

UniLodge

Contents Insurance

Product Disclosure Statement



This policy is underwritten and issued by XL CATLIN



General exclusions applying to this Policy

This Policy excludes loss, damage, destruction, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination .

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

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

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

Contents cover

Your certificate of currency details the coverage provided by this Insurance.

Your specified valuables, as declared to Us, will be held on file by Unilodge Australia Pty Ltd.

What contents means

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

whilst contained within your private room on the campus.

What contents does not mean

1. fish, birds or animals of any description

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

What you are insured against

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

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

<p>(d) Earthquake or tsunami</p> <p>All destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one insured event</p>	<p>The first AUD 200 for earthquake or tsunami damage</p> <p>Tsunami' means a sea wave caused by a disturbance of the ocean floor or by seismic movement</p>
<p>(e) Theft</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • theft by any person who is living at the site unless there is evidence that your home has been entered .forcibly and violently • theft of cash or negotiable securities unless there is evidence that your home has been entered forcibly and violently
<p>(f) Malicious acts</p>	<p>Loss or damage intentionally caused by: you, your family, or your family visitors, a tenant, or tenant visitors</p>
<p>(g) Riot or civil commotion</p>	
<p>(h) Bursting, leaking, discharging or overflowing of fixed basins, shower bases, or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind</p> <p>If we accept a claim we will also pay the reasonable costs of locating the cause of the damage, and the costs of reinstating the property damaged or disturbed in the course of work</p>	<p>Loss or damage which:</p> <ul style="list-style-type: none"> • occurs gradually over time • results from water escaping from a shower base not fitted with a tray or water proof membrane • is caused by the porous condition of any tiles, grouting or sealant <p>repair or replacement of the apparatus, tank or pipe itself</p>
<p>Impact by:</p> <ul style="list-style-type: none"> • A vehicle, an aircraft or a water-borne craft • Space debris or debris from an aircraft, rocket or satellite • An animal • A falling tree or part of a tree • A mast or a television or radio aerial that has broken or collapsed. <p>'Impact' means a collision of 2 or more objects</p>	<ul style="list-style-type: none"> • An animal kept at the site • Felling or lopping trees at the site

<p>(j) Breakage of:</p> <ul style="list-style-type: none"> • Glass forming part of an item of furniture, or, domestic telephones 	<p>Damage to any property other than the broken glass or ceramic material shower base, basin, sink, lavatory pan, cistern or telephone</p> <ul style="list-style-type: none"> • Any item that is chipped or scratched • Glass in a picture frame, or clock • Glass in television sets, radios, VDU's or any other computer or electrical equipment • Glassware, crystal or ornaments • Mobile cellular telephones
<p>k) Fusion in an electric motor</p> <p>We will pay the cost of rewinding the motor, or, at our option, replacing it.</p> <p>'Fusion' is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by electric current</p> <p>You will have to contribute towards the total cost of repair or replacement including labour charges as follows:</p> <ul style="list-style-type: none"> • Motors up to 10 years from the date of purchase when new or rewinding - no contribution <p>For each additional year - 20% per year. In no case will your contribution exceed 90% after applying the excess</p>	<p>Motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding</p> <p>Repair or replacement of additional parts or service items</p>
<p>(l) If this Policy insures your contents we also pay for spoilage of food in domestic refrigerators or freezers at the site caused by:</p> <ul style="list-style-type: none"> • Breakdown of the refrigerator or freezer • Failure of the electricity supply to the home 	<p>Spoilage as a result of:</p> <ul style="list-style-type: none"> • Strikes • Switching off or disconnecting the Electricity supply

How and how much we will pay for loss or damage

Contents:

At our option we

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

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

(a) Works of art, pictures, tapestries, rugs, antiques	AUD 500 per item and AUD1,250 in total for each resident
(b) Items of jewellery, gold or silver articles, furs, watches, photo-graphic equipment including video cameras, sporting equipment, collections of any kind	AUD 500 per item or collection and AUD 1,250 in total for each resident
(c) Bicycles	AUD 500 for each resident
(d) Cash, treasury notes, savings certificates, stamps, money orders, and other negotiable instruments bullion or documents	AUD 200 for each resident

Floor coverings, blinds and curtains

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

Pairs, sets and collections

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

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

Excess

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

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

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

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

Additional benefits

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

1. Illegal use of credit card or financial transaction card

If this Policy insures your contents and a credit card or financial transaction card is lost or stolen, we pay up to AUD 200 towards any legal liability you incur from its unauthorised use. We do not pay if:

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

2. Loss of rent or temporary accommodation

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

We pay up to AUD 2,000 for each resident.

What you are not insured against (applies to Contents)

You are not insured against:

- (a) loss or damage intentionally caused by you or a member of your family or a person acting with your or their consent
- (b) loss or damage resulting from or caused by:
 1. the lawful seizure, confiscation, nationalisation or requisition of the property insured
 2. destruction of or damage to property by a government or public or local authority
 3. inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
 4. wear, tear, rust, corrosion, depreciation or gradual deterioration
 5. fungus, mildew, algae, atmospheric or climatic conditions (other than storm)
 6. settling, shrinkage or expansion in buildings, foundations, walls or pavements

7. the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair
8. damage to swimming pools or similar structures caused by hydrostatic pressure
9. mechanical, electrical or electronic breakdown where fusion does not occur
10. loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error
11. any consequential loss other than that specifically provided by this Policy
12. any process of cleaning involving the use of chemicals
13. vermin, insects, wildlife
14. tree roots
15. erosion, subsidence, landslide or earth movement other than as a direct result of one of the following insured events:
 - storm
 - earthquake or tsunami
 - escaping liquid

and occurring no more than 24 hours after the event
16. the action of the sea, high water, tidal wave

(c) Loss or damage to sporting equipment while in use or play.

Legal liability

What you are insured against.

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

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

resulting from an occurrence during the period of insurance .

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

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

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

Additional benefit - motor vehicle liability

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

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

We also insure you against claims for:

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

We do not insure you:

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

What you are not insured against

(applies to Legal liability and Motor vehicle liability)

We do not insure you against liabilities arising from:

1. any liability arising out of any agreement unless liability would have attached to you if that agreement did not exist
2. death of or bodily injury to you or to any person who normally lives with you
3. death of or bodily injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment
4. damage to property belonging to you or any person who normally lives with you or to your or their employees
5. any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
6. the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 3 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower
7. the conduct of any activity carried on by you or your family for reward except part time casual babysitting or letting the home for domestic purposes
8. vibration or the weakening of, removal of or interference with support to land, buildings or other property

9. construction or demolition of a building, including the home if the value of the work exceeds AUD 50,000
10. death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family
11. the ownership of land, buildings or structures other than the home insured by this Policy
12. loss, damage or injury intentionally caused by you or a person acting with your or their consent
13. the lawful seizure, confiscation, nationalisation or requisition of the property insured
14. destruction of or damage to property by any government or public or local authority
15. the ownership or use of any motor vehicle other than the cover given by the Additional benefit - motor vehicle liability.

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

General conditions

Changes

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

Cancellation

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

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

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

Care and maintenance

If you do not take reasonable care to:

- protect and maintain the property insured
- prevent damage or injury to others or their property
- minimise the cost of any claim under this Policy, or
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

Claims

What you must do

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

- take all reasonable precautions to prevent further loss, damage or liability

- notify the police immediately if any of your property is lost, stolen, or maliciously or intentionally damaged
- tell Risksmart, our claims manager, as soon as possible. You will be provided with a claim form and advice on the procedure to follow
- supply Risksmart with all information we require to settle or defend the claim
- notify Risksmart of any other insurance covering the same loss, damage or liability
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person.

Risksmart Claims Management Contact Information:

Address: Level 5, 35 Clarence Street
Sydney
NSW 2000

Phone: 02 9299 0767

E-mail: poppyf@risksmartclaims.com.au

What you must not do

You must not:

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

What we do

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

What can affect a claim

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

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

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

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

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

Memoranda attaching to and forming part of the Policy Wording

SPORTING EQUIPMENT EXCLUSION

This Insurance excludes liability arising out of loss of or damage to sporting equipment while in use or play.

LAPTOPS

It is noted and agreed that in respect of loss of or damage to laptops Insurers shall not be liable for more than two claims per lodging student during any one policy period.

BOND/ DEPOSIT CONDITION

It is noted and agreed that no cover is given under this insurance until such time as the Insured has paid their rental bond/ deposit to Unilodge in full.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100

GENERAL INSURANCE CODE OF PRACTICE

This Insurance does not comply with the Insurance Council of Australia's General Insurance Code of Practice.

LMA5137
20 March 2009

Form approved by Lloyd's Market Association

All Memoranda are subject otherwise to the terms, conditions and exclusions of the Policy. Summary wording is to reflect the Master Wording and not to replace it.