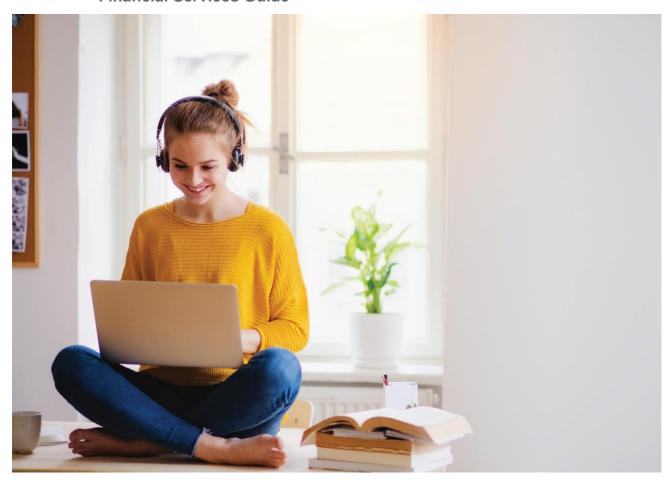


# UniLodge

# **Group Contents Insurance**

Combined Product Disclosure Statement, Policy Terms & Conditions and Financial Services Guide



QUA UL 020 v 4.1 01/07/2021

Please retain this booklet for your future reference.
If you have any questions, wish to make a claim or require any assistance with this insurance, contact Quantum Underwriting
Agencies at:
Unit 2, 10 Cassowary Bend, Eaton, Western Australia 6232 1300 974 095
reception@qua.net.au claims@qua.net.au
This PDS is proposed and authorised for distribution by the insurer on 1 July 2021
This PDS is prepared and authorised for distribution by the <i>insurer</i> on 1 July 2021
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# INTRODUCTION

There are a number of sections in this booklet which relate to this UniLodge group contents policy.

You should read all of the sections in this booklet carefully before making any decision relating to this policy. Keep this booklet in a safe place for future reference.

#### Part A - Product Disclosure Statement (PDS)

The PDS is designed to help *you* understand the insurance cover so that *you* can decide whether to hold this policy and make decisions relating to it. The PDS describes the main features and benefits of the insurance, the cost of the insurance, our internal and external complaints procedures, *your* duty of disclosure and *your* cooling off rights. It also contains *our* privacy statement. The *insurer* is responsible for the content in this Part of the booklet.

We may need to update this PDS from time to time if certain changes occur and where required by law. If the change is material, the *Group Policyholder* will provide *you* with a new PDS or supplementary PDS.

This PDS has been lodged with ASIC. Please note that ASIC takes no responsibility for the content of the document.

#### Part B - Policy Terms and Conditions

We encourage you to read the Policy Terms and Conditions to fully understand the insurance cover (including the terms, conditions, exclusions and limitations that apply to the insurance).

The Policy Terms and Conditions are the terms on which the insurer has agreed to insure you as a covered party under the UniLodge group policy. It also contains a description of the things that are not covered and the restrictions, limitations and conditions for accessing cover. The *insurer* is responsible for the content in this Part of the booklet.

A word or expression that is italicised in this booklet means it has a special meaning. You will find that meaning in the Definitions on page 16. When you become a covered party, we will issue you with evidence of cover and this needs to be read with the Policy Terms and Conditions (in Part B). Your evidence of cover includes important information such as the standard excess you pay when you make a claim.

If you need to change the cover at any time, contact us and we will make changes by adding what is called an endorsement. You will find any endorsements that apply to the policy printed on the evidence of cover.

When you are eligible for the insurance, we also give you a Key Facts Sheet, which is an overview of the maximum level of cover and key events that are provided under this policy.

#### Part C - Financial Services Guide (FSG)

The FSG contains important information about the services provided by *Quantum*, how they are paid, the relationship they have with the *insurer* and others, how to make a complaint about their services and the compensation arrangements including professional indemnity arrangements. *Quantum* is responsible for the content in this Part of the booklet.

Any advice contained in this booklet is general only and does not take into account *your* individual objectives, financial situation or needs. Before acting on this, *you* should consider the appropriateness of it having regard to *your* individual objectives, financial situation and needs.

## PART A – PRODUCT DISCLOSURE STATEMENT

#### How this Group Policy is arranged

This insurance policy is held by UniLodge as the *Group Policyholder*. As a benefit to its residents, UniLodge Australia provides you cover under this Group Contents insurance policy as *covered party*. Quantum Underwriting Agencies Pty Ltd (*Quantum*) administer the scheme on behalf of UniLodge.

As a covered party you cannot vary the policy, only the *Group Policyholder* can do this. You are not obliged to accept any of the benefits of this insurance. If you make a claim under this policy as a covered party, you will have the same obligations to us as if you were the *Group Policyholder*. We have the same rights against a covered party as we would against the *Group Policyholder*.

You may wish to obtain advice as to whether the cover afforded by this insurance is appropriate or useful for your personal circumstances and needs. No advice will be provided by us as to this policy's suitability. There is nothing to prevent you from entering into other insurance arrangements as you see fit.

#### Quantum Underwriting Agencies and the insurer

The PDS has been prepared by Quantum as the agent of the *insurer*. The *insurer* is certain underwriters at Lloyd's of London. The *insurer* is financially liable for any claims that come within the Policy Terms and Conditions. Lloyd's of London is regulated under the Insurance Act 1973 (Cth). Quantum has a binding authority to issue a policy to the *Group Policyholder* acting as an agent of the *insurer*, and subject to agreed limits of authority.

Quantum is a corporate authorised representative (CAR No 328372) of Quantum Insurance Holdings Pty Ltd which holds an Australian financial services licence (AFSL number: 451134). Quantum does not provide any advice on the insurance to *you* and when issuing policies or handling insurance claims, it does not act for *you* or on *your* behalf. More information about the services it provides can be found in Part C of this booklet.

#### **Main Features and Benefits**

This insurance provides financial protection for damage to *your contents* caused directly by any of the insured events set out in the table on pages 7, 8 and 9 and occurring during the *period of insurance*.

There are additional benefits with the *contents* cover. For example, legal liability. loss of rent and cover for illegal credit card transactions following theft of loss of *contents*. More information about these benefits are on page 13.

#### **Understanding the Limits of the Insurance**

There are some events that are not covered at all by this policy. For example, damage or loss to *contents* which is caused by an *act of terrorism* or a *flood*. More details about the excluded events can be found in the Terms and Conditions on pages 7,8 and 9.

There are also some objects and things that the *insurer* will never insure. Review the definition of *contents* on page 16 carefully to understand exactly what is covered and when. Importantly, if *your contents* are not stored or kept within *your accommodation on campus*, they will not be covered by this policy. More information is on page 7.

The maximum benefit provided under this policy will be the sum insured shown on *your evidence of cover*. The *insurer* will not pay more than this amount. There are also some further restrictions on the maximum amounts paid for loss or damage to certain items. For example, items like artwork, rugs, jewellery, watches, cameras, bicycles and cash. There are some restrictions on the number of claims that can be made for loss or damage to laptops, tablets and mobile devices. More information is on page 12.

#### **Your Duty of Disclosure**

Before you enter into an insurance contract, Quantum will ask you questions that are relevant to the <u>insurer's</u> decision to insure you and on what terms. This is your duty of disclosure. You have this duty which at the time of making your application and until you are covered by the policy for the first time. It also applies whenever you renew, extend, vary or reinstate the insurance.

What You Must Tell Us – If we ask you questions, you must be honest and tell us anything that you know, and which a reasonable person in the circumstances, would include in answer to the question.

If You Do Not Tell Us - If you do not answer our questions in this way, the *insurer* may reduce or refuse to pay a claim, or cancel *your* insurance. If *you* answer the questions fraudulently, the *insurer* may refuse to pay a claim and treat *your* insurance as if it never existed.

#### **Costs of this Insurance**

The cost of this insurance is borne by the *Group Policyholder*.

You are required to pay an excess when you make a claim. Your excess is shown in your evidence of cover and there is an additional excess for claims involving earthquake or tsunami events. There are also contribution payments that must be made by you for certain claims like fusion, this is to cover labour costs and it is required to keep this policy more affordable.

#### 30 Day Cooling Off Period

You have a full 30 days from the commencement of the *period of insurance* to make sure you are happy with every aspect of this policy. This is known as the "cooling off" period.

During this time you may cancel the policy simply by contacting the Group Policyholder.

You cannot return this policy if you have made a claim within the 30 day cooling off period. After the cooling off period ends you continue to be able to cancel your policy at any time by notifying us. These rights are set out in on pages 14 and 15.

#### **Your Privacy**

We are committed to compliance with the Privacy Act 1988 (Cth). We use your personal information to provide you with this insurance, and to assess and manage claims. Your information is collected by us and by our service providers. If you don't provide full information we may not be able to provide you with insurance or assess a claim.

We will provide your information to the *insurer*, and to third party providers who are assisting with claims and the assessment of your claim and they will be organisations that are regulated by the Privacy Act 1988 (Cth).

Our Privacy Policy contains information about how you can access the information we hold about you, ask us to correct it or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone 1300 974 095, email <a href="mailto:reception@qua.net.au">reception@qua.net.au</a> or by visiting our website (www.qua.net.au).

#### **General Insurance Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit <a href="https://www.codeofpractice.com.au">www.codeofpractice.com.au</a>.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to <a href="https://www.insurancecode.org.au">www.insurancecode.org.au</a>

#### **Complaints and disputes**

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Quantum Underwriting Agencies Pty Ltd in the first instance:

The Complaints Officer
Quantum Underwriting Agencies Pty Ltd
Unit 2 10 Cassowary Bend, Eaton WA 6232
Phone: 1300 974 095

Email: complaints@qua.net.au

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited Email: <u>idraustralia@lloyds.com</u> Telephone: (02) 8298 0783

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

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia Suite 1603 Level 16 1 Macquarie Place Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

# **SECTION B – POLICY TERMS AND CONDITIONS**

#### **INSURING CLAUSE**

#### What you are insured for

You are insured for loss or damage to your contents which occurs during the period of insurance. You are covered whilst the contents are in your accommodation on campus and where the loss or damage is caused directly by any of the insured events in the table below.

There are also some limits and exclusions and these are shown in the table below (see right hand column) and also on page 12. When you make a claim, you must pay the excess shown on the evidence of cover and any additional excess that applies (see below).

Insured events include:	But do not include:
Fire or explosion	Loss or damage caused by:  deliberate application of heat scorching, melting or charring
Storm or rainwater	<ul> <li>storm, rainwater or wind damage to trees, shrubs or plants.</li> <li>storm, rainwater or wind damage to retaining walls, free standing walls, fences or gates not constructed of brick, concrete, masonry or stone (except in Queensland &amp; Western Australia).</li> <li>flood.</li> <li>the action of the sea, high water, tidal wave.</li> <li>water seeping through a wall or floor.</li> <li>mildew, algae.</li> <li>atmospheric or climatic conditions other than storm.</li> <li>water entering the site or building through an opening made for the purpose of alterations, additions, renovations or repair.</li> </ul>
Lightning or thunderbolt	Loss or damage caused by fluctuations in the power supply unless there is evidence of a lightning strike.
Earthquake or <i>tsunami</i> Important note For details of the applicable <i>excess</i> and other important information about claims involving earthquake or <i>tsunami</i> , read the section in page 10.	

Insured events include:	But do not include:
Theft	<ul> <li>Loss or damage caused by:         <ul> <li>theft by any person who is living in the same building where your private room is located unless there is evidence that your private room has been entered forcibly and violently.</li> <li>theft of cash or negotiable securities unless there is evidence that your private room has been entered forcibly and violently.</li> <li>theft of bicycles unless contained in your private room or securely locked to a fixed point within a dedicated bicycle storage room at your accommodation on campus.</li> </ul> </li> </ul>
Malicious acts	Loss or damage intentionally caused by you, your family, or your family visitors.
Riot or civil commotion	
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 (including the reasonable costs of locating the cause of the damage, and the costs of reinstating the property damaged or disturbed in the course of work).	Loss or damage which:  coccurs 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. is caused by repair or replacement of the apparatus, tank or pipe itself.
Impact by:  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.	Loss or damage caused directly or indirectly by:  an animal kept at your accommodation on campus.  felling or lopping trees at or near where your accommodation on campus is located.
Breakage of glass forming part of an item of furniture, or domestic telephones.	<ul> <li>the broken glass or ceramic material in a shower base, basin, sink, lavatory pan, cistern or telephone.</li> <li>any item that is chipped or scratched.</li> <li>glass in a picture frame, or clock.</li> <li>glass in television sets, radios, VDU's or any other computer or electrical equipment.</li> <li>glassware, crystal or ornaments.</li> <li>mobile cellular telephones.</li> </ul>

Insured events include:	But do not include:
<ul> <li>Fusion in an electric motor</li> <li>Important Note for fusion benefit</li> <li>We will pay the cost of rewinding the motor, or, at our option, replacing it.</li> <li>You will have to contribute towards the total cost of repair or replacement including labour charges as follows:         <ul> <li>motors up to 10 years from the date of purchase when new or rewinding - \$0.</li> <li>for each additional year - 20% per year. In no case will your contribution exceed 90% after applying the excess.</li> </ul> </li> </ul>	motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding.     repair or replacement of additional parts or service items.
Spoilage of food domestic refrigerators or freezers at the site caused by:  breakdown of the refrigerator or freezer; failure of the electricity supply to the home.	Spoilage as a result of:  strikes; switching off or disconnecting the electricity supply.

#### **EXCESS**

We deduct an excess from the amount of your claim. For claims relating to contents the excess is \$250 for each and every loss and for Legal Liability claims the excess is \$1000 for each occurrence. For earthquake or tsunami claims, there is an additional excess of \$250. All loss, destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one event.

#### **GENERAL EXCLUSIONS**

#### What you are not insured for

You are not insured for 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.
- b. any *act 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.
- 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.

You are not insured against:

d. loss or damage intentionally caused by *you* or a member of *your* family or a person acting with *your* or their consent;

- e. loss or damage resulting from or caused by:
  - the lawful seizure, confiscation, nationalisation or requisition of your contents;
  - destruction of or damage to property by a government or public or local authority;
  - inherent defects, structural defects, faulty workmanship, faulty design or any gradual process;
  - wear, tear, rust, corrosion, depreciation or gradual deterioration;
  - fungus, mildew, algae, atmospheric or climatic conditions (other than storm);
  - settling, shrinkage or expansion in buildings, foundations, walls or pavements;
  - the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair;
  - damage caused by swimming pools or similar structures caused by hydrostatic pressure;
  - mechanical, electrical or electronic breakdown where fusion does not occur;
  - loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error;
  - any consequential loss other than that specifically provided by this policy;
  - any process of cleaning involving the use of chemicals;
  - vermin, insects, wildlife;
  - tree roots;
  - erosion, subsidence, landslide or earth movement unless it is a direct result of one of the following insured events including storm, earthquake or tsunami, escaping liquid and occurring no more than 48 hours after the event;
  - the action of the sea, high water, tidal wave;
  - loss or damage to sporting equipment while in use or play.
- f. liabilities under any Additional Benefits on page 13 for claims arising from:
  - any liability arising out of any agreement unless liability would have attached to you if that agreement did not exist;
  - death of or bodily injury to you or to any person who normally lives with you;
  - death of or bodily injury to anyone employed by you if the death or injury arises out of their employment;
  - damage to property belonging to *you* or any person who normally lives with *you* or to *your* or their employees;
  - any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme;
  - 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;
  - 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;

- vibration or the weakening of, removal of or interference with support to land, buildings or other property;
- construction or demolition of a building, including the home if the value of the work exceeds \$50,000;
- death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family;
- the ownership of land, buildings or structures other than the home insured by this policy;
- loss, damage or injury intentionally caused by you or a person acting with your or their consent;
- the lawful seizure, confiscation, nationalisation or requisition of the property insured;
- destruction of or damage to property by any government or public or local authority;
- the ownership or use of any motor vehicle other than the cover given by the Additional Benefit Motor vehicle liability;
- fines, penalties, or punitive, aggravated or exemplary damages.

The *insurer* is not liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that *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.

#### **LIMITS ON CLAIMS AND SUMS INSURED**

#### How and how much we will pay for loss or damage to contents

At the insurer's option, we will:

- repair or replace the lost or damaged item, or
- pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
- pay you compensation in an amount up to the sum insured (subject to any sub-limits that apply as stated below).

# Restrictions on claims or the amount paid

The maximum amount that we pay for the following claims is:

Works of art, pictures, tapestries, rugs and antiques	\$1,000 per item and \$2,500 in total for all claims during the <i>period of insurance</i> .
Items of jewellery, gold or silver articles, furs, watches, photo-graphic equipment including video cameras, sporting equipment, and collections of any kind	\$ 1,000 per item or collection and \$2,500 in total for all claims during the <i>period of insurance</i> .
Bicycle	\$2,000 for any and all claims during the <i>period of</i> insurance.
Cash, treasury notes, savings certificates, stamps, money orders, and other negotiable instruments bullion or documents	\$200 for any and all claims during the <i>period of insurance</i> .
Laptops, tablets and mobile devices including mobile phones	Two claims during any one period of insurance.
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.

#### **ADDITIONAL BENEFITS**

All of the Additional Benefits in this section of the policy are subject to the General Exclusions which appear on pages 9,10 and 11.

#### 1. Illegal use of credit card or financial transaction card

If we pay a claim for loss or damage to *your contents* and a credit card, debit card or other stored value/financial transaction card is lost or stolen, we will pay *you* compensation of up to \$500 during the *period* of *insurance* to meet any legal liability *you* incur from its unauthorised use and no more than the sum insured on the *evidence of cover* for all *contents* claims made during the *period of insurance*-

We do not pay a claim if:

- the card does not belong to you;
- you have not complied with the card issuer's requirements; or
- the unauthorised user of the card is someone *you* know including a relative, invitees, visitor or other person living at *your accommodation on campus*.

#### 2. Loss of rent or temporary accommodation

If the building in which *your private room* is located is severely damaged by an insured event described on pages 7, 8 or 9 and the building is not habitable, *we* will pay *you* compensation for increased living costs and additional rent of up to \$2,000 during the *period of insurance* and no more than the sum insured on the *evidence of cover* for all *contents* claims made during the *period of insurance*.

# 3. Legal Liability

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*, up to the amount shown as the sum insured for legal liability on the *evidence of cover* for any one occurrence during the *period of insurance*. In addition to this amount *we* pay legal costs which *we* approve.

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

#### **GENERAL CONDITIONS**

#### Changes

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

#### Cancellation

You may cancel this Policy at any time by notifying us in writing. We will 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 including for a breach of the duty of good faith, failure by you to pay premiums or failure to comply with other policy conditions or the law including the duty of disclosure. When we cancel the policy, 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 and we may decline to pay a claim if an instalment of premium remains unpaid for at least 14 days from the date when it became due for payment.

#### Care and maintenance

If you do not take reasonable care to:

- protect and maintain the contents insured
- prevent damage or injury to others or their contents
- 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 the part of the claim that fairly represents the extent to which the *insurer*'s interest have been prejudiced by a failure to comply with these policy conditions.

#### Claims

#### What you must do

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

- take all reasonable precautions to prevent further loss, damage or liability.
- notify the police immediately if any of your property is lost, stolen, or maliciously or intentionally damaged.
- tell us, as soon as possible. You will be provided with a claim form and advice on the procedure to follow.
- supply us with all information we require to settle or defend the claim.
- notify us of any other insurance covering the same loss, damage or liability.
- co-operate with *us* fully in any action *we* take if *we* have a right to recover any money payable under this policy from any other person where *we* are permitted to do so by law.

#### 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; or
- 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 evidence of cover and as described in these Terms and Conditions.

We may refuse to pay a claim or reduce what we pay for 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 evidence of cover.

We pay only once for loss or damage from the same event to *contents* 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.

#### **DEFINITIONS**

accommodation on campus means the private room occupied by you and extends to include:

- a. common areas within the same building; and
- b. any dedicated bicycle storage rooms allocated to you at the site.

act of terrorism means an act, including but not limited to the use of and/or the threat of force or violence by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, 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.

**contents** means all household goods and personal effects within *your accommodation on campus* which belong to *you* or for whose loss or damage *you* are legally liable including:

- a. landlord's fixtures and fittings for which *you* are legally liable and fixtures and fittings installed by *you* for *your* own use;
- b. motorised wheelchairs which do not require registration; and
- c. canoes, surfboards, surf skis or sailboards and any watercraft not exceeding 3 metres in length and 10 horsepower.

#### It does not include:

- d. fish, birds or animals of any description;
- e. trees, shrubs and any other plant life (other than pot plants);
- f. any caravan or trailer;
- g. motorised vehicles other than those described in (c) above;
- h. watercraft other than those described in in (d) above;
- i. aircraft or their accessories (other than a non-pilotable model aircraft);
- j. 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;
- k. photographic and video equipment and musical instruments or musical equipment used for earning income;
- I. any property illegally in *your* possession;
- m. commercial or retail trade stock; or
- n. any personal items belonging to *you* whilst contained or stored in any other building or common area away from *your* private *accommodation on campus*.

covered party means the person named on the evidence of cover and being a resident at a UniLodge Australia property.

**excess** means the first amount of any claim which *you* must pay and this amount is shown on *your evidence of cover*. It also includes any special excesses apply for earthquake or *tsunami* events (see page 9).

**flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of a lake, river, creek, reservoir, canal, dam, reservoir or other natural watercourse (whether or not it has been altered or modified).

**fusion** means 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.

group policyholder means UniLodge Australia

insurer means certain underwriters at Lloyd's of London.

period of insurance means the period between the effective date and the expiry date as stated on the evidence of cover.

private room means the room, unit or apartment leased to you under your agreement with UniLodge.

evidence of cover means the document issued by us at the time the policy commences.

tsunami means a sea wave caused by a disturbance of the ocean floor or by seismic movement.

we, us, our or Quantum means Quantum Underwriting Agencies Pty Ltd, ABN 68 131 910 542 acting as agent of the insurer.

you, your means the person named in the evidence of cover as the covered party.

#### **ENDORSEMENTS**

#### **Communicable Disease Exclusion (for use on liability policies)**

- 1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
- 3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396 17 April 2020

# Part C - Financial Services Guide (FSG)

This FSG provides you with information about the financial services that Quantum provides in relation to this policy to help you decide whether or not to use those services as well as information on how they are remunerated in relation to the services, how we deal with complaints and how we can be contacted.

This policy is promoted and issued by *Quantum* on behalf of the *insurer* Full contact details for *Quantum* is set out on page 2 of this booklet.

#### **About Quantum**

Quantum Underwriting Agencies Pty Ltd ABN 68 131 910 542 is a Corporate Authorised Representative (No 328 372) of Quantum Insurance Holdings Pty Ltd ABN 71 163 019 Australian Financial Services Licensee (AFSL No: 451134) authorised to provide advice and deal in general insurance products. Certain underwriters at Lloyd's of London are the insurer of the policy and have granted binding authority to *Quantum* to issue policies and handle claims. Quantum does not provide personal advice and does not act for *you*.

#### Lack of Independence

Quantum Underwriting Agencies is not independent, impartial or unbiased because we are the issuer of the financial products that we provide advice on.

#### How Quantum is paid for its services?

*Quantum* may receive a commission of up to 27.5% of the net premium (this is the premium less any taxes and statutory charges) for the service of issuing the policies. This commission is used by *Quantum* to cover costs associated with the marketing and distribution of this product to *you*.

The staff at *Quantum* receive a salary including any bonuses based on their performance. These payments are not an additional charge to *you* and are not in addition to the cost of *your* premium.

Quantum may receive administration fees together with a portion of the underwriting profit, if any, for placing this policy and administering claims.

You may request further particulars about the above remuneration (including commission) or other benefits from Quantum; however, the request must be made within a reasonable time after you have been given this booklet and before the relevant financial service has been provided to you. Contact Quantum using the contact details on page 2.

#### **Compensation Arrangements**

The Corporations Act 2001 (Cth) requires *Quantum* to have arrangements for compensating retail clients for losses they suffer arising from the financial services provided by *Quantum* or its representatives.

#### Your privacy

Refer to the "Your Privacy" section on page 5 of the PDS for further information on what we do with your information. A copy of Quantum's Privacy Policy is available on www.qua.net.au

#### How are complaints resolved?

Refer to the "Dispute Resolution" section on pages 5 and 6 of the PDS for further information on how *your* complaint is dealt with.

## **Electronic Delivery of Disclosure Notices.**

Please note that where possible we prefer to provide all correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically, via email or links to websites etc. If you have provided your email address to us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us and we will update our records accordingly.

#### Authorised for issue

This FSG was prepared and authorised on 1 July 2021 by Quantum Insurance Holdings Pty Ltd Unit 2, Eaton House, 10 Cassowary Bend, Eaton, WA 6232

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