by:
 - **fire**
 - **bushfires** and **grassfires**
 - **smoke**

A 72-hour exclusion period applies for loss or damage caused by bushfires and grassfires – see p.11

What is not covered ✖:

- Loss or damage:
 - which arises gradually out of repeated exposure to fire or smoke
 - of an item that is designed to be exposed to heat, being exposed to heat during normal use e.g., if a heat resistant item like a cooking appliance or fireplace is damaged during normal use, or

- to any property as a result of scorching and/or melting e.g., cigarette burns. (This exclusion does not apply if you have selected optional cover for Accidental Damage)

INSURER: ANZ
INSURANCE: Home Insurance
DATE: April, 2021

What is covered :

- Loss or damage as a result of a **fire** or an **explosion**
- Loss or damage as a result of **charring, melting** or **scorching** as a result of a fire without the presence of flames

What is not covered :

- Loss or damage caused by a bushfire or grassfire that occurs within 48 hours of the start date of your Policy unless you took out this Policy immediately after:
 - another insurance policy covering the same buildings expired, without a break in cover, or
 - the risk passed to you as purchaser of your buildings
- Loss or damage as a result of charring, melting or scorching as a result of a **fire** without the presence of a flame where the damage was caused by a:
 - hot item including cigarettes, cigars, or pipes
 - home heater
 - cooking appliance

unless you have selected and paid for the Accidental loss or damage optional benefit

INSURER: APIA
INSURANCE: Home and Contents Insurance
DATE: November, 2020

What is covered :

- Loss or damage caused by:
 - **fire** (including **bushfire**)
 - **heat, ash, soot** and **smoke** that is the direct result of a fire within 100 metres of the insured address
- Extra costs cover in the event of bushfire

If, during the period of insurance, there is a bushfire in your area, we also cover the following costs even if there is no actual physical loss or damage to the home or contents:

- the cost of replacing water in any tank, container, pool, spa and any other storage vessel where the water has:

- » been used to limit the spread of bushfire at the insured address
- » become contaminated due to the use of fire retardant at the insured address
- the cost of cleaning fire retardant off the home

What is not covered ❌:

- Loss or damage arising from:
 - arcing, scorching, melting or cigarette burns, unless a fire spreads from the initial burn spot (e.g., cigarette burns to carpet where no fire has spread)
 - pollution or vapour from a home heater or a cooking appliance, unless a fire spreads from the initial source
 - gradual exposure to fire, heat, ash, soot and smoke due to recurring events of fire or bushfire over a period of time

INSURER:	Australia Post
INSURANCE:	Home Insurance
DATE:	December, 2020

What is covered ✅:

- Damage caused by:
 - **fire** (including **bushfire**)
 - **charring, melting or scorching** as a result of heat from a fire
 - **smoke, ash or soot** from a fire

What is not covered ❌:

- Charring, melting or scorching, caused by heat generated from an item in the ordinary course of its use such as:
 - an electrical or gas appliance intended to produce heat e.g., a toaster, kettle, clothes iron, heater or cooking appliance, or
 - smoking items e.g., cigarettes, cigars or pipes

unless the Accidental Damage option has been added to your policy

- Damage to an item designed to be exposed to or generate heat, caused in the ordinary course of its use, such as a fireplace a clothes iron or a cooking or heating appliance, where that's the only damage that occurs
- Damage deliberately caused by:
 - you or your family, or
 - someone with your consent or the consent of your family

INSURER: Australian Seniors
INSURANCE: Home Insurance
DATE: February, 2021

What is covered ✓:

- **Fire** (where there is flame) and **explosion**

What is not covered ✗:

- Loss or damage
 - to a heat-resistant item such as a cooking appliance, dryer, heater or iron if it ignites
 - caused by any process involving the application of heat where there is no flame, including cigarette burn marks and scorch marks caused by an iron or radiator (unless you have taken out Top Cover)
 - caused by the ignition of any mineral spirit or dangerously flammable substance brought onto or kept at your site in quantities which are in breach of any statutory regulations

INSURER: Budget Direct
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered ✓:

- Loss or damage to your insured home and contents caused by **fire**, including **bushfires** and **grassfires**. Fire is defined as burning by flames

What is not covered ✗:

- Loss, damage or destruction caused by:
 - bushfire or grassfire during the uninsured period (pg. 62)
 - normal use over time of items that are usually exposed to heat, such as a splashback
 - scorching or melting when there is heat but no flame. This includes scorch or burn marks caused by a cigar, cigarette or pipe
 - smoke or soot when no damage from fire has occurred, unless you have selected and we have agreed to provide optional Accidental Damage cover (p.50)

INSURER: CGU
INSURANCE: Accidental Damage Home Insurance
DATE: April, 2021

What is covered ✓:

- Loss or damage as a result of a **fire** or an **explosion**

What is not covered ❌:

- Loss or damage caused by a bushfire or grassfire within 48 hours of the start date of the policy unless:
 - *you took out your insurance with us immediately after another insurance policy covering the same building or contents expired, without a break in cover*
 - *you took out your insurance with us immediately after the risk passed to you as purchaser of your buildings*
 - *you took out your insurance with us immediately after you signed a lease contract for your buildings*

INSURER: Coles
INSURANCE: Home Insurance
DATE: June, 2016

What is covered ✅:

- Loss or damage caused by **burning with flames**

What is not covered ❌:

- Loss or damage to a heat or fire resistant item including but not limited to:
 - a heater, or
 - dryer, or
 - cooking appliance, or
 - an iron

if the item ignites or combusts

INSURER: Comminsure
INSURANCE: Home Insurance
DATE: April, 2021

What is covered ✅:

- Loss or damage caused by:
 - **fire** (including **bushfire**)
 - **heat, smoke** and/or **soot** as a result of fire

unless the fire was started with the intent to cause damage, or with reckless disregard of the consequences by:

- » you or a person who lives at your insured address
- » a person with your consent or the consent of a person who lives at your insured address, or

- » a person who was at the insured address with your consent or the consent of a person who lives at your insured address

What is not covered ❌:

- Bushfire for the first 48 hours of this policy unless:
 - on the same day this policy commences you:
 - » enter into a contract to purchase your insured address
 - » move into the insured address as a tenant
 - » you are replacing a similar home insurance policy without a break in cover (However, if there is an increase in sum/s insured between the expiring policy and this policy, the increase in sum/s insured will not be covered for the first 48 hours of this policy)

INSURER:	Defence Services
INSURANCE:	Home Insurance Scheme
DATE:	September, 2020

What is covered ✅:

- Loss or damage to the home caused by **fire** (including **bushfire**)

What is not covered ❌:

- Loss or damage caused by burning or heat, if that happens without flames

INSURER:	Domain Insure
INSURANCE:	Home Buildings and Contents Insurance
DATE:	April, 2021

What is covered ✅:

- Loss or damage caused by **fire**, including **bushfire** and **grassfire**
- **Smoke damage** if the source of the smoke is an accidental fire causing damage to an adjacent property to your buildings

What is not covered ❌:

- Loss or damage caused by:
 - a gradual process or repeated exposure to smoke or fire

INSURER: GIO
INSURANCE: Home and Contents Insurance
DATE: November, 2020

What is covered ✓:

- Loss or damage caused by:
 - **fire** (including **bushfire**)
 - **heat, ash, soot** and **smoke** that is the direct result of a fire within 100 meters of the insured address
- Extra Costs cover in the event of bushfire

If, during the period of insurance there is a bushfire in your area, we also cover the following costs even if there is no actual physical loss or damage to the home and contents:

- the cost of replacing water in any tank, container, pool, spa and any other storage vessel where the water has:
 - » been used to limit the spread of bushfire at the insured address
 - » become contaminated due to the use of fire retardant
- the cost of cleaning fire retardant off the home

What is not covered ✗:

- Loss or damage arising from:
 - arcing, scorching, melting or cigarette, burns unless a fire spreads from the initial burn spot (e.g., cigarette burns to carpet where no fire has spread)
 - pollution or vapour from a home heater or a cooking appliance, unless a fire spreads from the initial source
 - gradual exposure to heat, ash, soot

INSURER: HBF
INSURANCE: Accidental Damage Home Insurance
DATE: April, 2021

What is covered ✓:

- Loss or damage as a result of a **fire** or an **explosion**

What is not covered ✗:

- Loss or damage caused by a bushfire or grassfire within 48 hours of the start date of this policy unless:
 - you took out your insurance with us immediately after another insurance policy covering flood and insuring the same building or contents expired, without a break in cover

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

INSURER: Huddle
INSURANCE: Home & Contents Insurance
DATE: February, 2021

What is covered :

- Loss or damage caused by **fire** (where there is a flame), **explosion** or **lightning**

What is not covered :

- Loss or damage:
 - to a heat-resistant item such as a cooking appliance, dryer, heater or iron, if it ignites
 - caused by any process involving the application of heat where there is no flame, including cigarette burn marks and scorch marks caused by an iron or radiator (unless you have taken comprehensive cover)
 - caused by the ignition of any mineral spirit or dangerously flammable substance brought on to or kept at your site in quantities which are in breach of any statutory regulations

INSURER: ING
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered :

- Loss or damage caused by **fire**, including **bushfires** and **grassfires**. Fire is defined as burning by flames

What is not covered :

- Loss or damage caused by:
 - bushfire or grassfire during the uninsured period (p.62)
 - normal use over time of items that are usually exposed to heat, such as a splashback
 - scorching or melting when there is heat but no flame. This includes scorch or burn marks caused by a cigar, cigarette or pipe
 - smoke or soot when no damage from fire has occurred, unless you have selected and we have agreed to provide optional Accidental Damage cover (p.50)

INSURER: Kogan
INSURANCE: Home Insurance
DATE: February, 2021

What is covered ✓:

- **Fire** (where there is a flame) and **explosion**

What is not covered ✗:

- Loss or damage:
 - to a heat-resistant item such as a cooking appliance, dryer, heater or iron, if it ignites
 - caused by any process involving the application of heat where there is no flame, including cigarette burn marks and scorch marks caused by an iron or radiator (unless you have taken out Top Cover)
 - caused by the ignition of any mineral spirit or dangerously flammable substance brought on to or kept at your site in quantities which are in breach of any statutory regulations

INSURER: NRMA
INSURANCE: Home Insurance
DATE: February, 2021

What is covered ✓:

- **Fire**
- **Bushfire**

What is not covered ✗:

- If the fire was started with the intention to cause damage by:
 - you or someone who lives in your home e.g., a tenant
 - someone who enters your home or site with your consent or the consent of someone who lives there
- Loss or damage which results from scorching or melting where there was no flame

INSURER: Qantas
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered ✓:

- Loss or damage caused by **fire**, including **bushfires** and **grassfires**. Fire is defined as burning by flames

What is not covered ❌:

- Loss, damage or destruction caused by:
 - bushfire or grassfire during the uninsured period (p.62)
 - normal use over time of items that are usually exposed to heat, such as a splashback
 - scorching or melting when there is heat but no flame. This includes scorch or burn marks caused by a cigar, cigarette or pipe
 - smoke or soot when no damage from fire has occurred, unless you have selected and we have agreed to provide Accidental Damage cover (p.50)

INSURER: QBE
INSURANCE: Home Insurance
DATE: September, 2020

What is covered ✅:

- Damage caused by:
 - **Fire** (including **bushfire**)
 - **charring, melting** or **scorching** as a result of heat from a fire
 - **smoke, ash** or **soot** from a fire

What is not covered ❌:

- Charring, melting or scorching, caused by heat generated from an item in the ordinary course of its use, such as:
 - an electrical or gas appliance intended to produce heat e.g., a toaster, kettle clothes iron, heater or cooking appliance, or
 - smoking items e.g., cigarettes, cigars or pipes

unless the Accidental Damage option has been added to your policy

- Damage to an item designed to be exposed to or generate heat, caused in the ordinary course of its use, such as a fireplace, a clothes iron or a cooking appliance, where that's the only damage that occurs
- Damage deliberately caused by:
 - you or your family, or
 - someone with your consent or the consent of your family

INSURER: RAA
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered ✅:

- Loss or damage to the Insured Property as a result of **fire** including **bushfire**

What is not covered ❌:

- This cover does not apply to loss or damage:
 - caused by scorching or heat damage where there has been no ignition/flame
 - caused by cigarettes/cigar marks or scorching
 - to floor coverings caused by an open fire, combustion heater, pot belly stove or stove
 - For the cost of repairing an electrical breakdown or short-circuit (however We will pay for resulting fire damage)

Waiting Period: 48 hours after the Inception Date of the Policy for loss or damage caused by bushfire

INSURER:	RAC
INSURANCE:	Building, Contents and Personal Valuables Insurance
DATE:	February, 2021

What is covered ✅:

- **Fire**

What is not covered ❌:

- Loss or damage caused by:
 - Bushfire within the first 48 hours after the initial commencement of your policy, unless your policy commenced:
 - » when you first took possession of your building
 - » when your lease for your building first commenced
 - » Immediately after another policy covering the same risk expired without a break in cover

INSURER:	RACQ
INSURANCE:	Household Insurance Policy
DATE:	November, 2020

What is covered ✅:

- Loss or damage caused by a **fire, bushfire** or **grassfire**

What is not covered ❌:

- Loss or damage caused by smoke or heat (e.g., melting or scorching) when your home or contents did not catch fire (but we do cover these if the loss or damage is caused by a fire that is within 100 metres of your home)
- Loss or damage caused by a bushfire that happens during the first 72 hours from when we first cover your home or contents (but we do cover you if you take out your policy when you sign a contract to buy your home or we replace another insurance policy)

INSURER: RACV
INSURANCE: Home Insurance
DATE: February, 2021

What is covered :

- **Fire**
- **Bushfire**

What is not covered :

- If the fire was started with the intention to cause damage by:
 - you or someone who lives in your home e.g., a tenant, or
 - someone who enters your home or site with your consent or the consent of someone who lives there
- Damage which results from scorching or melting where there was no flame

INSURER: Real Insurance
INSURANCE: Home Insurance
DATE: February, 2021

What is covered :

- **Fire** (where there is a flame) and **explosion**

What is not covered :

- Loss or damage:
 - a heat-resistant item such as a cooking appliance, dryer, heater or iron if it ignites
 - caused by any process involving the application of heat where there is no flame, including cigarette burn marks and scorch marks caused by an iron or radiator (unless you have taken out Top cover)
 - caused by the ignition of any mineral spirit or dangerously flammable substance brought onto or kept at your site in quantities which are in breach of any statutory regulations

INSURER: SGIC
INSURANCE: Home Insurance
DATE: February, 2019

What is covered :

- **Fire**
- **Bushfire**

What is not covered ❌:

- If the fire was started with the intention to cause damage by:
 - you or someone who lives in your home e.g., a tenant, or
 - someone who enters your home or site with your consent or the consent of someone who lives there
- Damage which results from scorching or melting when your home or contents did not catch fire

INSURER: St George
INSURANCE: Home and Contents Insurance
DATE: April, 2021

What is covered ✅:

- Loss or damage caused by **fire** where there was a flame
- Loss or damage caused by **smoke** from:
 - a **bushfire**
 - a fire on your property
 - a fire originating from your neighbour's property

What is not covered ❌:

- Loss or damage that is caused by flood or arises from:
 - bushfire for a period of 7 days from the date the cover was initially provided by us, unless this policy is replacing another policy with equivalent bushfire cover and there has been no gap in cover and no change to the sum insured, or you have entered into a contract to purchase the property and the risk has passed to you as purchaser, or
 - scorching or melting where there was no flame
- Loss or damage that is predominantly caused by or arises from:
 - acts by you, or someone acting with your consent, which are intended to cause loss or damage to your property
 - unlawful acts by you or someone acting with your consent
 - any person, organisation or authority who legally damages or destroys or confiscates any insured property, unless it's a direct result of an insured event or to mitigate loss to your property, for example loss due to water damage to an insured property while putting out a fire at an adjacent property
 - malicious acts of a person who is on the insured site with your consent or the consent of someone who lives at the insured site, or
 - wear and tear, or gradual deterioration
- Loss or damage to the extent that it is caused by or arises from:
 - defects in design, structure, materials, workmanship or construction at the insured site (or strata site if your home is under a strata title or similar plan) which you knew about

or should reasonably have known about at the time of the loss or damage arising, or

- failure to take reasonable steps to keep the insured property well maintained, structurally sound and secure (refer to Tips to keep your home in great shape on p.3 for examples of some of the steps you can take)
- Unless we agree otherwise, your policy will not cover loss or damage if your home has been unoccupied for more than 60 consecutive days

INSURER: Suncorp
INSURANCE: Home and Contents Insurance
DATE: October, 2012

What is covered ✓:

- Loss or damage caused by **fire** (burning with flames)

What is not covered ✗:

- Loss or damage arising from:
 - heat, ash, soot and smoke when your home or contents has not caught on fire unless it is caused by a burning building within 10 metres of the insured address
 - arcing, scorching or cigarette burns unless a fire spreads from the initial burn spot
 - pollution or vapour from a home heater or a cooking appliance unless a fire spreads from the initial source

INSURER: Virgin Money
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered ✓:

- Loss or damage caused by **fire**, including **bushfires** and **grass fires**. Fire is defined as burning by flames

What is not covered ✗:

- Loss, damage or destruction caused by:
 - bushfire or grassfire during the uninsured period (p.62)
 - normal use over time of items that are usually exposed to heat, such as a splashback
 - scorching or melting when there is heat but no flame. This includes scorch or burn marks caused by a cigar, cigarette or pipe
 - smoke or soot when no damage from fire has occurred, unless you have selected and we have agreed to provide optional Accidental Damage cover (p.50)

INSURER: Westpac
INSURANCE: Home and Contents Insurance
DATE: April, 2021

What is covered ✓:

- Loss or damage caused by **fire** where there was a flame
- Loss or damage caused by **smoke** from:
 - a **bushfire**
 - a fire on your property
 - a fire originating from your neighbour's property

What is not covered ✗:

- Loss or damage that is caused by or arises from:
 - bushfire for a period of 7 days from the date the cover was initially provided by us, unless this policy is replacing another policy with equivalent bushfire cover and there has been no gap in cover and no change to the sum insured, or you have entered into a contract to purchase the property and the risk has passed to you as purchaser, or
 - scorching or melting where there was no flame
 - Loss or damage that is predominantly caused by or arises from:
 - acts by you, or someone acting with your consent, which are intended to cause loss or damage to your property
 - unlawful acts by you or someone acting with your consent
 - any person, organisation or authority who legally damages or destroys or confiscates any insured property, unless it's a direct result of an insured event or to mitigate loss to your property, for example loss due to water damage to an insured property while putting out a fire at an adjacent property
 - malicious acts of a person who is on the insured site with your consent or the consent of someone who lives at the insured site, or
 - wear and tear, or gradual deterioration
- Loss or damage to the extent that it is caused by or arises from:
 - defects in design, structure, materials, workmanship or construction at the insured site (or strata site if your home is under a strata title or similar plan) which you knew about or should reasonably have known about at the time of the loss or damage arising, or
 - failure to take reasonable steps to keep the insured property well maintained, structurally sound and secure (refer to Tips to keep your home in great shape on p.3 for examples of some of the steps you can take)
- Unless we agree otherwise, your policy will not cover loss or damage if your home has been unoccupied for more than 60 consecutive days

INSURER: Woolworths
INSURANCE: Home Insurance
DATE: February, 2021

What is covered ✓:

- **Fire** (where there is a flame) and **explosion**

What is not covered ✗:

- Loss or damage:
 - to a heat-resistant item such as a cooking appliance, dryer, heater or iron if it ignites
 - caused by any process involving the application of heat where there is no flame, including cigarette burn marks and scorch marks caused by an iron or radiator (unless you have taken out Comprehensive cover)
 - caused by the ignition of any mineral spirit or dangerously flammable substance brought onto or kept at your site in quantities which are in breach of any statutory regulations

INSURER: YOUI
INSURANCE: Home Insurance
DATE: April, 2021

What is covered ✓:

- Loss of or damage to the insured property caused by **bushfire** or **accidental fire**. This includes fire caused directly by mechanical, electrical or (including computer software) breakdown or failure
- Loss or damage to contents caused by **soot** or **smoke** from:
 - bushfire
 - any other accidental fire where the flames were within 10 metres of the buildings
- Where you have increased your sum insured or reduced your excess within 72 hours (or other period noted on your policy schedule) of a bushfire occurring, cover will be limited to the amounts that were effective prior to the change

What is not covered ✗:

- Loss or damage caused by:
 - soot or smoke to the buildings
 - bushfire during the first 72 hours (or other period noted on your policy schedule) of your policy commencing unless:

- » you had another policy that expired immediately before the start of your policy with us and there was no break or change in the level or type of cover, or
 - » you moved into the premises or signed a purchase or lease agreement for the premises on the same day your policy with us started (check your policy schedule to see if there are special conditions that may apply differently in your circumstances)
- glowing, heat, smouldering scorching or melting, where there were no flames

Appendix D: Malicious Acts

INSURER: AAMI
INSURANCE: Home Building Insurance
DATE: September, 2020

What is covered :

- Loss or damage to the building caused by **malicious acts** or **vandalism** e.g., vandals damaging your letterbox or painting graffiti on the building

What is not covered :

- Loss of damage caused by you or someone who lives at the insured address
- Loss or damage caused by someone who entered the insured address:
 - with your consent
 - with the consent of someone who had your authority to allow them access to the insured address

INSURER: AHM
INSURANCE: Home and Contents Insurance
DATE: February, 2021

What is covered :

- **Malicious damage** and **vandalism**

What is not covered :

- Loss or damage caused by someone who lives in the home or is at the site with your consent or the consent of someone who lives in the home

INSURER: AIG
INSURANCE: Home and Contents Insurance
DATE: September, 2016

What is covered :

- **Vandalism** or **Malicious damage** by persons other than you

What is not covered :

- Physical loss or Property Damage in connection with Vandalism or Malicious damage by a tenant of your house.

INSURER: Allianz
INSURANCE: Home Insurance
DATE: May, 2017

What is covered :

- Loss or damage caused by **vandalism** or a **malicious act**

What is not covered :

- Where the **vandalism** or **malicious act** was by:
 - you or anyone who lives with you
 - any person you (or anyone who lives with you) invite into your home
 - any person you employ to do work for you in your home buildings, like a cleaner, nanny, child-minder or gardener
 - anyone acting with your express or implied consent
- If the Vandalism or Malicious act relates to contents in the internal or external common areas of flats, home units, town houses or any type of multiple occupancy residences whether part of a strata title development or not

INSURER: ANZ
INSURANCE: Home Insurance
DATE: April, 2021

What is covered :

- Loss or damage as a result of **vandalism** or a **malicious act**

What is not covered :

- Loss or damage as a result of vandalism or a malicious act by:
 - you
 - your tenant
 - somebody who resides at the site
 - someone else acting on your behalf

INSURER: APIA
INSURANCE: Home and Contents Insurance
DATE: November, 2020

What is covered :

- Loss or damage caused by **malicious acts** or **vandalism** (e.g., vandals damaging your letterbox or painting graffiti on the home)

What is not covered ❌:

- Loss or damage caused by someone who lives or is staying at the insured address
- Loss or damaged caused by someone who entered the insured address:
 - with your consent or the consent of someone who lives or is staying at the insured address
 - with the consent of someone who had your authority to allow them access to the insured address
- Loss or damage if you or someone living with you encourages or incites the Malicious acts or Vandalism

INSURER: Australia Post
INSURANCE: Home Insurance
DATE: December, 2020

What is covered ✅:

- Damage caused by **vandalism** or **malicious act**
- Note: As soon as reasonably possible after the vandalism or malicious act, you must report the incident to the police and provide details of the report to us.

What is not covered ❌:

- Damage caused by Vandalism or malicious act:
 - by you or your family
 - by someone with your consent or the consent of your family
 - by someone who, at the time of the vandalism or malicious act, was on your property with your consent or the consent of your family or your agent

INSURER: Australian Seniors
INSURANCE: Home Insurance
DATE: February, 2021

What is covered ✅:

- **Malicious damage** (including **vandalism**)

What is not covered ❌:

- Loss or damage caused by someone who lives in your home, or is at the site with your consent or the consent of someone who lives in your home (including your tenants) except to the extent you are covered under the Additional benefit for “Malicious acts and theft by tenants” where you have Landlords cover

INSURER: Budget Direct
INSURANCE: Home and Contents Insurance
DATE: March, 2021

Malicious damage, vandalism, riot or civil commotion

What is covered

- Loss or damage to your insured home and contents caused by malicious damage, vandalism, riot, or civil commotion. You must report the incident to police to be covered
- Some examples of loss or damage are things like broken windows, graffiti, doors ripped off hinges, and holes in walls
- If you are a landlord, you can be covered for damage caused by tenants if you buy the optional Landlord cover 'Theft and Malicious damage by tenants and their visitors' on p 52

What is not covered

- When the damage is caused by someone acting with your consent
- When the damage is caused by you, your family, a household member, or someone who entered your home with your, your family's or a household member's consent
- When the damage is caused by your tenant, or someone in your home with your tenant's consent, unless you have selected and we have agreed to provide the optional Landlord cover 'Theft and Malicious damage by tenants and their visitors' on p 52
- When the damage is caused by your paying guest, or someone in your home with the paying guest's consent
- When you participated in the riot or civil commotion that caused the damage
- When you have publicly advertised your home as a venue for an event, for example, on social media, and damage occurred as a result of you advertising the event, or of the event itself

INSURER: CGU
INSURANCE: Accidental Damage Home Insurance
DATE: April, 2021

What is covered

- Loss or damage as a result of **vandalism** or a **malicious act**

What is not covered

- Loss or damage as a result of vandalism or malicious act by a tenant

INSURER: Coles
INSURANCE: Home Insurance
DATE: June, 2016

What is covered :

- Loss or damage caused by **vandalism** or a **malicious act**

What is not covered :

- Loss or damage caused by you or someone who:
 - lives at your site with your consent
 - has entered your site with your consent or that of a person who lives in your home
- Vandalism Malicious acts if the security devices or mechanisms you told us about were not installed, not in working order or not connected

INSURER: Comminsure
INSURANCE: Home Insurance
DATE: April, 2021

What is covered :

- Your building and/or contents are covered for loss or damage caused by a **malicious act** (including **vandalism**), that has been reported to the police, unless it was committed by:
 - you or a person who lives at your insured address
 - a person with your consent or the consent of a person who lives at your insured address
 - a person who was at the insured address with your consent or the consent of a person who lives at your insured address

What is not covered :

- There is no cover under this Insured Event where a General Exclusion applies (pp.54-56)

INSURER: Defence Services
INSURANCE: Home Insurance Scheme
DATE: September, 2020

What is covered :

- Loss or damage caused by **any act intended to cause loss or damage**

What is not covered ❌:

- If the act intended to cause loss or damage is by someone who:
 - lives in the home
 - is at the home or site with your consent or the consent of the person who lives in the home

INSURER:	Domain Insure
INSURANCE:	Home Buildings and Contents Insurance
DATE:	April, 2021

What is covered ✅:

- Loss or damage caused by a **malicious act** or **vandalism**

What is not covered ❌:

Loss or damage caused by:

- you or someone who lives at the insured address e.g., a tenant
- someone who is at the insured address with the consent of you or someone who lives there

Also read General Exclusions on p.56, to understand the limited circumstances in which we may cover certain vandalism or malicious damage claims

INSURER:	GIO
INSURANCE:	Home and Contents Insurance
DATE:	November, 2020

What is covered ✅:

- Loss or damage caused by **malicious acts** of **vandalism** e.g., vandals damaging your letterbox or painting graffiti on the home

What is not covered ❌:

- Loss or damage caused by you or someone who lives or is staying at the insured address
- Loss or damage caused by you or someone who entered the insured address:
 - with your consent or the consent of someone who lives or is staying at the insured address
 - with the consent of someone who had your authority to allow them access to the insured address

INSURER: HBF
INSURANCE: Accidental Damage Home Insurance
DATE: April, 2021

What is covered ✓:

- Loss or damage as a result of **vandalism** or a **malicious act**

What is not covered ✗:

- Loss or damage as a result of Vandalism or a Malicious act by a tenant
-

INSURER: Huddle
INSURANCE: Home & Contents Insurance
DATE: February, 2021

What is covered ✓:

- **Malicious damage**
- **Vandalism**

What is not covered ✗:

- Loss or damage caused by someone who lives in the home, or is at the site with your consent or the consent of someone who lives in the home
-

INSURER: ING
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered ✓:

- Loss or damage caused by **malicious damage, vandalism, riot** or **civil commotion**. You must report the incident to the police to be covered
- Some examples are things like broken windows, graffiti, doors ripped off hinges, and holes in walls
- If you are a landlord, you can be covered for damage caused by tenants if you buy the optional Landlord cover 'Theft and malicious damage by tenants and their visitors' p.52

What is not covered ✗:

- When the damage is caused by someone acting with your consent
- When the damage is caused by you, your family, a household member or someone who entered your home with your, your family's or a household member's consent

- When the damage is caused by your tenant, or someone in your home with your tenant's consent, unless you have selected and we have agreed to provide the optional Landlord cover 'Theft and Malicious damage by tenants and their visitors' p 52
- When the damage is caused by your paying guest or someone in your home with the paying guest's consent
- When you participated in the riot or civil commotion that caused the damage
- When you have publicly advertised your home as a venue for an event e.g., on social media and damage occurred as a result of you advertising the event, or of the event itself

INSURER: Kogan
INSURANCE: Home Insurance
DATE: February, 2021

What is covered :

- **Malicious damage** (including **vandalism**)

What is not covered :

- Loss or damage caused by someone who lives in your home, or is at the site with your consent or the consent of someone who lives in your home (including your tenants) except to the extent you are covered under the Additional benefit for 'Malicious and theft by tenants' where you have Landlords cover

INSURER: NRMA
INSURANCE: Home Insurance
DATE: February, 2021

What is covered :

- **Vandalism** or a **malicious act**

What is not covered :

- If the Vandalism or Malicious act is committed by:
- you or someone who lives in your home e.g., a tenant
- someone who enters your home or site with your consent, or the consent of someone who lives there

INSURER: Qantas
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered :

- Loss or damage caused by **malicious damage, vandalism, riot** or **civil commotion**. You must report the incident to police to be covered
- Some examples are things like broken window, graffiti, doors ripped off hinges and holes in walls
- If you are a landlord, you can be covered for damage caused by tenants if you buy the optional Landlord cover 'Theft and malicious damage by tenants and their visitors p 52

What is not covered :

- The damage is caused by someone acting with your consent
- The damage is caused by you, your family, a household member, or someone who entered your home with your, your family's or a household member's consent
- The damage is caused by your tenant, or someone in your home with your tenant's consent, unless you have selected and we have agreed to provide the optional Landlord cover 'Theft and Malicious damage by tenants and their visitors' p 52
- The damage is caused by your paying guest, or someone in your home with the paying guest's consent
- You participated in the riot or civil commotion that caused the damage
- You have publicly advertised your home as a venue for an event e.g., on social media, and damage occurred as a result of you advertising the event, or of the event itself

INSURER: QBE
INSURANCE: Home Insurance
DATE: September, 2020

What is covered :

- Damage caused by **vandalism** or **malicious act**
- Note: As soon as reasonably possible after the vandalism or malicious act, you must report the incident to the police and provide details of the report to us

What is not covered:

Damage caused by vandalism or malicious act:

- by you or your family
- by someone with your consent or the consent of your family
- by someone who, at the time of the Vandalism or malicious act, was on your property with your consent or the consent of your family or your agent

INSURER: RAA
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered :

- Loss or damage to the Insured Property as a result of **malicious damage, intentional damage** or **damage by vandals**

What is not covered :

- This cover does not apply to:
- chips, scratches, dents or any superficial markings to the Insured Property
- wear and tear, or damage caused over a period of time
- loss or damage caused by You, Your Guest, an Occupier or any Co-insured
- loss or damage caused by a person who entered Your Home with the consent, implied or otherwise, of You, Your Guest, an Occupier or any Co-insured
- loss or damage that has not been reported to the police

INSURER: RAC
INSURANCE: Building, Contents and Personal Valuables Insurance
DATE: February, 2021

What is covered :

- **Malicious damage**

What is not covered :

- Loss or damage caused by:
 - You, your family or a tenant
 - A person authorised by you, your family or a tenant to enter your site

INSURER: RACQ
INSURANCE: Household Insurance Policy
DATE: November, 2020

Vandalism

What is covered :

Loss or damage to your home or contents by someone who intentionally or maliciously damages them

What is not covered ✖:

- Loss or damage caused by someone who enters your home with the express or implied consent of:
 - you or your tenant
 - anyone who permanently lives with you or your tenant
 - a person you told could invite people to your home

But if you have told us that your home was being rented out before the vandalism happened we do cover vandalism under the included benefit 'Accidental damage, malicious damage or theft by a tenant' p 42

- Loss or damage to:
 - cash, gift cards, cheques and travellers cheques if a vandal enters your home through an open or unlocked door, window or skylight
 - contents in a boarding house, dormitory, nurse's quarters, barracks or similar buildings if a vandal enters through an open or unlocked door, window or skylight
 - contents that are in common areas
- Loss or damage caused by a tenant (but if you have told us that your home was being rented out before the Vandalism happened we do cover Vandalism under the included benefit 'Accidental damage, malicious damage or theft by a tenant p 42)

INSURER:	RACV
INSURANCE:	Home Insurance
DATE:	February, 2021

What is covered ✔:

- **Vandalism** or a **malicious act**

What is not covered ✖:

- If the vandalism or a malicious act is committed by:
 - you or someone who lives in your home e.g., a tenant
 - someone who enters your home or site with your consent or the consent of someone who lives there

INSURER: Real Insurance
INSURANCE: Home Insurance
DATE: February, 2021

What is covered :

- **Malicious damage** (including **vandalism**)

What is not covered :

- Loss or damage caused by someone who lives in your home, or is at the site with your consent or the consent of someone who lives in your home (including your tenants) except to the extent you are covered under the Additional benefit for 'Malicious acts and theft by tenants where you have Landlords cover

INSURER: SGIC
INSURANCE: Home Insurance
DATE: February, 2019

What is covered :

- **Vandalism** or a **malicious act**

What is not covered :

- If the vandalism or Malicious act is committed by:
 - you or someone who lives in your home e.g., a tenant
 - someone who enters your home or site with your consent or the consent of someone who lives there

INSURER: St George
INSURANCE: Home and Contents Insurance
DATE: April, 2021

What is covered :

- Loss or damage caused by:
 - **malicious acts**
 - **industrial or political unrest**, or attempts by a legal authority to stop or control industrial or political unrest

What is not covered :

- Loss or damage that is predominantly caused by or arises from:
 - acts by you, or someone acting with your consent, which are intended to cause loss or damage to your property

- unlawful acts by you or someone acting with your consent
 - acts by someone who is at the site with your consent, or the consent of someone who lives at the insured site
 - any person, organisation or authority who legally damages or destroys or confiscates any insured property, unless it's a direct result of an insured event or to mitigate loss to your property,
 - a computer virus, hacking, cyber attack or similar occurrence
 - an accident
- Unless we agree otherwise, your policy will not cover loss or damage if your home has been unoccupied for more than 60 consecutive days

INSURER: Suncorp
INSURANCE: Home and Contents Insurance
DATE: October, 2012

What is covered :

- Loss or damage caused by **malicious acts** or **vandalism** e.g., vandals damaging your letterbox or painting graffiti on your home

What is not covered :

- Loss or damage caused by you or someone who lives at the insured address
- Loss or damage caused by someone who entered the insured address
 - with your consent
 - with the consent of someone who had your authority to allow them access to the insured address

INSURER: Virgin Money
INSURANCE: Home and Contents Insurance
DATE: March, 2021

What is covered :

- Loss or damage to your insured home and contents caused by **malicious damage, vandalism, riot, or civil commotion**. You must report the incident to police to be covered
- Some examples of loss or damage are things like broken windows, graffiti, doors ripped off hinges, and holes in walls
- If you are a landlord, you can be covered for damage caused by tenants if you buy the optional Landlord cover 'Theft and malicious damage by tenants and their visitors' on p.52

What is not covered ❌:

- The damage is caused by someone acting with your consent
- The damage is caused by you, your family, a household member, or someone who entered your home with your, your family's or a household member's consent
- The damage is caused by your tenant, or someone in your home with your tenant's consent, unless you have selected and we have agreed to provide the optional Landlord cover 'Theft and Malicious damage by tenants and their visitors' on p.52
- The damage is caused by your paying guest, or someone in your home with the paying guest's consent
- You participated in the riot or civil commotion that caused the damage
- You have publicly advertised your home as a venue for an event, for example, on social media, and damage occurred as a result of you advertising the event, or of the event itself

INSURER: Westpac
INSURANCE: Home and Contents Insurance
DATE: April, 2021

What is covered ✅:

Loss or damage caused by:

- **Malicious acts**
- **Industrial or political unrest**, or attempts by a legal authority to stop or control industrial or political unrest

What is not covered ❌:

- Loss or damage that is predominantly caused by or arises from:
 - acts by you, or someone acting with your consent, which are intended to cause loss or damage to your property
 - unlawful acts by you or someone acting with your consent
 - any person who is at the site with your consent, or the consent of someone who lives at the insured site
 - any person, organisation or authority who legally damages or destroys or confiscates any insured property, unless it's a direct result of an insured event or to mitigate loss to your property
 - a computer virus, hacking, cyber attack or similar occurrence
 - an accident
- Unless we agree otherwise, your policy will not cover loss or damage if your home has been unoccupied for more than 60 consecutive days

INSURER: Woolworths
INSURANCE: Home Insurance
DATE: February, 2021

What is covered :

- **Malicious damage** (including **vandalism**)

What is not covered :

- Loss or damage caused by someone who lives in your home or is at the site with your consent or the consent of someone who lives in your home (including your tenants) except to the extent you are covered under the Additional benefit for 'Malicious acts and theft by tenants' where you have Landlords cover

INSURER: YOUI
INSURANCE: Home Insurance
DATE: April, 2021

Intentional Damage

What is covered :

- Loss of or **damage to the insured property caused intentionally**

What is not covered:

Loss or damage caused by:

- you or tenant of your premises
- people allowed onto your premises by you, your tenant, or someone who had your or your tenant's authority to allow them onto the premises, unless they were invited to carry out a commercial service e.g., a tradesperson, technician or cleaner

Appendix E: Wear and Tear

INSURER: AAMI
INSURANCE: Home Building Insurance
DATE: September, 2020

Under “What we cover as the building”

- We don't cover things that happen because the building is not in good condition or because any building extensions, alterations or renovations are not complete. We do not cover any part of the building that is not in good condition or that has wear, tear or deterioration and we do not cover some losses where building extensions, alterations or renovations are not complete. See section 3 'Things we don't cover' on pages 25 and 30.

Under “Things we don't cover”

Wear, tear and gradual deterioration

- any part of the building that has wear and tear, rust, fading, rising damp, corrosion, rot, action of light, atmospheric or climatic conditions or gradual deterioration

Under “Loss or damage to the building”

- We do not insure wear, tear gradual deterioration

Under “Escape of liquid”

We don't cover:

- wear, tear and gradual deterioration or loss or damage by the escape of liquid occurring as a result of a gradual process of leaking, splashing, dripping or overflowing
- loss or damage caused by wear, tear and gradual deterioration, rust fading, rising damp, mould, mildew, corrosion, rot

Under “Accidental damage at home”

We don't cover loss or damage:

- caused by wear, tear, gradual deterioration, rust, fading, rising damp, mould, mildew, corrosion and rot
- wear, tear and gradual deterioration, or loss or damage occurring as a result of a gradual process of liquid leaking, splashing, dripping or overflowing

Under “Changes to the building: Lifetime guarantee on building repairs”

This guarantee does not apply:

- to wear and tear consistent with normal gradual deterioration of the building

Under “What we cover as the building”

- We don't cover things that happen because the building is not in good condition or because any building extensions, alterations or renovations are not complete. We do not cover any part of the building that is not in good condition or that has wear, tear or deterioration and we do not cover some losses where building extensions, alterations or renovations are not complete

Under “Words with special meanings: Malicious act”

- means a single intentional and wilful act characterised by malice. It is not wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping or neglect

INSURER: AHM
INSURANCE: Home Insurance
DATE: February, 2021

Under “Escape of Liquid”

You are not covered for:

- wear and tear

Under “General Exclusions”

You are not covered for:

- Gradual deterioration, including wear and tear, rust, corrosion, depreciation, fading or deterioration from exposure to light

INSURER: AIG
INSURANCE: Home and Contents Insurance
DATE: September, 2016

Under “Specific Exclusions for Valuable Items Cover”

We will not pay for accidental loss or accidental damage to your Valuable Items caused by any of the following:

- rust, corrosion, gradual deterioration, depreciation, wear or tear

INSURER: Allianz
INSURANCE: Home Insurance
DATE: May, 2017

Under “General Exclusions”

Always excluded:

- Wear and tear: Including depreciation, gradual deterioration, wear and tear or lack of maintenance

INSURER: ANZ
INSURANCE: Home Insurance
DATE: April, 2021

Under “Condition of your buildings”

There is no cover under any section of your Policy for any:

- Wear, tear, depreciation, rust, oxidisation, corrosion, fading

Under “Lifetime guarantee on buildings repairs”

This guarantee does not apply to:

- wear and tear consistent with normal gradual deterioration (e.g., paint peeling as part of its normal life cycle, wood rotting or mould from moisture in the air or ground, roofs weathering or a hot water system leaking as a result of normal gradual deterioration)

Under “Glossary”

Damage or damaged:

- When property insured by this Policy is physically harmed, but not from wear and tear, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable

INSURER: APIA
INSURANCE: Home and Contents Insurance
DATE: November, 2020

Wear and tear is not mentioned throughout PDS

INSURER: Australia Post
INSURANCE: Home Insurance
DATE: December, 2020

Under “Lifetime guarantee on buildings repairs”

This guarantee does not apply to:

- wear and tear consistent with normal gradual deterioration (e.g., paint peeling as part of its normal life cycle, wood rotting or mould from moisture in the air or ground, roofs weathering or a hot water system leaking as a result of normal gradual deterioration)

Under “Definitions”

Damage, damaged:

- When property insured by this policy is physically harmed, but not from wear and tear, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable

Under “Definitions”

Depreciation:

- Reduction in value of an item or property due to wear and tear or age

Under “Conditions of your home”

There is no cover under any section of your property for any:

- wear, tear, depreciation, rust, oxidisation, corrosion, fading

Under “Definitions”

Wear and tear:

- Physical deterioration to property occurring over time due to use and/or exposure to its environment

INSURER: Australian Seniors
INSURANCE: Home Insurance
DATE: February, 2021

Under “Escape of Liquid”

You are not covered for:

- wear and tear, gradual deterioration

Under “General Exclusions”

You are not covered for any loss or damage caused by or resulting from, or the costs incurred from:

- Gradual deterioration, including wear and tear, rust, corrosion, depreciation, fading or deterioration from exposure to light

INSURER: Budget Direct
INSURANCE: Home and Contents Insurance
DATE: March, 2021

Under “Motor Burnout”

You are not covered for:

- replacing worn or damaged parts caused by normal wear and tear

Under “General Exclusions: Gradual deterioration”

You are not covered for:

- loss or damage caused by rust, corrosion, rot, mould, rising damp, mildew, wear, tear, fading or other gradual deterioration

INSURER: CGU
INSURANCE: Accidental Damage Home Insurance
DATE: April, 2021

Under “Exclusions”

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

- erosion, rust, corrosion, gradual deterioration, depreciation, wear or tear

Under “Other valuables and special valuables cover exclusions”

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

- rust, corrosion, gradual deterioration, depreciation, wear or tear

INSURER: Coles
INSURANCE: Home Insurance
DATE: June, 2016

Under “Household appliance cover”

What is not covered:

- abnormal wear and tear including any exclusions as outlined in the manufacturer’s specifications regarding excessive domestic usage

Under “General Exclusions”

We do not cover:

- Gradual deterioration, including wear and tear, rust, corrosion, depreciation, fading or deterioration from exposure to light

Under “What our words mean”

Mechanical or electrical failure:

- means a failure of a product arising from a mechanical or electrical fault. It does not include any failure otherwise excluded such as intentional damages, normal wear and tear, wilful acts or normal deterioration

INSURER:	Comminsure
INSURANCE:	Home Insurance
DATE:	April, 2021

Under “How this policy works”

- This policy provides cover for a defined list of insurable events. It is not a maintenance policy and does not pay out to rectify building defects or faulty workmanship, to improve bad design, or to resolve issues that have occurred due to insufficient maintenance or general wear and tear

Under “Taking care of your building and/or contents”

- Wear and tear, poor workmanship and insufficient maintenance, and any resulting damage, are not covered under this policy (please refer to General Exclusions)

Under “General Exclusions”

No cover is provided for:

- wear and tear, rust, corrosion and/or deterioration (except in some instances relating to ‘Sudden escape of liquid’ and ‘Legal liability’ claims), but we will only apply this exclusion if the loss or damage is directly caused by one or more of these factors

INSURER:	Defence Services
INSURANCE:	Home Insurance Scheme
DATE:	September, 2020

Under “General Exclusions”

We do not insure you for loss or damage or legal liability caused by:

- wear and tear

INSURER: Domain Insure
INSURANCE: Home Buildings and Contents Insurance
DATE: April, 2021

Under “Exclusions”

- Subject to Australian insurance law, this policy does not cover certain types of damage or loss, for example wear and tear, gradual deterioration or property which develops an inherent defect or fault due to its design

Under “General Exclusions”

- Subject to section 54 of the Insurance Contracts Act 1984 (Cth), there is no cover under any section of this policy for damage, loss, cost or legal liability that is caused by, arises from or involves any of the following:
- Wear, tear, gradual deterioration (including scratching or denting over time) fading

Under “Lifetime guarantee on building repairs”

This guarantee does not apply to:

- wear and tear consistent with normal gradual deterioration of your buildings (e.g. paint peeling off as part of its normal life cycle, wood rotting from moisture in the air or ground, roofs weathering or a hot water system leaking as a result of normal gradual deterioration)

INSURER: GIO
INSURANCE: Home and Contents Insurance
DATE: November, 2020

Under “Things we don’t cover”

Wear, tear and gradual deterioration:

any part of the home or contents that has wear, tear, rust, fading, rising damp, corrosion, rot, action of light, atmospheric or climatic conditions or gradual deterioration such as, but not limited to:

- wear and tear of carpets, furniture and furnishings

Under “Lifetime guarantee on home repairs”

This guarantee does not apply to:

- wear and tear consistent with normal gradual deterioration of the home

Under “Lifetime guarantee on home repairs”

This guarantee does not apply to:

- wear and tear consistent with normal gradual deterioration of the home

Under “Escape of liquid”

We do not cover:

- wear, tear and gradual deterioration or loss or damage as a result of a gradual process of liquid leaking, splashing, dripping or overflowing
- loss or damage caused by wear, tear and gradual deterioration, rust, fading, rising damp, mould, mildew, corrosion or rot

Under “Accidental damage at home”

We do not cover loss or damage:

- caused by wear, tear, gradual deterioration, rust, fading, rising damp, mould, mildew, corrosion and rot
- wear, tear and gradual deterioration or loss or damage as a result of a gradual process of liquid leaking, splashing, dripping or overflowing

Under “Words with special meanings”

Malicious act:

- means a single intentional and wilful act characterised by malice. It is not wonton disregards, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping or neglect

Under “What we don’t cover as the home”

- We do not cover any part of the home or contents that is not in good condition or that has wear, tear or depreciation and we do not cover some losses where home extensions, alterations or renovations are not complete. See section 3 ‘Things we don’t cover’ on pages 27 to 40

INSURER:	HBF
INSURANCE:	Accidental Damage Home Insurance
DATE:	April, 2021

Under “Exclusions to your cover”

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

- deterioration, depreciation, wear or tear

Under “Other valuables and Special valuables cover exclusions”

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

- rust, corrosion, gradual deterioration, depreciation, wear or tear

INSURER: Huddle
INSURANCE: Home & Contents Insurance
DATE: February, 2021

Under “Escape of Liquid”

You are not covered for loss or damage caused by:

- wear and tear

Under “General Exclusions”

You are not covered for any loss or damage caused by or resulting from, or the costs incurred from:

- Gradual deterioration, including wear and tear, rust, corrosion, depreciation, fading or deterioration from exposure to light

INSURER: ING
INSURANCE: Home and Contents Insurance
DATE: March, 2021

Under “Motor Burnout”

You are not covered for:

- replacing worn or damaged parts caused by normal wear and tear

Under “General Exclusions: Gradual deterioration”

You are not covered for:

- loss or damage caused by rust, corrosion, rot, mould, rising damp, mildew, wear, tear, fading or other gradual deterioration

INSURER: Kogan
INSURANCE: Home Insurance
DATE: February, 2021

Under “Escape of Liquid”

You are not covered for loss or damage caused by:

- wear and tear, gradual deterioration

Under “General Exclusions”

You are not covered for any loss or damage caused by or resulting from, or the costs incurred from:

- Gradual deterioration, including wear and tear, rust, corrosion, depreciation, fading or deterioration from exposure to light

INSURER: NRMA
INSURANCE: Home Insurance
DATE: February, 2021

Under “General Exclusions”

We don't cover loss, damage, injury or death arising from:

- rust, corrosion, gradual deterioration, depreciation, wear or tear

Under “Lifetime guarantee” for the workmanship of repairs to your home that we authorise

This guarantee does not apply to:

- wear and tear that is consistent with normal gradual deterioration of your home

INSURER: Qantas
INSURANCE: Home and Contents Insurance
DATE: March, 2021

Under “Motor Burnout”

You are not covered for:

- replacing worn or damaged parts caused by normal wear and tear

Under “General Exclusions: Gradual deterioration”

- You are not covered for loss or damage caused by rust, corrosion, rot, mould, rising damp, mildew, wear, tear, fading or other gradual deterioration

INSURER: QBE
INSURANCE: Home Insurance
DATE: September, 2020

Under “General Exclusions”

There is no cover under any section of your policy for any:

- wear, tear, depreciation rust, oxidisation, corrosion, fading

Under “Lifetime guarantee on building repairs”

This guarantee does not apply to:

- wear and tear consistent with normal gradual deterioration (e.g., paint peeling as part of its normal life cycle, wood rotting or mould from moisture in the air or ground, roofs weathering or a hot water system leaking as a result of normal gradual deterioration)

Under “Definitions”

Damage, damaged:

- When property insured by this policy is physically harmed, but not from wear and tear, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable

Under “Definitions”

Wear and tear:

- Physical deterioration to property occurring over time due to use and/or exposure to its environment

INSURER: RAA

INSURANCE: Home and Contents Insurance

DATE: March, 2021

Under “Storm and Rainwater Runoff”

This cover does not apply to loss or damage that You knew about or should have reasonably known about and did not fix before the loss or damage occurred and loss or damage:

- caused by rain, hail or wind entering Your Home because of a defect structural fault, design fault, wear, tear or gradual deterioration over a period of time

Under “Malicious damage, intentional damage or damage by vandals”

This cover does not apply to:

- wear and tear, or damage caused over a period of time

Under “General Exclusions”

Wear, tear or deterioration over a period of time:

- We will not cover you for loss, damage or liability caused by wear, tear or deterioration over a period of time, mould, mildew, action of light, atmospheric or climatic conditions, rust, corrosion, wet or dry rot

Under “Glossary”

Depreciation:

- means the reduction in value of an item due to age, wear and tear

INSURER: RAC
INSURANCE: Building, Contents and Personal Valuables Insurance
DATE: February, 2021

Under “General Exclusions”

We will not cover any loss, damage or liability caused directly or indirectly by:

- Wear, tear, gradual deterioration or lack of maintenance

Under “when your building has been damaged”

- If, in our opinion, the building had not been maintained in good repair as at the date of damage, the amount payable may be reduced to allow for wear, tear and depreciation

INSURER: RACQ
INSURANCE: Household Insurance Policy
DATE: November, 2020

Under “Making a claim”

- If you make a claim and we settle your claim by replacing your damaged or lost contents, then we give you new items to replace your old items – no matter how old your items are. However, we do reduce the as new value of the following contents items for age, wear and tear
- floor carpets that are over 10 years old
- clothing

Under “Lifetime guarantee on repairs”

You are not covered for:

- wear, tear and gradual deterioration

Under “Mobile phones”

You are not covered for:

- Wear and tear, gradual deterioration or ongoing problems including software related problems

Under “General Exclusions”

You are not covered for:

- Loss or damage caused by wear and tear through normal use

Under “Other claim considerations”

Reductions we may apply:

- We will not replace these items listed below. We will pay you the cost to replace those items less an amount that reflects the reduction for age, wear and tear:
- floor carpets that are over 10 years old
- clothing

INSURER: RACV
INSURANCE: Home Insurance
DATE: February, 2021

Under “General Exclusions”

You are not covered for loss, damage, injury or death arising from:

- rust, corrosion, gradual deterioration, depreciation, wear or tear

Under “Lifetime guarantee when your home is repaired or rebuilt by one of our preferred repairers or builders”

This guarantee does not apply to:

- wear and tear that is consistent with normal gradual deterioration of your home

INSURER: Real Insurance
INSURANCE: Home Insurance
DATE: February, 2021

Under “Escape of liquid”

You are not covered for:

- wear and tear, gradual deterioration

Under “General exclusions”

You are not covered for any loss or damage caused by or resulting from, or the costs incurred from or of:

- gradual deterioration, including wear and tear, rust, corrosion, depreciation, fading or deterioration from exposure to light

INSURER: SGIC
INSURANCE: Home Insurance
DATE: February, 2019

Under “Exclusions for all cover”

What we don't cover:

- Loss or damage, injury or death arising from:
- Rust, corrosion, gradual deterioration, depreciation, wear or tear

Under “Lifetime guarantee when your home is repaired or rebuilt by one of our preferred repairers or builders”

This guarantee does not apply to:

- wear and tear that is consistent with normal gradual deterioration of your home

INSURER: St George
INSURANCE: Home and Contents Insurance
DATE: April, 2021

- Like all insurance, there are exclusions and limitations. For example, this policy isn't designed to cover loss or damage caused by a failure to maintain your property, gradual wear and tear, or deterioration

Under “Tips to keep your home in great shape”

- Watch for wear or tear – check external areas, such as roofs and balconies, for deterioration

Under “General exclusions”

Excluded is any loss or damage that is predominantly caused by or arises from:

- wear and tear, gradual deterioration, or fading

Under “Earthquake”

Not covered: Loss or damage that is predominantly caused by or arises from:

- wear or tear, or gradual deterioration

Under “Explosion”

Not covered: Loss or damage that is predominantly caused by or arises from:

- wear or tear, or gradual deterioration

Under "Fire"

Not covered: Loss or damage that is predominantly caused by or arises from:

- wear or tear, or gradual deterioration

Under "Flood"

Not covered: Loss or damage that is predominantly caused by or arises from:

- wear or tear, or gradual deterioration

Under "Impact"

Not covered: Loss or damage that is predominantly caused by or arises from:

- wear or tear, or gradual deterioration

Under "Storm"

Not covered: Loss or damage that is predominantly caused by or arises from:

- wear or tear, or gradual deterioration

INSURER: Suncorp
INSURANCE: Home and Contents Insurance
DATE: October, 2012

Under "Escape of liquid"

We do not cover:

- wear or tear, or loss or damage caused by the escape of liquid occurring as a result of a gradual process of bursting, leaking, splashing, dripping or overflowing over a period of time when you could reasonably be expected to be aware of this condition
- loss or damage caused by wear, tear, rust, fading, rising damp, mould, mildew, corrosion, rot such as but not limited to:
- tiles and their adhesive or grouting breaking down
- weathering of roof tiles or roof ridge capping
- gradual weathering and breakdown of bricks, mortar or concrete

Under "Changes to your home"

We guarantee the material used and standard of the workmanship to be free of defects. This guarantee does not apply:

- to wear, tear consistent with normal gradual deterioration of your home (e.g., paint peeling off after its expected life cycle, wood rotting from moisture in the air or grounds, roofs weathering or a hot water tank leaking after its guaranteed life

INSURER: Virgin Money
INSURANCE: Home and Contents Insurance
DATE: March, 2021

Under “Motor Burnout”

You are not covered for:

- replacing worn or damaged parts caused by normal wear and tear

Under “General Exclusions: Gradual deterioration”

- You are not covered for loss or damage caused by rust, corrosion, rot, mould, rising damp, mildew, wear, tear, fading or other gradual deterioration

INSURER: Westpac
INSURANCE: Home and Contents Insurance
DATE: April, 2021

- Like all insurance, there are exclusions and limitations. For example, this policy isn’t designed to cover loss or damage caused by a failure to maintain your property, gradual wear and tear, or deterioration

Under “Tips to keep your home in great shape”

- Watch for wear or tear – check external areas, such as roofs and balconies, for deterioration

Under “General exclusions”

Excluded is any loss or damage that is predominantly caused by or arises from:

- wear and tear, gradual deterioration, or fading

Under “Earthquake”

Not covered: Loss or damage that is predominantly caused by or arises from:

- wear or tear, or gradual deterioration

Under “Explosion”

Not covered: Loss or damage that is predominantly caused by or arises from:

- wear or tear, or gradual deterioration

Under “Fire”

Not covered: Loss or damage that is predominantly caused by or arises from:

- wear or tear, or gradual deterioration

Under “Flood”

Not covered: Loss or damage that is predominantly caused by or arises from:

- wear or tear, or gradual deterioration

Under “Impact”

Not covered: Loss or damage that is predominantly caused by or arises from:

- wear or tear, or gradual deterioration

Under “Storm”

Not covered: Loss or damage that is predominantly caused by or arises from:

- wear or tear, or gradual deterioration

Under “Repair Guarantee”

- We won’t guarantee any reasonably expected loss or damage to the materials, such as wear or tear, gradual deterioration or fading

INSURER: Woolworths
INSURANCE: Home Insurance
DATE: February, 2021

Under “Escape of liquid”

You are not covered for loss or damage caused by:

- wear or tear, gradual deterioration

Under “General Exclusions”

You are not covered for any loss or damage caused by or resulting from, or the costs incurred from or of:

- gradual deterioration, including wear and tear, rust, corrosion, depreciation, fading or deterioration from exposure to light

INSURER: YOUI
INSURANCE: Home Insurance
DATE: April, 2021

Under “General Exclusions”

We will not pay for death or bodily injury to any person, or loss or damage to property, caused directly or indirectly by:

- wear and tear, rust, corrosion or deterioration

Appendix F: Storm and Other Damage

Insurer	Flood and Storm Cover	Other included Events (with Storm or combined)	Optional Cover
AAMI	Separate	Storm Surge	
AHM	Separate	Rainwater	
AIG	Combined	Rainwater, Hail, Wind, Storm Surge	
Allianz	Separate	Cyclone, Rainwater, Run-off	Flood
ANZ	Combined	Rainwater, Wind, Cyclone, Storm Surge (with Flood)	
APIA	Separate	Storm Surge	
Aust Post	Combined	Cyclone, Storm Surge, Rain, Hail	
Aust Seniors	Combined	Rainwater	
Budget Direct	Separate	Rainwater, Surface Run-off Rainwater from Surrounding Areas, Wind damage (caused by storm or heavy rain), Escape of Rainwater	Flood
CGU	Combined	Rainwater, Wind	
Coles	Combined	Violent Wind, Thunderstorm, Tornado, Cyclone, Heavy Rain, Hail, Snow	
Comminsure	Separate		
Defence	Combined	Rain, Violent Wind Thunder, Heavy Rain, Tidal Wave, Action of the Sea, Cyclone, Snow, Hail	
Domain	Separate	Wind, Hail, Rainwater, Storm Surge	
GIO	Separate	Cyclone, Storm Surge	
HBF	Combined	Rainwater, Wind, Flood Surge	
Huddle	Separate	Rainwater	
ING	Separate	Rainwater, Surface Run-off Rainwater from Surrounding Areas, Wind damage (caused by storm or heavy rain), Escape of Rainwater	Flood
Kogan	Combined	Rainwater	
NRMA	Separate	Storm surge, Rainwater Run-off (with Flood)	
Qantas	Separate	Rainwater, Surface Run-off Rainwater from Surrounding Areas, Wind damage (caused by storm or heavy rain), Escape of Rainwater	Flood

Insurer	Flood and Storm Cover	Other included Events (with Storm or combined)	Optional Cover
QBE	Combined	Cyclone, Storm Surge, Rain, Hail	
RAA	Separate	Rainwater Run-off	
RAC	Separate		
RACQ	Separate	Cyclone; Water Run-off (with Flood), Storm Surge	
RACV	Separate	Storm + Violent Wind, Cyclone, Tornado, Rain, Hail, Snow, Thunderstorm Rainwater Run-off, Storm Surge (if excluded with Flood)	If seen as risk (by Insurer), Flood may be removed
Real	Combined	Rainwater	
SGIC	Separate	Violent Wind, Cyclone, Tornado, Rain, Hail, Snow, Sudden Excessive Run-off, Thunderstorm, Storm Surge	
St George	Separate	Cyclone, Hail, Wind, Snow, Rain Storm Surge (with Flood), Tsunami (with Flood)	
Suncorp	Separate	Storm Surge	
Virgin	Separate	Rainwater, Surface Run-off Rainwater from Surrounding Areas, Escape of Rainwater, Wind damage (caused by storm or heavy rain)	Flood
Westpac	Separate	Cyclone, Hail, Wind, Snow, Rain Storm Surge (with Flood), Tsunami (with Flood)	
Woolworths	Combined	Rainwater	
YOUI	Separate	Lightning, Wind, Hail, Snow, Storm Water Overflow	

Notes:

- Time limits vary and are not included in this table
- Soil movement including Landslide, Subsidence, Mudslide, Soil Movement and Erosion, and Earth movement are not included in this table

Appendix G: Plain Language Statement

What is this research about?

Insurance policies in Australia are often quite detailed, using a variety of terms that do not always mean the same thing or which can be vague and lack clarity. This can result in consumers being unaware or ill-informed when it comes to how they understand their insurance policies which can limit consumers' abilities to make informed comparisons between policies. In the end, this can lead consumers to purchase policies that may not be the best for them or do not cover what these consumers initially understood when they purchased the insurance policy.

We are inviting people to take part in focus groups that will help us learn how ordinary Australians understand various terms used in insurance policies.

Who is leading this research?

This research, funded by the Financial Rights Legal Centre, is led by a team of researchers in collaboration with Maddocks law firm. The team includes Dr. Diana Grace (psychological researcher), Dr. Michael Platow (psychological researcher), Katherine Armytage (Maddocks partner), and Emily Read (Maddocks associate). You will be working directly with Dr. Grace.

How many people will participate in this research?

Our goal is to recruit approximately 20 to 30 adults currently residing in Australia.

What will I do?

You will participate in a one-hour video-linked focus group with up to nine other people like yourself from across Australia, sharing your understanding of various insurance terms. In focus groups like these, there are definitely no right or wrong answers; the entire goal is to help us learn how people understand these terms.

Do I have to participate?

Your participation is completely voluntary. Of course, we are keen to have you share your thoughts on various insurance terms to help us achieve better outcomes for Australian insurance policy holders.

Are there any risks?

There are no known risks for participating in this research. Your information will be completely confidential as far as the law allows. While we hope to record the focus group, this recording will only be made available to the named researchers on this Statement, and will be deleted or destroyed once all relevant information is coded (in a de-identified way) for our research processes. Moreover, you will remain completely anonymous in all formal reports generated and/or published as part of the research.

What will happen to the information I provide?

The information you provide to us during the focus groups will be summarized into a final report

for the Financial Rights Legal Centre. Its goal is to use this report as part of its recommendations to the Australian Government in regards to proposed reforms to the Australian insurance industry for the development of a set of standard insurance policy terms. Ultimately, its goal is to facilitate consumers' abilities to make more informed decisions about the insurance policies they are purchasing.

The personal information that you provide as part of your involvement in the focus groups will be used for the purposes of informing the research report and will not be used for any other purpose. By taking part in the focus groups, you consent to your personal information being collected for the purposes of conducting the research.

As noted above, any recordings will be destroyed as soon as all relevant information is coded (in a deidentified way) for research processes. Written notes may be held by the research team and the Financial Rights Legal Centre for up to 12 months after the report has been finalised as a means of verifying the report's contents. We will handle your personal information in accordance with the Privacy Act 1988 (Cth). If you would like to change any personal information you have provided, or withdraw your consent to the collection and use of your personal information, you can do so at any time by contacting one of the email addresses below. For more information about how Maddocks handles personal information, or information about how to make any complaint, see <https://www.maddocks.com.au/privacy>.

Who will have access to the information I provide?

Only the research team will have access to the original information you provide. However, the report, incorporating summarized and de-identified information, may be made available to various representatives of the Australian government and the Australian insurance industry.

Can I find out about the outcomes of this research?

Yes. The research team will make available a brief summary of the final report to all focus group participants.

Who can I contact if I have questions?

If you have any questions about this research, you can contact:

About us and acknowledgements

ACKNOWLEDGEMENT OF COUNTRY

The Financial Rights Legal Centre acknowledges Aboriginal and Torres Strait Islander people as the traditional custodians of this land where we live, learn and work and pays respect to their Elders, past, present and future.

ABOUT FINANCIAL RIGHTS LEGAL CENTRE

The Financial Rights Legal Centre is a community legal centre that specialises in helping consumers understand and enforce their financial rights, especially low income and otherwise marginalised or vulnerable consumers.

We provide free and independent financial counselling, legal advice and representation to individuals about a broad range of financial issues.

Financial Rights is one of the services operating the National Debt Helpline, which helps consumers experiencing financial difficulties. We also operate the Insurance Law Service which provides advice nationally to consumers about insurance claims and debts to insurers, and the Mob Strong Debt Help services which assist Aboriginal and Torres Strait Islander Peoples with credit, debt and insurance matters.

National Debt Helpline: [1800 007 007](tel:1800007007)

Insurance Law Service: [1300 663 464](tel:1300663464)

Mob Strong Debt Help: [1800 808 488](tel:1800808488)

Monday - Friday | 9.30am - 4.30pm



Ecstra Foundation is a grant making charitable organisation committed to building the financial wellbeing of all Australians within a fair financial system.

Money matters. Ecstra is assisting Australians with resources and support to help them talk about money, to navigate through this crisis and to build future financial security.

We inform and support consumers, we engage with organisations across all sectors, we make grants to organisations to support and strengthen communities and we research, measure and evaluate outcomes to grow the evidence base of what works.

We also support community organisations on the financial frontline - those delivering direct support to Australians in financial need, but also those ensuring appropriate consumer protection frameworks and community knowledge of consumer rights and redress are available.

Ecstra works as part of the National Financial Capability Strategy led by the Australian Securities and Investments Commission (ASIC). Our initial funding, provided through the Community Benefit Payments scheme, means we will always place consumers at the centre of our work.

ABOUT THE AUTHORS

Diana Grace

Diana Grace earned her Ph.D. in psychology from the Australian National University. She was an Australian Research Council Post-Doctoral Fellow, and has held psychology lecturing and research positions at the University of Melbourne, the Australian National University, and the University of Canberra. Prior to completing her Ph.D., she held a research position in the School of Linguistics and Macquarie University. While at the University of Canberra, she held a research position in the Chancelry's *Widening Participation* division, during which she sought to identify means to enhance equity in university access from traditionally underrepresented populations.

In her own research program, Dr. Grace has led and conducted both quantitative and qualitative published research on intergroup relations, gender, social influence, leadership, education, and Indigenous psychology. She has been invited to contribute her work to several edited books, has held important roles in international conference organization, and is a highly-respected teacher and recipient of citation for teaching excellence. With colleagues, she has won a series of independent competitive grants, including from the Australian Research Council and the National Centre for Student Equity in Higher Education. She currently works as an independent behavioural-research consultant.

Michael Platow

Michael Platow is a professor of psychology at the Australian National University, and a Fellow of the *Academy of Social Sciences in Australia*. He has published widely on leadership and influence; justice, fairness, and trust; intergroup relations; and education. He has received over a million dollars from the Australian Research Council to study these processes. The first edition of his co-authored book, *The New Psychology of Leadership (2020)* was winner of the University of San Diego Outstanding Leadership Book Award, and has been translated into two other languages. He has delivered several invited, keynote addresses, and has lectured to the Australian Commonwealth Defence College and to the Attorney General's Course on Counter-Terrorism.

Professor Platow has over 30 years of experience teaching at universities in Australia and overseas. His outstanding teaching has been recognized through his receipt of university and national awards, including a Department of Education and Training *Award for University Teaching*. He has held several leadership positions, including the role of the Australian National University Associate Director (Science Education). He is past-president of the *Society of Australasian Social Psychologists* and the *International Society for Justice Research*. He is also a former Associate Editor of the international journal *Social Psychology and Personality Science*.



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