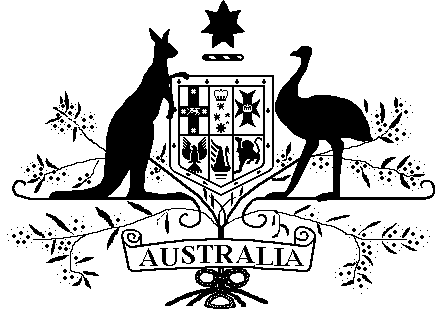
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**Australian Government**

**Defence Service Homes Insurance Scheme (Statement of Conditions) Variation 2019**

Instrument 2019 No. M27

|  |
| --- |
| I, Mark Cormack, delegate for the Minister for Veterans and Defence Personnel, under section 38A of the *Defence Service Homes Act 1918*, by this notice to the Secretary of the Department of Veterans’ Affairs, make the following variations to the Statement of Conditions.  Dated this 24th day of June 2019.  Mark Cormack  **MARK CORMACK**  Deputy Secretary Policy and Programs  Delegate for the Minister for Veterans and Defence Personnel |

**1 Name**

This instrument is the *Defence Service Homes Insurance Scheme (Statement of Conditions) Variation 2019*.

**2 Commencement**

This instrument commences on 1 July 2019.

3 Authority

This instrument is made under section 38A of the *Defence Service Homes Act 1918.*

**4 Revocation**

The *Defence Service Homes Insurance Scheme (Statement of Conditions) Variation 2016* (F2016L00553) is revoked.

5 Saving

If:

1. immediately before the commencement of this instrument, a person had a right to a payment under the Statement of Conditions in force under the *Defence Service Homes Act 1918*; and
2. on the commencement of this instrument the payment had not been made;

the right to the payment continues on and after the commencement of this instrument until the payment is made.

Note: Subsection 38A(4) of the *Defence Service Homes Act 1918* provides that the Minister must not vary the Statement of Conditions so as to remove the right of a person to receive a payment to which the person had become entitled before the variation.

**6 Schedule**

On and after the commencement of this instrument, the Statement of Conditions set out in the Schedule applies for the purposes of Part VI of the *Defence Service Homes Act 1918*.

**Schedule**

**STATEMENT OF CONDITIONS**

**PART 1 LOSS OR DAMAGE TO YOUR HOME**

**The events we insure you for**

We only insure you if the loss or damage to the home:

* is caused by one or more of the 13 events we list below,
* happens in the period of insurance, and
* is not excluded either by the specific exclusions we list in this section under ‘What we do not insure you for’, any of the General Exclusions we list in Part 7, or any exclusions listed on your certificate.

**1 Fire**

**What we insure you for**

We insure you for loss or damage to the home caused by fire (including bushfire).

**What we do not insure you for**

We do not insure you for loss or damage to the home that is caused by burning or heat, if that happens without flames.

**2 Explosion**

**What we insure you for**

We insure you for loss or damage to the home caused by explosion.

**3 Lightning or thunderbolt**

**What we insure you for**

We insure you for loss or damage to the home caused by lightning or thunderbolt.

**4 Earthquake**

**What we insure you for**

We insure you for loss or damage to the home caused by earthquake.

You must pay the first $200 of each claim we agree to pay for loss or damage caused in an earthquake event. An earthquake event begins with the first earthquake and ends 48 hours after that. If there is another earthquake outside this 48 hour period, it begins a new earthquake event. You must pay another $200 if we agree to pay your claim for loss or damage that happens in a new earthquake event.

**5 Flood or action of the sea**

**What we insure you for**

We insure you for 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.

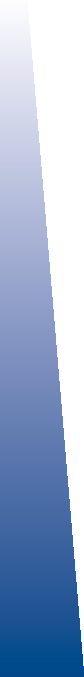
**6 Storm, snow or hail**

**What we insure you for**

We insure you for 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 we do not insure you for**

We do not insure you for 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.



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**7 Rain**

**What we insure you for**

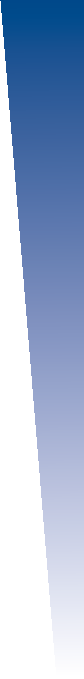
We insure you for loss or damage to the home caused by rain. Rain includes that part of the rainfall that is not absorbed by the soil but runs off as surface water.

**What we do not insure you for**

We do not insure you for 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.

We do not insure you for loss or damage to the external paint work or other external coatings on the home.

**8 Act intended to cause loss or damage**

**What we insure you for**

We insure you for loss or damage to the home caused by any act that is intended to cause loss or damage.

**What we do not insure you** for

We do not insure you if the act that is intended to cause the loss or damage is by someone who:

* lives in the home, or
* is at the home or site with your consent or the consent of the person who lives in the home.

**9 Theft or attempted theft**

**What we insure you for**

We insure you for loss or damage to the home caused by theft or attempted theft.

**What we do not insure you for**

We do not insure you if the theft or attempted theft was by someone who:

* lives in the home, or
* is at the site or home with your consent or the consent of the person who lives in the home.

**10 Escape of liquid**

**What we insure you for**

We insure you for loss or damage to the home caused by the sudden bursting, leaking, discharging or overflowing of liquid from any:

* shower base or shower walls
* fixed tank or fixed pipe
* gutters or drain
* other equipment that is fixed to the home and used mainly to hold or carry liquid.

If we agree to pay your claim for loss or damage caused by this event, we will also pay the reasonable cost of locating the source of the escaped liquid.

**What we do not insure you for**

We do not insure you for loss or damage that is caused by liquid splashing or gradually escaping because of something other than a sudden burst, leak, discharge or overflow.

We do not insure you for the costs of repairing or replacing:

* the defective item, or a defective part of the item, that causes the loss or damage, or
* any leaking shower base or shower walls.

**11 Riot or violent civil disorder**

**What we insure you for**

We insure you for loss or damage to the home caused by riot or violent civil disorder.

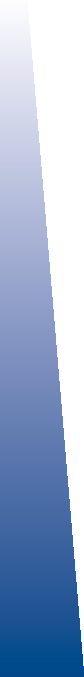
**12 Impact**

**What we insure you for**

By ‘impact’ we mean sudden and violent collision.

We insure you for loss or damage to the home caused by the impact of any:

* animal that is not kept at the home or site



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* vehicle, watercraft, aircraft, sonic boom from an aircraft
* space debris, debris from any aircraft, rocket or satellite
* television aerial or radio aerial or its mast.

**What we do not insure you for**

We do not insure you for loss or damage to the home caused by:

* any animal kept at the home or site
* any animal or bird biting, chewing, pecking or scratching
* insects or vermin.

We do not insure you for loss or damage to a television aerial or a radio aerial or its mast unless that loss or damage is caused by an event we insure in this policy.

**13 Falling tree or branch**

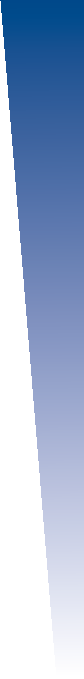
**What we insure you for**

We insure you for loss or damage to the home caused by a falling tree or branch.

If we agree to pay your claim, we also pay the reasonable costs of removing the fallen tree or branch to the nearest dumping ground.

**What we do not insure you for**

We do not insure you for loss or damage to the home caused by lopping or felling a tree if that is done by you or with your consent.

**What we pay**

**A. Repairing or rebuilding your home**

If we agree to pay a claim for loss or damage to the home, we may choose to:

* pay you a cash amount for what we think are the reasonable costs of repairing or rebuilding the home, or
* pay the reasonable costs you actually incur in repairing the home if it is damaged (but if it costs less to rebuild the damaged part of the home than to repair it, we will pay the reasonable costs of rebuilding it instead), or
* pay the reasonable costs you actually incur in rebuilding the home if it is destroyed.

Please note, if we agree with you that it would not be appropriate to rebuild the home, we will pay you the market value of the home before it was destroyed less the amount it costs us to pay off any mortgage on the home.

We will pay the reasonable costs of repairing or rebuilding the home on a ‘new for old’ basis to a condition substantially the same as but not better than when new.

Where possible, we will pay the reasonable costs of matching materials used in repairing or rebuilding with those originally used. But we do not promise to

repair or rebuild the home to exactly as it was before the loss or damage occurred.

We only pay the costs of repairing or rebuilding those parts of the home that are directly destroyed or damaged by an event.

If you have to rebuild the home, you may build it on another site – but if changing the site increases the costs of rebuilding the home, you must pay the amount of this increase.

Please note, we will only pay the reasonable costs of repairing or rebuilding the home if:

* the home has been kept in good repair and condition. This means it must be structurally sound, secure, and well maintained. If it is not, we have to reassess the value of the home before we work out the costs we will pay you. We do this by decreasing the value of the home, taking into account its age and the extent it has deteriorated.
* you start repairing or rebuilding the home within 6 months from when the loss or damage happens. If you do not, and the delay increases the costs of repair or rebuilding, you must pay the amount of that increase.

Please also note, we will only pay your costs in getting quotes or inspection reports if we agree to do so before you get them.

**B. Additional expenses we pay for**

As part of your sum insured, we insure you for these additional expenses:

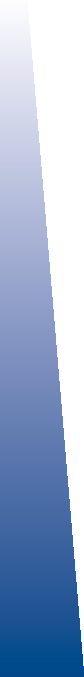
* temporary accommodation
* lost rent
* landlord’s fixtures and fittings
* extra costs related to building
* legal costs for discharge of mortgage
* matching décor; and
* trees, shrubs and plants.

Please note, the most we will pay for each claim for all of these additional expenses is 20% of the sum insured.

**C. Temporary accommodation**

We will pay you the reasonable costs of temporary accommodation (including temporary accommodation for your household pets) if:

* we agree to pay your claim for loss or damage to the home, and



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* the loss or damage makes the home unfit to live in.

We will only pay you the reasonable costs of temporary accommodation that you are actually responsible for paying.

We will pay these costs:

* for the reasonable time it takes to repair or rebuild the home, or
* for up to 12 months from the date of the loss or damage, whichever is less.

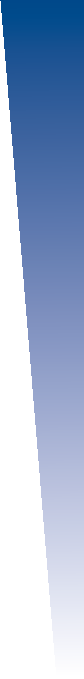
**D.** **Lost rent**

We will pay you for lost rent if:

* we agree to pay your claim for loss or damage to the home, and
* the loss or damage makes the home unfit to live in, and
* at the time of the loss or damage you are leasing out the home.

We will pay you lost rent:

* for the reasonable time it takes to repair or rebuild the home, or
* for up to 12 months from the date of the loss or damage, whichever is less.

**E. Landlord’s fixtures and fittings**

We will pay you for loss or damage to landlord’s fixtures and fittings if:

* the loss or damage is caused by one of the events we insure, and
* you are not living in the home at the time of the loss or damage, but someone else is living there with your consent.

By ‘landlord’s fixtures and fittings’ we mean any of these items that are in the

home for the person living there to use:

* items that are permanently fixed to the home
* internal blinds and curtains
* carpets.

In each period of insurance, the most we will pay for landlord’s fixtures and fittings is:

* $10,000, or
* 10% of the sum insured, whichever is less.

**F. Extra costs related to building**

If we agree to pay your claim for loss or damage to the home, we will also pay the reasonable costs of:

* employing an architect, engineer or surveyor
* demolishing
* removing debris from the site
* complying with the requirements of any Statutory Authority that are served on you after the loss or damage happens.

We will pay these costs only if we agree they are necessary to repair or rebuild the home. If you have to rebuild the home, you may build it on another site – but if changing the site increases your building costs, you must pay the amount of this increase.

**G. Legal costs for discharge of mortgage**

If the home is destroyed and either:

* you choose to rebuild it on another site, or
* we agree to pay you the market value of the home, then we will also pay the legal costs to discharge any mortgage on the home.

In each period of insurance, the most we will pay for legal costs to discharge mortgages is $1,000.

**H. Matching decor**

We will pay the reasonable costs of replacing or modifying an undamaged part of the home if:

* we agree to repair or replace a part of the home, and
* you reasonably need to replace or modify an undamaged part of the home to match the part that is repaired or replaced.

The most we will pay for each claim for matching decor is $500. Please note: you must actually incur the costs of replacing or modifying the undamaged part of the home before you qualify to claim for those costs.

**I. Trees, shrubs, plants**

We will pay you the reasonable costs of replacing any tree, shrub or plant at the home or site if:

* we agree to pay your claim for loss or damage to the home caused by one of these events:

-fire

-explosion

-lightning or thunderbolt

-earthquake

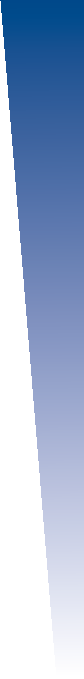
-impact, and

* the tree, shrub or plant is damaged or destroyed in the same event.

The most we will pay for each claim:

* for any one tree, shrub or plant – is $200
* for all trees, shrubs and plants – is $2,000.

Please note: you must actually incur the costs of replacing a tree, shrub or plant before you qualify to claim for those costs.

**Limits on what we pay**

The most we will pay for any one claim under Part 1 of this policy (including any part of that claim that is for additional expenses), is the sum insured.

The most we will pay for any one claim for all of these additional expenses is 20% of the sum insured:

* temporary accommodation
* lost rent
* landlord’s fixtures and fittings

Please note: the most we will pay for landlord’s fixtures and fittings is 10% of the sum insured or $10,000 – whichever is less.

* extra costs related to building
* legal costs for discharge of mortgage

Please note: the most we will pay for legal costs to discharge mortgages on the home is $1,000.

* matching decor

Please note: the most we will pay for matching decor is $500.

* trees, shrubs and plants.

Please note: the most we will pay is $200 for each tree, shrub or plant, up to a maximum of $2,000 for all trees, shrubs and plants.

**PART 2 ACCIDENTAL LOSS OR DAMAGE**

In addition to insuring you for loss or damage to the home that is caused by an event (see Part 1), we also insure you for other accidental loss or damage to the home. We automatically provide you with this insurance when you buy this policy. It is part of your sum insured.

**What we insure you for**

We only insure you if the loss or damage to the home:

* happens during the period of insurance, and
* is accidentally and directly caused by a sudden and unexpected event (other than by an event we insure in Part 1), and
* your claim is not excluded by the specific exclusions listed below in the ‘What we do not insure you for’ section, any of the General exclusions in Part 7, or any exclusions listed on your certificate.

**What we do not insure you for**

We do not insure you for loss or damage:

* to glass forming part of a glasshouse
* to awnings or shade cloths
* to swimming pool linings or covers
* to electrical motors that form part of the home
* caused by tree lopping or tree removal at the site
* caused by any intentional act.

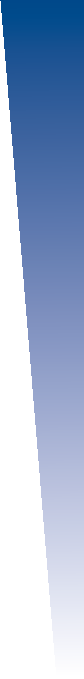
**What we pay**

If we agree you have a claim, we may choose to either:

* repair or rebuild the home, or
* pay the reasonable cost of repairing or rebuilding the home.

Where it is not possible to repair or rebuild with material originally used, we will pay for the closest matching material available.

If we agree to pay your claim for accidental loss or damage, we will also pay the reasonable costs of replacing or modifying an undamaged part of the home. We will only do this if:

* you reasonably need to replace or modify the undamaged part of the home to match the part that is repaired or rebuilt, and
* you actually incur the costs of replacing or modifying the undamaged part of the home.

Please note: we will only pay your costs in getting quotes or inspection reports if we agree to do so before you get them.

**Limits on what we pay**

The most we will pay for each claim for accidental loss or damage is $5,000. The most we will pay for each claim for matching decor is $500.

No excess applies to a claim for accidental loss or damage to any of these items that are fixed to or form part of the home:

* glass, mirrors, glass cooking tops
* baths or wash basins or sinks
* toilets or toilet cisterns.

But you must pay the first $100 of each claim we agree to pay for any other type of accidental loss or damage to the home.

**PART 3 FUSION OF ELECTRICAL MOTORS**

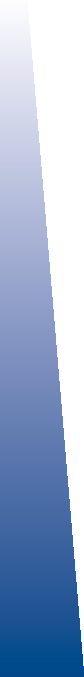
This policy insures domestic electrical motors that form part of the home (for example, a built-in air conditioner, or the fan motor of a built-in heater). In addition to insuring you for loss or damage to electrical motors that is caused by an event, we also insure you for loss or damage to electrical motors caused by fusion. We automatically provide you with this insurance when you buy this policy. It is included in your sum insured for Part 1: Home Building.

**What we insure you for**

We insure you for loss or damage to any domestic electrical motor that forms part of the home.

We only insure you if the loss or damage to the domestic electrical motor:

* is directly caused by an electrical current,
* happens during the period of insurance, and
* is not excluded by the specific exclusions listed below in the ‘What we do not insure you for’ section, any of the General exclusions in Part 7, or any exclusions listed on your certificate.



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**What we do not insure you for**

We do not insure you for:

* the cost of hiring a replacement motor
* the cost of replacing worn or broken bearings or switches
* lighting elements (for example light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example a fuse, or circuit breaker)
* electrical contact points where sparking or electrical arcing occurs during their ordinary use, and
* the cost of removing or replacing motors forming part of a submersible pump.

**What we pay**

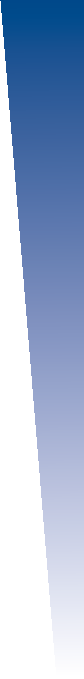
If we agree you have a claim, we may choose to pay the reasonable cost of either repairing or replacing the domestic electrical motor.

Please note: we will only pay your costs in getting quotes or inspection reports if we agree to do so before you get them.

**Limits on what we pay**

The most we will pay for loss or damage to a domestic electrical motor is the reasonable cost of replacing it, as described in the ‘What we pay’ section.

**PART 4 OWNER’S OR OCCUPIER’S LEGAL LIABILITY**

We automatically provide you with this insurance when you buy this policy.

**What we insure you for**

We insure you for the costs of your or your family’s legal liability as owner or occupier of the home. By ‘legal liability’ we mean your or your family’s legal responsibility to pay compensation for causing:

* bodily injury or death to someone other than you or your family, or
* loss or damage to property owned or controlled by someone other than you or your family.

We only insure you if:

* the accident happens at the home or site during the period of insurance, and
* you or your family are legally liable as owners or occupiers of the home or site, and
* your claim for the costs of legal liability is not excluded by the specific exclusions listed below in the ‘What we do not insure you for’ section, any of the General Exclusions in Part 7, or any exclusions listed on your certificate.

**What we do not insure you for**

We do not insure you or your family for legal liability where the liability is or should have been covered by compulsory workers’ compensation insurance.

We do not insure you for legal liability that arises from:

* bodily injury to, or the illness or death of:

-you or your employee, or

-your family or their employee.

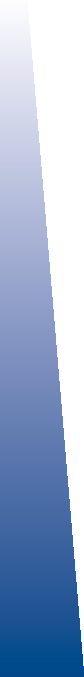
* you or your family having agreed that you are liable
* acts or omissions by you or your family or by someone with your or your family’s consent, if:

-the results of those acts or omissions were intended, or could reasonably be expected, or

-the acts or omissions by you or your family were done with reckless disregard for their consequences

* the transmission of any disease by you or your family
* you or your family owning or occupying any land or building, other than the site or home
* any registered or registrable vehicle you or your family own or control (other than a motorised wheelchair)
* any watercraft or aircraft you or your family own (other than a remote model aircraft, or an unmotorised watercraft less than 3 metres long)
* any business, profession or occupation carried on by you, your family or any person who normally lives with you in the home
* lopping or felling of trees by you or with your consent
* asbestos that is, or has been, in the home or on the site
* any equipment containing liquid petroleum gas that is used on, or is in the home or on the site and that does not comply with relevant safety laws
* building work being carried out on the home or site that costs $30,000 or more
* vibrating, or removing or weakening the support of any land, building or property
* a swimming pool at the home or site that:

-is not fenced in to legal standards, or



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-has fencing that is not properly repaired or maintained.

**What we pay**

We will pay:

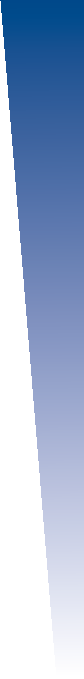
* the amount of compensation you or your family are legally responsible for paying, and
* your or your family’s reasonable fees and expenses for legal services, but only if we agree in writing to you using those services before you use them, and
* the legal fees and expenses of the person claiming against you or your
* family, if a court orders you or your family to pay them.

**Limits on what we pay**

The most we will pay for all claims that arise directly or indirectly from one accident is the sum insured for Part4: Owner’s or Occupier’s legal liability shown on your certificate.

There is no limit on the amount we may pay for the legal fees and expenses of:

* you or your family, or
* the person claiming against you or your family, if a court orders you or your family to pay them.



**PART 5 STRATA TITLE HOMES**

**What we insure you for**

If the home is strata title, this Part of the policy provides you with limited protection against loss or damage to the home.

We will only pay for loss or damage to the home if:

* we say we insure that loss or damage in Parts 1, 2 or 3 of this policy, and
* this policy does not exclude that loss or damage, and
* the Body Corporate has not, or has not sufficiently, insured the loss or damage, and
* you try to recover the amount of your claim from any other insurer who may have insured the loss or damage, before you claim from us.

**What we do not pay**

We do not pay any excess that applies to the Body Corporate’s insurance policy or to claims you may make using any other insurance policy.

**What we pay**

We will pay the lower of:

* the sum insured, or
* the amount we say we will pay for that loss or damage in Part 1, 2 or 3 of this policy minus any amount you can recover from the Body Corporate’s insurer or any other insurer.

**Limits on what we pay**

The most we will pay for a claim using this section is the amount of the sum insured.

**PART 6 DEATH OF YOU OR YOUR FAMILY**

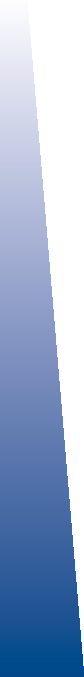
This policy insures you for the death of you or your family that is a direct result of a physical injury caused by one of the ‘Events causing death’ listed below. We automatically provide you with this insurance when you buy this policy. It is additional to the sum insured which means that the sum insured is not affected by any death claim we agree to pay.

**What we insure you for**

We insure you for the death of you or your family.

We only insure you if:

* the death is the direct result of a physical injury caused by one of the ‘Events causing death’ listed below, and
* that event happens at the home or site during the period of insurance, and
* the death happens within 90 days of that event, and
* we are shown a death certificate given by a registered medical practitioner as proof of the cause of death, and



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* the claim is not excluded by the specific exclusions we list in this section under ‘What we do not insure you for’.

**Events causing death**

We insure you for the death of you or your family caused by:

* fire
* explosion
* lightning or thunderbolt
* earthquake
* flood or tidal wave
* riot or violent civil disorder
* impact (that is, sudden and violent collision) with any:

-vehicle, aircraft, tree or branch

-space debris, debris from any aircraft, rocket, or satellite

-television aerial or radio or its mast.

**What we do not insure you for**

We do not insure you for:

* suicide
* death caused by any kind of illness or disease
* death caused by any kind of war, or war like or terrorist activities.

**What we pay**

**A. Death benefit**

If we agree to a claim for death under this Part of the policy, we will pay you or your legal personal representative a death benefit.

**B. Funeral expenses**

If we agree to pay a claim for death under this Part of the policy, we will also pay for funeral expenses.

**Limits on what we pay**

The most we will pay for death in each period of insurance is $10,000 for each death, up to a maximum of $40,000 for all deaths.

The most we will pay for funeral expenses in each period of insurance is $2,500 for each funeral, up to a maximum of $10,000 for all funerals.

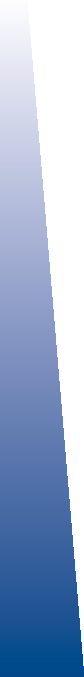
**PART 7 GENERAL EXCLUSIONS**

We do not insure you for loss or damage that is not directly caused by an event that we insure you for, unless we say that we do in this policy.

We do not insure you for loss or damage or legal liability that is intentionally caused by you or your family or a person acting with the consent of you or your family.

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

* failing to keep the home or site in good repair and condition
* the home or site settling or shrinking or expanding
* hydrostatic pressure, or the earth moving (other than from earthquake), erosion
* defects in structure, design, work done, or materials used on the home or at the site
* wear and tear
* rust, corrosion, rot, mildew, rising damp, any gradual deterioration or process



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* atmospheric or climatic conditions (other than those we say we will insure in the events section), condensation, evaporation
* any substance at the home or site that is dangerous to health or property (for example, explosives, or asbestos)
* any process that involves you or someone with your consent applying heat to any property insured by this policy
* the use, existence, or escape of any nuclear fuel, nuclear material or nuclear waste
* any war, or war like activities
* any act of terrorism which directly or indirectly causes any loss, damage, cost or expense of any nature, resulting from or in connection with:

-any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,

-any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

* any person or organisation legally destroying, or taking away your ownership or control of, any property insured by this policy.

**PART 8 DEFINITIONS**

‘act of terrorism’ means:

* a loss that results from the hostile detonation of any device, whether or not a weapon of war, employing atomic or nuclear fission and/or other like reaction or radioactive force or matter, and including but not limited to the use of any device, whether or not a weapon of war, which disperses or releases radioactive matter;
* a loss that results from a building being uninhabitable due to the direct or indirect release of germs, disease or other contagion or contaminants following the Act of terrorism; or
* a loss resulting from a Nuclear incident.

‘certificate’ means your most recent Certificate of Insurance or Building Renewal Notice.

We give you a Certificate of Insurance when:

* you first buy your policy,
* we update information on the certificate, or
* upon request when you renew your policy.

We give you a Building Renewal Notice at each renewal of the policy.

‘employee’ means any person who has a contract of service with you or your family.

‘event’ or ‘events’ means events we insure you for and that we list in Part 1 of this policy.

‘excess’ means the amount you must pay towards a claim. We deduct the amount of your excess from a claim before we pay it.

‘family’ means any of these people who normally live with you at the home:

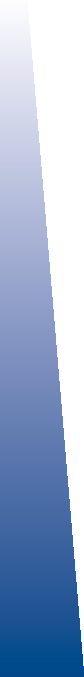
* spouse, de facto spouse, partner
* parents, grandparents, parents-in-law
* children, grandchildren, sons or daughters-in-law
* brothers, sisters.

‘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.

‘home’ means:

* all residential buildings on the site (including any part of the building used for residential tenancy, or any part you use for surgery or office purposes, but excluding any part used for business, manufacturing or trade purposes), and



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* any of these items that are fixed to or form part of those residential buildings:

-domestic appliances including their motors

-glass, mirrors, baths, wash basins, sinks, glass cooking tops, toilets, toilet cisterns

-floor coverings (but excluding carpets), and

* any of these items that are fixed to the site:

-in-ground, or above-ground, swimming pools and spas,

-domestic improvements of a structural nature

(for example garages, carports, garden sheds, underground services, walls, gates and fences), and

* building materials up to a value of $1,000 that are being kept at the site to use on the home, and that are owned by you.

‘market value’ means the value of the home and site immediately before the home was destroyed minus the value of the home and site immediately after that event.

‘period of insurance’ means the period we insure you for in this policy. The dates next to ‘Period:’ on the certificate show how long the period of insurance is.

‘premium’ means the amount you must pay for the insurance we provide in this policy, including any taxes and government charges.

‘site’ means the land at the insured address shown on the certificate that:

* the home is built on, and
* surrounds the home, and
* is used only for domestic purposes (either by you or someone living at the home with your consent), or for the purposes of your surgery or office.

‘sum insured’ means for each Part of the policy the total amount you have insured your property for under that Part of the policy. The certificate shows the amount of the sum insured for each Part of the policy.

‘vehicle’ means a motorised machine, and anything attached to it, that is designed to travel on wheels or on self-laid tracks.