



HOMESTAY HOST INSURANCE-PLUS COVER

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This document contains your Insurance Policy, Terms, Conditions, Provisos and Exclusions. It is important that you read and understand it and retain it in a safe place.

Contents

PRODUCT DISCLOSURE STATEMENT (PDS).....	1
1. How this Insurance Is Arranged	1
2. KEY BENEFITS OF YOUR POLICY	1
3. IMPORTANT INFORMATION AND CONDITIONS	2
4. COSTS	3
5. COOLING OFF PERIOD	3
6. CODE OF PRACTICE	3
7. DISPUTE RESOLUTION	4
8. PRIVACY CONSENT AND DISCLOSURE	4
9. YOUR DUTY OF DISCLOSURE	5
10. GENERAL CONDITIONS APPLICABLE TO ALL PARTS OF THE POLICY	6
11. GENERAL EXCLUSIONS APPLICABLE TO ALL PARTS OF THE POLICY	10
12. GENERAL DEFINITIONS APPLICABLE TO ALL PARTS OF THE POLICY	11
TYPES OF COVER	12
PART 1 – Homestay Liability Cover	12
PART 2 – Home and Contents Cover	21
PART 3 – Accidental Death Cover	24
PART 4 – Personal Extended Protection Cover	27

PRODUCT DISCLOSURE STATEMENT (PDS)

This PDS is designed to assist you in understanding your insurance cover. It contains information about key benefits and significant features of your insurance cover.

The PDS also contains important information about your rights and obligations including:

- Dispute Resolution;
- Privacy; and
- The Duty of Disclosure

If you have a complaint, AIG's complaint procedure is detailed below.

The full terms and conditions that apply to your policy are contained in the policy wording section.

1. How this Insurance Is Arranged

This insurance is issued/insured by:
AIG Australia Limited ("AIG")
ABN 93 004 127 753
AF SL 381686
Level 12, 717 Bourke Street
Docklands Vic 3008

AIG issues / insures this insurance pursuant to an Australian Financial Services licence ('AFSL') granted to them by the Australian Securities and Investments Commission.

AIG prepared this **PDS**

("Edgewise") has arranged for AIG to issue the insurance product and has been appointed by AIG to issue and bind this insurance product on AIG's behalf

Edgewise is authorised under its own financial services licence to provide advice and deal in relation to general insurance products including this insurance. Edgewise is not however acting in any capacity as your agent

2. KEY BENEFITS OF YOUR POLICY

The Homestay Host Insurance-Plus Cover provides **you** with a wide range of Insurance coverage. There are four main **Parts** to or covers under **the Policy**:

- PART 1** – Liability Insurance;
- PART 2** – Home Contents Insurance;
- PART 3** – Accidental Death Insurance
- PART 4** – Personal Extended Protection Insurance

All benefits and benefit amounts shown in **the Policy** are per an insured person limits payable in Australian Dollars. In some cases sub-limits apply or the benefits may not be available to **you**. The wordings in bold and italics carry a specific definition (see the general definition section and or the definitions section found in each Part)

Types of cover

A summary of the key benefits for these 4 main **Parts** of insurance can be found below. **You** should be aware that this is a summary of cover only and the policy is subject to the terms and conditions, limits and exclusions in the policy. **You** should read the policy carefully to ensure it meets **your** requirements.

PART 1 – Homestay Liability Insurance

This part of the insurance indemnifies **you** for amount which **you** become legally liable to pay as a result of a **Claims** or **Legal Proceedings** for **Personal Injury** or **Property Damage** happening during the **Policy Period** and which arise out of certain events or occurrences.

PART 2 – Home Contents Insurance

This part of the insurance is designed to cover **Accidental damage** caused to the **Household Contents** of a **Host Family's** primary **Insured Premises** by a **Homestay Student** which would otherwise not be covered under the **Host Family's** traditional home and content insurance policy and provided that the damage was in the form of a specified peril.

PART 3 – Accidental Death Insurance

Subject to certain age limits exclusions in respect of pre existing medical conditions, pregnancy, childbirth or miscarriage this part of the insurance provides accidental death cover to **you and your spouse** whilst in the **Host Family's** primary **Insured Premises**.

PART 4 – Personal Extended Protection Insurance

This part of the insurance consists of four (4) types of cover ("**types of cover**"). It comprises of:

Identity Theft Cover – This provides **you** with reimbursement for expenses related to resolving an **Identity Theft** such as legal expenses and lost wages for time off from work.

Fraudulent Charge Cover - This provides **you** with reimbursement for unauthorized charges made on **Lost or Stolen Payment Cards** up to 12 hours prior to first reporting the event to the payment card issuer.

Lost Wallet Cover– This provides **you** with replacement of costs for **Lost or Stolen** wallet, **Payment Cards**, **Lost or Stolen** papers, including driver's license, passport and other forms of government identification

Key Replacement Cover – This cover will reimburse **you** for the following costs of replacing **your** key to **your** primary Insured premises and/or vehicle:

- **Break-in Protection:** cost of replacing locks and keys if **your** primary Insured Premises or vehicles are broken into.
- **Lockout Reimbursement:** cost of obtaining a locksmith if locked out of the Insured premises or vehicle due to the loss or theft of **your** keys
- **Rental Car Reimbursement:** cost of rental car while the vehicle key is Lost or Stolen and replacement will exceed 24 hours.

3. IMPORTANT INFORMATION AND CONDITIONS

Please read the wording relating to the parts or covers set out above carefully for full details about lodging a claim, when benefits are payable, the terms, conditions, provisos and exclusions that apply to the policy and or each individual part. Take special note of the following:

- AIG will provide cover to you based on information given by you to AIG and you paying the required premium, If no premium is paid by due date no cover is provided.
- This document contains your insurance policy terms, provisos, exclusions and conditions. It is important that you read and understand it and retain it in a safe place and that you read the sections that apply to each part of the insurance in this wording carefully
- If you think that any details contained in these documents are not correct or if you need to change anything you should let your insurance intermediary know.
- Your policy is a legal contract between you and AIG based on the Information provided by you when you applied for this insurance and subject to you having paid the required premium, AIG agree to insure you during the policy period.

- There are specific conditions, specific exclusions and specific definitions that only apply to a specific policy section. In addition there are general conditions, general exclusions, general claims conditions and general definitions that are part of the policy and apply to each policy section.
- Any word or expression to which a specific definition has been attached in any part of the policy or the schedule shall bear such specific meaning wherever it may appear
- The policy schedule will also specify any limits, terms or conditions applicable to the policy or each part of the policy as well as the policy period.
- Each part of the insurance has specific terms and conditions that may impact upon the compensation payable.
- AIG will not pay more than the sum insured or limit of liability shown on the schedule for each policy section.
- AIG will not be liable under more than one section of the policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage
- Age limits may apply to this insurance. Different age limits may apply to each part of the insurance. Age limit for each part of the insurance will be shown in the relevant sections of the policy schedule.
- This PDS also contains important information about the rights and obligations of insured persons including information about privacy. Duty of disclosure, dispute resolution and Code of Practice.
- The attached policy wording may be varied by way of endorsement. Where applicable any such endorsement will be provided to you with a quotation (If any).
- AIG Will not pay more than the sum insured or limit of liability shown on the schedule for each part
- AIG will not be liable under more then one part of the policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage.
- The policy and the schedules shall be read together as one contract
- PRODUCT ENQUIRY- Please email your enquiry to: info@homestayhostinsuranceplus.com

4. COSTS

The premium will be quoted to you during the online purchasing of this cover and it will also be shown on your policy schedule. Government charges such as Stamp Duty and GST will be shown separately on the policy schedule,

5. COOLING OFF PERIOD

You have 14 days after you receive the policy wording to check that the policy and benefits meet your needs. This is known as the Cooling Off Period. Within the Cooling Off Period you may cancel the policy and receive a full refund of all premiums paid.

To cancel the policy during the Cooling Off Period please send AIG:

- your written request to cancel the policy; and
- the policy document.

The Cooling Off Period ceases if a claim is made before the 14 day Cooling Off Period has expired.

6. CODE OF PRACTICE

AIG is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way that claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

7. THE FINANCIAL CLAIMS SCHEME

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies to the Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>.

8. DISPUTE RESOLUTION

AIG are committed to handling any complaints about AIG's products or services efficiently and fairly. If you have a complaint:

1. Contact Edgewise and they may raise it with AIG.
2. If your complaint is not satisfactorily resolved you may request that your matter be reviewed by management by writing to:

The Compliance Manager
AIG
Level 12, 717 Bourke Street
Docklands VIC 3008

3. If you are still unhappy, you may request that the matter be reviewed by AIG's Internal Dispute Resolution Committee ('Committee'). AIG will respond to you with the Committee's findings within 15 working days.

4. If you are not satisfied with the finding of the Committee you may be able to take your matter to an Independent dispute resolution body, Financial Ombudsman Services (FOS). This external dispute resolution body can make decisions with which AIG are obliged to comply.

Contact details are:
Financial Ombudsman Service
Telephone: 1300 78 08 08
Postal Address: GPO Box 3. Melbourne. Victoria 3001
Website: www.fos.org.au

Email: info@fos.org.au

9. PRIVACY CONSENT AND DISCLOSURE

AIG is bound by the National Privacy Principles that apply to any personal information collected by AIG.

Purpose of Collection

AIG collects information necessary to underwrite and administer your insurance cover, to maintain and to improve customer service and to advise you of AIG's products. You have a duty under the Insurance Contracts Act to disclose certain information. Failure to comply with your duty of disclosure or to provide certain information may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover. In the course of administering your policy AIG may disclose your information to:

- i. the entity to which AIG is related (whether in Australia or overseas) contractors or third party providers providing services related to the administration of your policy.
- ii banks and financial institutions for the purpose of processing your application and obtaining policy payments.
- iii. assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim.
- iv. AIG's assistance provider who will record all calls to the assistance service provided under your policy for quality assurance training and verification purposes.

In some circumstances AIG is entitled to disclose your personal information to third parties without your authorisation such as law enforcement agencies or government authorities.

Access to your information

You may gain access to your personal information by submitting a written request to AIG. In some circumstances AIG may not permit access to your personal information. Circumstances where access may be denied include where it would compromise the privacy of other individuals or where it would be unlawful.

Complaints

AIG has also established an internal dispute resolution process for handling customer complaints.

If you feel you have a complaint about AIG's compliance with the National Privacy Principles, require assistance in lodging a privacy complaint or you wish to gain access to the information you may write to The Privacy Manager AIG, Level 12, 717 Bourke Street Docklands VIC 3007 or e-mail australia.privacy.manager@aig.com

Your complaint will be reviewed and you will be provided with a written response. If it cannot be resolved your complaint will be referred to AIG's Internal Disputes Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint.

Should your complaint not be resolved by AIG's internal dispute resolution process you may apply to the Privacy Commissioner for review of the determination.

Consent Acknowledgement

By providing your personal information to enable completion of the application of insurance (including any associated form) and paying the premium you consent to the use and disclosure of your personal information stated in the privacy statement.

If you do not wish AIG to use your personal information to keep you informed of AIG's insurance products and services please contact AIG and let AIG know.

10. YOUR DUTY OF DISCLOSURE

What You must tell Us

When answering any questions we put to **You**, **You** must be honest and **you** have a duty under law to tell us anything known to **you**, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure **you** and anyone else to be insured under **the Policy**, and on what terms

Who needs to tell Us

It is important that **you** understand **you** are answering Our questions in this way for **Yourself** and anyone else whom **you** want to be covered by the policy

If You do not tell Us

If **you** do not answer **our** questions in this way we may reduce or refuse to pay a claim, or cancel a policy. If **you** answer **our** question fraudulently, we may refuse to pay a claim and treat the Policy as void and not come into operation.

You have the same duty of disclosure before **you** renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require **you** to disclose matters that:

- diminish the risk to be undertaken by us;
- are of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- as to which compliance with **your** duty is waived by us.

11. GENERAL CONDITIONS APPLICABLE TO ALL PARTS OF THE POLICY

These conditions apply to all **Parts of the Policy**.

Alteration of your risk

If **you** become aware of any changes to the facts or circumstances which existed at the start of **the Policy**, **you** must notify us in writing within 30 days.

If we agree to the change we will do so in writing and **you** must pay us any additional premium we require.

Examples of changes **you** should tell us about include but not limited to:

- a change in the type of or nature of **your** home or premises;
- other circumstances that affect the risk covered or property insured in a way that increase the probability of damage or losses;

Cancellation

(a) by you

If your Host Application is unsuccessful or if you have withdrawn from your Host Application or membership, You can cancel your policy at any time by notifying us in writing. However, please note that there will be no refund of **your** premium for the unused **Policy Period** outside the 14 days Cooling Off Period.

(b) by us

We can cancel **your** policy (or any policy section) in any circumstances permitted by law by notifying **you** in writing. We will give **you** this notice in person or by post to **your** last known address. We will refund the proportion of **your** premium for the unused **Policy Period** less any non refundable government charges.

Changes in your policy

No changes in **the Policy** (including any changes to the terms and conditions) will be valid unless agreed in writing by us by way of a valid endorsement nor shall the requirements of any **Part of the Policy** be deemed to be waived unless agreed in writing by us. **We** will provide 30 days notice on our website of any changes we intend to make to the terms & conditions or **the Policy**.

Governing Law and jurisdiction

The Policy is governed by the laws of the Commonwealth of Australia. Any dispute arising under **the Policy** shall be subject to the exclusive jurisdiction of any competent court in the state of Victoria Commonwealth of Australia.

Inspection of your property

We have the right, but are not obligated, to inspect **your** premises and operations at any time without prior notice to **you** subject to which we will use reasonable endeavours to give **you** reasonable notice of any intended inspection. **Our** inspections are not safety inspections. They relate only to the insurability of the **Insured's** premises and operations and the premiums to be charged. **You** will allow **us, our** agents, representatives, employees or consultants (hereinafter referred as the "Surveyor"):

- a) access to its premises and
- b) to conduct such enquiries as the Surveyor deems necessary, including (without limitation) by way of interviews with employees; and generally
- c) provide all reasonable cooperation and assistance as we or the Surveyor may require in a conduct of the Survey.

We may give **you** reports on the conditions that we find. **We** may also recommend changes. **We** do not, however, undertake to perform the duty of any person or organisation to provide inter alia for the health or safety of **your** employees or the public. **We** do not warrant the health and safety conditions of premises or operations or represent that **your** premises or operations comply with laws, regulations, codes or standards.

Interests of other parties

The interests of third parties (such as banks and lessors) will be protected in the event of a claim provided that the nature and extent of their interest is noted in **your** records and disclosed to us at time **you** claim. Unless expressly covered under the applicable **Part**, any other people not named on the schedule are not insured and cannot make a claim. All third parties must comply with the terms and conditions of **your** policy.

Where **the Policy** covers the interests of more than one party, any act or omission of an individual party will not prejudice the rights of the remaining parties, provided the remaining parties immediately on becoming aware of any act or omission which increases the risk of loss, damage or liability provide notice in writing to us and agree to pay any reasonable additional premium we may require.

Upon **your** death all benefits which is payable under **the Policy** shall (where applicable) be made to **your** Estate.

Reasonable care

You must take all reasonable care to:

- (a) maintain all property and premises in good condition to minimise or avoid theft, loss, damage or liability;
- (b) prevent or minimise loss, damage, liability or injury to other people;
- (c) comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements. This includes the storage and use of hazardous goods;
- (d) comply, at **your** expense, with any recommendations or actions required to prevent or minimise theft, loss, damage or injury to other people.

If **you** do not take reasonable care we may reduce or refuse to pay **your** claim.

Claims procedure

If something happens that may result in a claim under **your** policy, **you** must at **your** own expense:

- (a) take all reasonable steps to reduce and prevent further loss, damage or liability;
- (b) notify us as soon as possible and provide us with details in writing of what happened including the completion of a statutory declaration if we request it;
- (c) immediately send us any legal documentation or details of other relevant legal proceedings such as an impending prosecution or inquest that **you** receive or become aware of;
- (d) notify the police as soon as possible if any of **your** property has been lost, stolen or maliciously damaged;
- (e) provide us with proof of ownership and value of property that has been lost, stolen or damaged and provide in writing as required all proofs, particulars and information we may request; and
- (f) preserve and retain any damaged property for our inspection.
- (g) and if we elect to reinstate any property **you** must furnish to us all plans, specifications and quantities as we may reasonably require.

You must not:

- (a) authorise the repair or replacement of any property unless it is required for safety reasons or to minimise or prevent further loss, damage or liability;
- (b) waive any rights of recovery, take any action, admit liability for any loss, damage or liability, make a promise, settle or attempt to settle or defend any claim or take any action without our prior written consent.

Conduct of Claims and subrogation

- (a) we shall have the right and full discretion in the conduct of any legal proceedings and in the negotiation and settlement of any claim;
- (b) we shall have the right to take action or institute legal proceedings in **your** name against another person or organisation, to recover any payment we have made, regardless of whether we have paid **your** claim or **you** have been fully compensated for **your** loss.

Any such amount recovered will first be applied to pay **your** excess and secondly to reimburse us for any payments made by us. Any amounts in excess of our total payment will be paid to **you**.

- (c) **you** must provide to us all reasonable assistance in defending or settling **your** claim, including attending court, hearings or trials securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements, and in conducting litigation, arbitration, or other proceedings.

Waiver of subrogation rights

We may not be liable to pay any benefits under **the Policy** for loss, damage or liability if **you** agree or have agreed to limit or exclude **your** rights or our rights to recover payments and expenses in relation to that loss, damage or liability.

Excess or Deductible

When **you** have a claim under **the Policy** **you** must pay the excess or deductible which applies (if any). It is shown on **your** schedule or included in the schedules to **the Policy**.

If **you** claim under more than one policy section for the same event, then **you** only have to pay the highest excess shown on the schedule.

Fraudulent claims

If **you** or anyone on **your** behalf makes a false or fraudulent claim or commit any other fraudulent act in relation to any claim, we may:

- (h) refuse to pay **your** claim;
- (i) cancel **your** policy; and
- (j) take legal action against **you**.

Other insurance

When **you** make a claim under **your** policy **you** must notify us in writing of any other policies that **you** are also able to claim under.

Our rights of possession and sale of salvage

When **you** make a claim under **your** policy we, or our agents such as a loss assessor shall have the right to enter any buildings or premises where loss or damage has occurred. We also shall have the right to take possession of damaged property and dispose of it in a reasonable manner.

We will not sell or dispose of any salvage without giving **you** the opportunity to buy it at its salvage value, but this condition does not allow **you** to abandon property to us.

Assignment

Cover under the Policy or any Part thereof and any rights hereunder cannot be assigned without **Our** prior written consent

Cross Liability

If there is more than one party insured under the Policy, we will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each, provided that our total liability for liability sustained by any or all of such insureds shall not exceed the Limit of Liability stated in the Policy Schedule in respect of the Policy or any schedule in respect of any Part of the Policy.

Currency

All premiums and payments made on any claim or loss under **the Policy** are payable in Australia and in Australian dollars, unless otherwise agreed in writing by us or an authorised representative of us

Headings

The descriptions in the headings of **the Policy** are solely for convenience and form no part of the terms and conditions of coverage. Words and expressions in the singular include the plural and vice versa. Words that are bolded with the exception of headings have special meaning and are defined. Words that are not specifically defined in the policy have the meaning normally attributed to them.

How the Insurance Contracts Act may effect this Policy

Any terms and conditions of **the Policy** which are invalid, illegal or unenforceable as a result of the operation of the Insurance Contracts Act 1984 (as amended or modified from time to time or any other legislation enacted in substitution or replacement thereof) shall be ineffective only to the extent of the invalidity, illegality or unenforceability without invalidating the remainder of such term or condition or the remaining terms and conditions of **the Policy**

Notice and Authority

It is agreed that if **you** act on behalf of any the person entitled to cover under the Policy **you** act on behalf of all such persons with respect to the exercise of all their rights and the discharge of all their duties in respect of **the Policy**, including but not limited to:

- a) negotiating the terms and conditions of cover;
- b) binding cover;
- c) the notification of a claim;
- d) the giving and receiving of any notice of cancellation;
- e) the payment of premium and the receipt of any refund of premium that may become due;
- f) the payment of the excess/deductible
- g) the negotiation and receipt of any endorsement;
- h) the appointment of lawyers to defend a claim or any legal proceeding or ;
- i) the receipt of amounts payable by us under **the Policy**.

Notices

Except as indicated to the contrary herein, all notices, applications, demands or requests provided for in **the Policy** will be in writing and will be given to or made upon either party at its address shown in the **Policy Schedule**.

Observance

By accepting the cover under **the Policy you** agree that the statements in any proposal, broker submission, and any attachments are accurate and complete and acknowledge that we have issued the cover in reliance upon those representations.

The due observance and fulfillment of the terms conditions and endorsements of **the Policy** by **you** in so far as they relate to anything to be done or complied with by **you** and the truth of any statements and answers in any proposal, broker submission, and any attachments shall be conditions precedent to any liability by us to make any payment under this Policy.

Occurrence or Claim within the Deductible or Excess

We have the right to assume the defence of any claim or legal proceedings whether or not the claim is considered to fall within the excess or deductible payable by **you**.

Reference to Statute

In **the Policy** references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted, or replaced from time to time and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision.

Severability, Construction and Conformance to Statute

If any provision contained in **the Policy** is, for any reason, held to be invalid, illegal or unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provision.

If any provision of **the Policy** is for any reason held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law. Any provisions of **the Policy** which are in conflict with the statutes or regulations of the state or country where **the Policy** is issued are hereby amended to conform to such statutes or regulations.

Other Insurance

Unless expressly stated or dealt with in the **Policy**, nothing contained herein shall give any rights against us to any person other than **you**. Further, we shall not be bound by any passing of the interest of **you** otherwise than by death or operation of law unless and we by endorsement declare the insurance to be continued. The extension of **our** liability to any person other than **you** shall give no right of claim hereunder to such person, the intention being that **you** shall in all cases claim for and on behalf of such person and the receipt by **you** shall in any case absolutely discharge **our** liability.

Arbitration

Any dispute regarding the terms of **this Policy** including any question regarding its existence, validity or termination will be referred to and resolved by arbitration in Australia in accordance with the Arbitration Rules of Australia during the term of this contract. An award given in arbitration shall be a condition precedent to any liability of us or any action against us

Policy Limitation

For each of the **Parts** under which coverage is provided, we will pay up to the maximum amount per occurrence and per **Policy Period** as shown in the applicable schedule.

12. GENERAL EXCLUSIONS APPLICABLE TO ALL PARTS OF THE POLICY

These exclusions apply to all **Parts** of the Policy.

The Policy does not cover any claim, loss, damage, destruction or liability, cost or expense directly or indirectly caused by, or in connection with, or contributed to or arising from:

Confiscation

confiscation, nationalisation, requisition, embargo or destruction of or damage to property by order of any government or local authority unless the order is given for the purpose of controlling fire or another event which is covered by **the Policy**.

War

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

Nuclear

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; and any chemical, biological, bio-chemical or electromagnetic weapon.

Intentional acts

- (a) any intentional, reckless or wilful act or omission; or
- (b) fraudulent or dishonest acts;

committed by **you** or any person acting with **your** knowledge, consent or connivance.

Pollution

- (a) the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water;
- (b) the cost of removing, monitoring, testing, containing, treating, detoxifying, neutralising, nullifying or cleaning up smoke vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants discharged, dispersed, released or escaped into or upon land, the atmosphere or any watercourse or body of water;
- (c) fines, penalties, punitive, exemplary or multiple damages relating to the circumstances detailed in (a) above; and
- (d) the cost of preventing the escape of pollutants.

Exclusions (a) and (b) above shall not apply where the claim or legal proceeding arises from sudden identifiable, unintended and unexpected event that takes place in its entirety at a specific time and place and occurs outside of North America.

Terrorism

- (a) any act of terrorism; or
- (b) any action in controlling, preventing, suppressing, retaliating against or responding to or in any way relating to terrorism.

Regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Electronic data

- (a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data;
- (b) error in creating, amending, entering deleting or using electronic data; or
- (c) total or partial inability or failure to receive, send, access or use electronic data for any time or at all.

From any cause whatsoever, regardless of any other contributing cause or event whenever it may occur

Unoccupancy

Your building or premises being unoccupied for more than 60 consecutive days

This exclusion will not apply if **you** notify us that **your** building or premises will be unoccupied for more than 60 consecutive days, we agree in writing to continue **your** cover and **you** pay us any additional premium that we may require.

Consequential loss

The Policy does not cover loss of use, loss resulting from delay or lack of performance, depreciation in the value of land or stock and any other kind of consequential or indirect loss including loss of profit.

13. GENERAL DEFINITIONS APPLICABLE TO ALL PARTS OF THE POLICY

Words and phrases that appear in bold print have special meaning as detailed under this Definition section or under the definition section of Part 1, 2,3 and 4 of the Policy.

Throughout **the Policy** the words "**we,**" "**us**" and "**our**" refer to AIG Australia Limited (AIG) ABN 93 004 727 753 AFSL 381686.

The Policy means this document in its entirety, the wordings (including Section14), the schedule and any endorsement included with the schedule as it applies to the entire document or the wordings in its entirety as well as the schedule (and any endorsement included with the schedule) in respect of **Part 1,2, 3 or 4** of Section 14 only.

You, you, your mean the named insured specified on the schedule and or referenced or determined as the party or persons covered under **Part 1, 2, 3 or 4** or on any schedule in respect of the covers found under **Part1, 2, 3 or 4.**

Policy Schedule means the schedule in respect of the **Policy** or a **Part.**

Part means the cover provided under either **Part 1,2, 3 or 4**

Policy Period means the period for which coverage is provided under the Policy and as more specifically set out in the **Policy Schedules.**

Type of Cover means the cover provided either under **Part 1, 2, 3 or 4.**

TYPES OF COVER

PART 1 – Homestay Liability Cover

Cover under **this Part 1 Cover** incorporates the **Policy Schedule**, Cover, Definitions, Conditions, Exclusions, Endorsements and any other terms attached (which are to be read together) in respect of **this Part 1 Cover**.

Any word or expression to which a specific meaning has been given in respect of **this Part 1 Cover** (as set out under 1 below) shall bear this meaning whenever it may appear in **this Part 1 Cover** unless such meaning is inapplicable to the context in which the word or expression appears. The General Conditions, Definitions, Exclusions, Endorsements and Schedules in respect of the **Policy** shall also apply to **this Part 1 Cover**.

1. DEFINITIONS IN RESPECT OF THIS PART 1 COVER ONLY

- 1.1. **Aircraft** means a Vehicle designed to be used primarily in the air and to be supported by the dynamic reaction of the air upon the Vehicle's wings or rotor-blades, and/or by the Vehicle's buoyancy in the air. The term Aircraft, however, excludes missiles, spacecraft and the ground support or control equipment used therewith.
- 1.2. **Aircraft Products means:**
- a) **Aircraft** and any ground support or control equipment used therewith;
 - b) any **Insured Product** furnished by the **Insured** and installed in **Aircraft** or used in connection with **Aircraft**;
 - c) any tooling used for the manufacture of (a) or (b) above;
 - d) any ground handling tools and equipment used in connection with (a) or (b) above including training aids, navigational aids, instruction or manuals;
 - e) blueprints, engineering or other data furnished by the **Insured** in connection with (a), (b), (c) or (d) above;
 - f) any advice, service and/or labour furnished by the **Insured** in connection with (a), (b), (c), (d) or (e) above.
- 1.3. **Business** means all usual activities and operations of the Named Insured set forth in Item 2 in the Policy Schedule in respect of this Part 1 Cover and include:
- a) the ownership, tenancy or occupation of premises of the **Named Insured**;
 - b) private work carried out with the consent of the **Named Insured** for any director, partner or senior official of the **Named Insured** by an **Employee**;
 - c) the provision or management of canteen, social or sports organisations for the **Named Insured's Employees**; and
 - d) the provision of the **Named Insured's** own internal fire, first aid, medical, security and ambulance services.
- 1.4. **Claim** means a written demand, notice or other written communication received by the Insured seeking a remedy and/or alleging liability or responsibility on the Insured's part for an Occurrence.
- 1.5. **Deductible** means the uninsured first portion of each and every Claim that the Insured must pay. The amount of the Deductible is shown in item 5 of the Policy Schedule in respect of this Part 1 Cover.

- 1.6. Employee means:**
- a) any person under a contract of service or apprenticeship with the **Named Insured**;
 - b) any person hired or borrowed by the **Named Insured** from another employer under an agreement by which the person is deemed to be employed by the **Named Insured**;
 - c) any person under a work experience or similar scheme while engaged and working under the direction and control of the **Named Insured** in connection with and in the course of the **Business**.
- 1.7. Financial Loss** means a pecuniary or economic loss or expense.
- 1.8. Grounding** means the withdrawal of one or more Aircraft from flight operations or the imposition of speed, passenger or load restrictions on such Aircraft, by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such Aircraft or any part thereof sold, handled or distributed by the Insured or manufactured, assembled or processed by any other person or organisation according to the Insured's specifications, plans, suggestions, orders or drawings or with tools, machinery or other equipment furnished to such persons or organisations by the Insured, whether such Aircraft so withdrawn are owned or operated by the same or different persons, organisations or corporations. A Grounding will be deemed to commence on the date of an Occurrence which discloses such condition or on the date an Aircraft is first withdrawn from service on account of such condition, whichever occurs first.
- 1.9. Hovercraft** means any vessel, craft or device made to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.
- 1.10. Incidental Contracts** means:
- a) any written agreement or lease of real or personal property which does not impose upon the **Named Insured**:
 - i. An obligation to insure such property; or
 - ii. Any liability regardless of fault;
 - b) any written contract with any entity for the supply of water, gas or electricity but only to the extent of indemnifying any such entity in respect of liability arising out of the **Business** other than contracts for the performance of work or provision of services by the **Named Insured**.
- 1.11. Insured** means:
- a) the **Named Insured** as listed in the **Policy Schedule** in respect of **this Part 1 Cover**;
 - b) any organisation in which the **Named Insured** maintains an interest of more than fifty percent (50%) as of the effective date;
 - c) if the **Named Insured** is an individual, the **Named Insured's spouse**, but only with respect to the conduct of a **Business** of which the **Named Insured** is the sole owner;
 - d) if the **Named Insured** is an individual and dies, the **Named Insured's** legal representative but only with respect to the legal representatives duties in administering or undertaking the **Named Insured's Business**;
 - e) the **Named Insured's** partners, executive officers, **Employees**, directors, shareholders or volunteers while acting within the scope of their duties on behalf of the **Named Insured's Business**;
 - f) any person or organisation to whom the **Named Insured** is obligated by a written **Insured Contract** to provide insurance, but only with respect to their liability arising out of operations conducted by the **Named Insured** or on their behalf and not to any greater extent than required by the contract or agreement; and
 - g) any office bearer or member of social and/or sporting clubs formed with the written consent of the **Named Insured** in respect of **Claims** arising from duties connected with activities of any such club. Cover shall not apply to **Personal Injury** to or **Property Damage** of any participants of any game, match, race, practice or trial.

- 1.12. Insured Contract** means that part of any contract or agreement pertaining to the Named Insured's Business under which the Named Insured assumes the tort liability of another party to pay for Personal Injury or Property Damage to a third person or organisation. However, the Personal Injury or Property Damage must arise out of an Occurrence that takes place subsequent to the execution of the Insured Contract. Tort liability means a liability that would be imposed by law upon the other party in the absence of any contract or agreement.
- 1.13. Insured's Products** means any goods or products (after they have ceased to be in the Insured's possession or under the Insured's control) which is or is deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, treated, imported, exported, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied or distributed by the Insured. Insured Products includes any packaging or containers, designs, formulae or specifications thereof, directions, instructions or advice given or omitted to be given in connection with such things other than a Vehicle or vending machine.
- 1.14. Legal Proceedings** means litigation, arbitration, mediation, adjudication or any other process of dispute resolution.
- 1.15. Medical Persons** means medical doctor, medical nurses, dentists and first aid attendants.
- 1.16. Named Insured** means the entity set forth in Item 1 in the Policy Schedule in respect of this Part 1 Cover.
- 1.17. North America** means:
- a) the United States of America and Canada;
 - b) any state, territory or protectorate incorporated in, or administered by, the United States of America or Canada; and
 - c) any country or territory subject to the laws of the United States of America or Canada.
- 1.18. Occurrence** means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended from the Insured's standpoint.
- All events of a series consequent on or attributable to one source or original cause shall be deemed one **Occurrence**.
- 1.19. Personal Injury** means:
- a) death, injury, sickness or disease or death sustained by a person resulting from such injury, sickness or disease and shall include mental injury, mental anguish and shock
 - b) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution and humiliation.
 - c) libel, slander, defamation of character or invasion of privacy; and
 - d) assault and battery not committed by or at the direction of the **Insured** unless committed for the purpose of preventing or eliminating danger to persons or property.
- 1.20. Policy Period and This Part 1 Cover** means:
- Policy Period** means the period set forth in Item 3 of the **Policy Schedule** in respect of **this Part 1 Cover**, or any shorter period arising as a result of Cancellation of **this Part 1 Cover**.
- 1.21. Pollutants** means but is not limited to any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including but not limited to, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids or alkalis of any sort, chemicals and waste. Waste includes but is not limited to, material to be recycled, reconditioned or reclaimed.
- 1.22. Products Hazard** means Personal Injury or Property Damage arising out of the Insured's Products or reliance upon a representation or warranty made at any time with respect thereto, but only if the Personal Injury or Property Damage occurs away from premises owned by, leased to, rented to or occupied by the Insured and after physical possession of such products has been relinquished to others.
- 1.23. Property Damage** means:
- a) physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom; or
 - b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by physical injury to or destruction of other tangible property.

- 1.24 **Territorial Limits** means anywhere in Australia
- 1.25 **Tool of Trade** means any Vehicle which has attached as an integral part of such Vehicle any equipment for mechanical digging, scraping, grading, slashing, mowing, drilling, lifting or levelling, whilst such equipment is being used for the purpose for which it was designed.
- 1.26 **Vehicle** means any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power.
- 1.27 **Watercraft** means any vessel or craft made to or intended to float on or in or travel on or through or under water.
- 1.28 **This Part 1 Cover** means the wordings found in this Part 1 as well as the endorsements and schedules as they apply to this Part 1 (including any general endorsements or schedules which are in respect of **the Policy** and which may also apply to **this Part 1 Cover**).

2. COVER

Subject to all provisions, terms, exclusions, and conditions applicable to **the Policy** or **this Part 1 Cover**, we agree to indemnify the **Insured** for all amounts which the **Insured** shall become legally liable to pay as a result of **Claims** or **Legal Proceedings** for **Personal Injury** or **Property Damage** happening during the **Policy Period** and caused by an **Occurrence** within the **Territorial Limits** and arising from and within the course of the **Business** and provided that the **Claim** or **Legal Proceedings** are brought against the **Insured** in a court of law within the **Territorial Limits**.

3. DEFENCE PROVISIONS

- 3.1 We shall defend at **our** cost any **Claim** or **Legal Proceeding** against the **Insured** that seeks compensation covered by **this Part 1 Cover**, even if the **Claim** or **Legal Proceeding** is groundless, false or fraudulent.
- 3.2 In the defence of any **Claim** or **Legal Proceeding** against the **Insured** that seeks compensation covered by **this Part 1 Cover**, we will:
 - a) investigate, negotiate and settle the **Claim** or **Legal Proceeding** as we deem expedient; and
 - b) pay the following supplementary payments:
 - i. all costs taxed against the **Insured** in the **Claim** or **Legal Proceeding**;
 - ii. pre-judgement interest awarded against the **Insured** on that part of the judgement we pay;
 - iii. post-judgement interest that accrues after entry of judgement and before we have paid, offered to pay or deposited in court that part of the judgement that is within the applicable Limits of Liability; and
 - iv. the **Insured** expenses incurred at **our** request or with **our** written consent (including actual loss of wages or salary, but not loss of other income).

Notwithstanding, we will only be liable for the amount of damages and claimants' costs and expenses arising from an **Occurrence** that is in excess of the **Deductible**. The **Deductible** amount shall be borne by the **Insured** and shall remain uninsured, with regard to all payments for which the **Insured** shall be liable.

- 3.3 We may undertake investigations, conduct negotiations and with the written consent of the **Insured** settle any **Claim** or **Legal Proceedings** where settlement has been agreed to by the parties being indemnified or has been recommended by a Senior Counsel. If consent to such settlement is still withheld by the **Insured** then **our** liability on account of that **Claim** or **Legal Proceeding** shall not exceed the amount for which we could have settled the **Claim** or **Legal Proceeding** plus the costs and expenses incurred to the date such settlement was recommended in writing to the **Insured**.
- 3.4 We will not defend any **Claim** or **Legal Proceeding** or investigate any **Claim** or **Legal Proceeding** after the exhaustion of the applicable Limits of Liability of this section by the payment of loss.

4. LIMITS OF LIABILITY

- 4.1 Our liability in respect of any one **Occurrence** shall not exceed the Limit of Liability as set forth in item 4 (i) of the **Policy Schedule** in respect of **this Part 1 Cover**. All **Personal Injury** and **Property Damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one **Occurrence**.
- 4.2 Our total aggregate liability during any one **Policy Period** for all **Occurrences** involving the **Products Hazard** shall not exceed the Limit of Liability as set forth in item 4(ii) of the **Policy Schedule** in respect of **this Part 1 Cover**.
- 4.3 Expenses incurred to defend or investigate any **Claim** or **Legal Proceeding** will be in addition to the applicable Limits of Liability. Provided however that, in the event of any **Claim** or **Legal Proceeding** being made against the **Insured** in any court or before any other legally constituted body in **North America**, the Limits of Liability shall apply to such **Claim** or **Legal Proceeding** inclusive of expenses to defend or investigate any **Claim** or **Legal Proceeding**.
- 4.4 The Limits of Liability apply separately to each **Policy Period** as shown in the **Policy Schedule** in respect of **this Part 1 Cover**.

5. EXCLUSIONS

This Part 1 Cover excludes all liability for:

5.1 Aircraft, Hovercraft and Watercraft

Personal Injury or **Property Damage** caused by or arising out of the ownership, possession, maintenance, operation or use by or on behalf of the **Insured**:

- a) of any **Aircraft** or Hovercraft; or
- b) any **Watercraft** or vessel exceeding eight (8) metres in length.
Provided that this Exclusion 5.1 (b) shall not apply with respect to:
 - i. operations by independent contractors;
 - ii. **Watercraft** owned by others and used by the **Insured** for entertainment purposes related to the **Business**; or
 - iii. hand propelled or sailing craft.

This proviso 5.1 (b) (i), (ii) and (iii) shall only apply where such **Watercraft** are sailing or operating in Australian territorial or inland waters.

5.2 Aircraft Products

The supply, distribution, sale or manufacture of **Aircraft Products** or reliance upon any representations or warranties made by the **Insured** with respect to **Aircraft Products** or arising out of the **Grounding** of any **Aircraft**.

5.3 Asbestos

Mesothelioma, asbestosis or for any death, disease, loss of use of property, or damage to property (including consequential loss) arising directly or indirectly out of or in connection with or in consequence of:

- a) inhaling, ingesting or physical exposure to asbestos or goods or products containing asbestos; or
- b) the use of asbestos in constructing or manufacturing any good, product or structure; or
- c) the removal of asbestos from any good, product or structure; or
- d) the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- e) the presence of asbestos in any building.

5.4 Contractual Liability

Personal Injury or **Property Damage**:

- a) where the **Insured** assumes liability under any contract or agreement.
But this Exclusion 5.4 a) shall not apply to those written contracts:
 - i. designated under item 6 of the **Policy Schedule** in respect of **this Part 1 Cover**.
 - ii. where such liability would have been implied by law;

- iii. where the **Insured** assumes liability under a warranty of fitness or quality as regards the **Insured's Products**;
 - iv. to **Incidental Contracts** entered into by the **Named Insured**;
 - v. to **Insured Contracts** entered into by the **Named Insured** where the **Named Insured** is obligated to provide insurance as is afforded to any person or organisation, but only with respect to their liability arising out of operations conducted by the **Named Insured** or on their behalf and not to any greater extent than required by the contract or agreement;
- b) where the **Insured** has waived any rights, which but for the existence of such waiver would accrue to the **Insured**.

5.5 Expected or Intended

Personal Injury or **Property Damage** expected or intended from the standpoint of the **Insured**. However, this exclusion does not apply to:

- a) **Personal Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property; or
- b) liability of the **Insured** for compensation as the result of an act committed by the **Insured's Employee(s)** which results in **Personal Injury** or **Property Damage** expected or intended from the standpoint of the **Insured's Employee(s)**, provided such act was not committed at the direction of the **Insured**.

5.6 Financial Loss

Financial Loss, unless such loss is a direct result of **Personal Injury** or **Property Damage** for which indemnity is provided by **this Part 1 Cover**.

5.7 Fines, Penalties, Punitive, Aggravated, Exemplary Damages & Taxes

- a) fines, penalties (civil or criminal), liquidated, punitive, aggravated or exemplary damages;
- b) taxes;
- c) non-pecuniary relief;
- d) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

5.8 Internet Operations

Personal Injury or **Property Damage** arising directly or indirectly out of or caused by or in connection with the **Insured's** internet operations, including but not limited to **Business** conducted and/or transacted via the internet, intranet, extranet, and/or via the **Insured's** own website, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

5.9 Libel and Slander

Personal Injury or **Property Damage** arising out of a libel or slander:

- a) made prior to the effective date of this insurance; or
- b) made by or at the **Insured's** direction with knowledge of the falsity or defamatory character thereof; or
- c) related to advertising, broadcasting, publishing or telecasting activities including Internet activity, conducted by the **Insured** or on the **Insured's** behalf.

5.10 Loss of Use

Loss of use of any tangible property which has not been physically injured or destroyed resulting from:

- a) a delay in or lack of performance by the **Insured** or on the **Insured's** behalf of any contract or agreement; or
- b) the failure of the **Insured's** Products to meet the level of performance, quality, fitness or durability expressly or implied, warranted or represented by the **Insured**.

Provided that this Exclusion 5.10 (b) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Insured's** Products after such products have been put to use by any person or organisation other than the **Insured**.

5.11 Molestation and/or Sexual Harassment

Personal Injury sustained by any person arising out of or as a result of the molesting of or interfering with any person, and/or sexual harassment including unwelcome sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature.

We will further not have any duty to defend any action suit of proceeding against any person (including an Insured) either directly or vicariously seeking damages on account of **Personal Injury** arising out of or in connection with molestation and or sexual harassment.

5.12 Nuclear Liability

Claims or **Legal Proceedings** of whatsoever nature, directly or indirectly, caused by or contributed by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

5.13 Damage to Own Products

Property Damage to the **Insured's Products**.

5.14 Product Recall

Any cost or expense incurred or claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **Insured's Products** or of any property of which such products form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

5.15 Professional Liability

Personal Injury or **Property Damage** arising out of the rendering of or failure to render professional advice or service by the **Insured**, or any error or omission arising from the rendering of professional advice, design specification or service for a fee

Provided that this Exclusion 5.14 does not apply to the rendering of or failure to render professional medical advice by **Medical Persons** employed by the **Insured** to provide first aid and other medical services on the **Insured's** premises

5.16 Property Owned or in the Insured's Physical or Legal Control

Property Damage to:

- a) property owned by, leased or rented to the Insured; or
- b) property belonging to the Insured or in the care, custody or control of the Insured or any **Employee** of the **Insured** other than:
 - i. premises which are leased or rented to the **Insured**; or
 - ii. premises and their contents not belonging to, leased or rented to the **Insured** at which the **Insured** is undertaking work in connection with the **Business**.
 - iii. **Vehicles** and their contents (not belonging to or used by or on behalf of the **Insured**) in the **Insured's** physical or legal control where such **Property Damage** occurs while any such **Vehicle** is in a car park owned or operated by the **Insured**;
Cover under this section 5.15 (b) (iii) does not apply if the **Insured** as part of the **Business** owns or operates a car park for reward;
 - iv. goods, equipment, merchandise and property other than real property subject to cover being limited to a maximum of \$10,000 each **Occurrence** and in the aggregate during any one **Policy Period** for such **Property Damage**.
- c) that particular part of any real property on which the Insured or any contractors working directly or indirectly on the Insured's behalf are performing operations if the Property Damage arises out of those operations.

5.17 Pollution

Personal Injury or Property Damage directly or indirectly arising out of:

- a) **Pollutants** directly or indirectly caused by or contributed to by or arising from the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or **Pollutants** into or upon land the atmosphere or any watercourse or body of water;
- b) the cost of removing, monitoring, testing, containing, treating, detoxifying, neutralizing, nullifying or cleaning up smoke, vapours, soot, mould, fungus, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or **Pollutants** discharged, dispersed, released or escaped into or upon and, the atmosphere or any watercourse or body of water;
- c) fines, penalties, punitive, exemplary or multiple damages relating to the circumstances detailed in 5.16 (a) above.
- d) the cost of preventing the escape of **Pollutants**.

Exclusions 5.16(a) and 5.16(b) shall not apply where the **Claim** or **Legal Proceeding** arises from a sudden identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place and occurs outside of **North America**.

5.18 Silica

Claims or **Legal Proceedings** directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the **Insured** to indemnify any party because of **Personal Injury** or **Property Damage** arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

5.19 Terrorism

Personal Injury or **Property Damage** arising directly or indirectly as a result of or in connection with Terrorism including, but not limited to, any contemporaneous or ensuing **Personal Injury** or **Property Damage** caused by fire, looting or theft.

Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognised by the government of any country in which the **Insured** operates or exports products into, as an act of terrorism.

5.20 Vehicles

Personal Injury or **Property Damage** caused by or arising out of the use of or operation by the **Insured** of any **Vehicle** which is registered or in respect of which insurance is required by virtue of any legislation.

Provided that this Exclusion 5.19 shall not apply to the **Insured's** liability for **Personal Injury** or **Property Damage**:

- a) arising from the actual loading, unloading, delivery or collection of goods to or from any **Vehicle**;
- b) arising from the use of any **Tool of Trade** either on any site where the **Insured** are undertaking work or at the **Insured's** premises.

This proviso 5.19 (b) does not extend cover to the use of any **Tool of Trade**, either on any site where the **Insured** is undertaking work or at the **Insured's** premises, whilst in transit or whilst being used for transport or haulage.

5.21 War

Personal Injury or **Property Damage** directly or indirectly caused by or in consequence of war, invasion, act of foreign enemy, hostilities (with or without the declaration of war), civil war, civil commotion, factional civil commotion, rebellion, revolution, insurrection, military or usurped power

5.22 Workers Compensation and Employers Liability

- a) **Personal Injury** sustained by an **Employee** which arises out of or in the course of their employment by the **Insured**;
- b) **Claims** or **Legal Proceedings** arising from provisions imposed by:
 - i. workers' compensation legislation or any similar legislation;
 - ii. accident compensation legislation or any similar legislation;
 - iii. any industrial award, agreement or determination.
- c) any obligation for which the **Insured** may be held liable under any Worker's Compensation Law or under any similar law.

CONDITIONS

6.1 Alteration of Risk

The **Named Insured** shall notify us in writing within thirty (30) days of any material changes to the **Business** description as stated in the **Policy Schedule** in respect of **this Part 1 Cover**. We reserve the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such change in **Business** description as stated in the **Policy Schedule** in respect of **this Part 1 Cover**.

6.2 Audit

We may audit and examine the **Named Insured's** books and records as they relate to **this Part 1 Cover** at any time during the **Policy Period** or anytime after the expiration or termination of **this Part 1 Cover**.

PART 2– Home and Contents Cover

Cover under **this Part 2 Cover** is only in respect of loss or damage which would otherwise not be covered under any **Host Family's** Home and Contents insurance policy

DEFINITIONS IN RESPECT OF THIS PART 2 COVER ONLY

Insured shall refer to the person named in the **Policy Schedule** in respect of **this Part 2 Cover**.

Spouse means **Your** husband or wife and includes de-facto partner who, although not legally married to **You**, lives with **You** on a genuine domestic basis.

Dependent Children shall mean the natural or legally adopted children of the Insured. Such children shall be unmarried and between one (1) and twenty one (21) years of age (twenty five (25) years if studying fulltime in a recognized tertiary institution) (if applicable) on the Effective Date

Immediate Family shall refer to **Your** parents, **Spouse**, **Dependant Children** or siblings permanently residing with the Insured in the **Insured Premises**.

Insured Premises shall refer to the address stated in the **Policy Schedule to the Policy**

Household Contents shall refer to renovated items, fixtures and fittings installed by the **Insured**, household furniture and furnishings, clothing's, personal effects and **Personal Valuables** belonging to the **Insured** or to the **Host Family**.

Homestay Student shall refer to the student who is enrolled in the Education Provider's Homestay program and who is staying with the Host **Personal Valuables** shall refer to platinum, gold and silver articles, watches, jewellery and furs.

Personal Valuables shall refer to platinum, gold and silver articles, watches, jewellery and furs

Policy Period means the period shown in the **Policy Schedule**, **this Part 3 Cover** schedule or subsequent renewal notice issued by us.

Host shall mean the **Insured**, **Spouse**, **Dependant Children and Immediate Family** who are either responsible for providing board and lodging for the **Homestay Student** in the **Insured Premises** or who permanently reside in such **Insured Premises**

Accidental Event shall mean a sudden, unforeseen and fortuitous event

Effective Date shall mean the start date of the **Policy Period** as stated in the **Policy Schedule** or in the schedule in respect of **this Part 2 Cover** or the Renewal Schedule as the case may be.

This Part 2 Cover means the wordings found in this Part 2 as well as the endorsements and schedules as they apply to this Part 2 (including any general endorsements or schedules which are in respect of **the Policy** and which may also apply to **this Part 2 Cover**

Building means the building(s) at the **Insured Premises** and includes:

- structural improvements and outbuildings;
- landlord's fixtures and fittings;
- walls, gates, fences, sealed paths and driveways;
- lights and signs, aerials, antennae and dishes; and
- underground and above ground services connected to the buildings, and storage tanks;

unless insured elsewhere.

INSURING CLAUSE

From the **Effective Date** and for the **Policy Period**, We will pay for loss or damage to a **Host's Family's Household Contents** and **Buildings** within the **Insured Premises** provided:

- (i) the loss or damage arose out of a sudden and unforeseen event caused as a direct result of the actions of a **Homestay Student**; and
- (ii) further provided the Accidental Event were a **Perils Covered** or directly manifested as a **Perils Covered**.

Perils Covered shall be limited to the following

1. Fire (including but not limited to scorching and / or charring due to the accidental application of a heating appliance such as an iron or hair straightener.)
2. Explosion of domestic appliances
3. Smoke & Water Damage
4. Malicious Damage
5. Spontaneous Combustion
6. Theft by violent and forcible entry into the **Building**

Provided that the total liability of the Company under **this Part 2 Cover** during any **Policy Period** shall not exceed in aggregate the sum insured of **\$5000** as specified in the **Policy Schedule** in respect of **this Part 2 Cover**.

Further provided that:

- (a) The amount of Personal Valuables shall be deemed not to exceed:
 - (II) One thousand dollars (\$1,000) for any one article (excluding the first \$100/of each and every loss)
- (b) Securities or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records is not covered under **this Part 2 Cover**.
- (c) Loss of cash is not covered under **this Part 2 Cover**.
- (d) Household Contents left in the open outside the confines of the Insured Premises is not covered under **this Part 2 Cover**
- (e) The Insured bears the first \$100.00 dollars of any claim under **this Part 2 Cover**

BASIS OF SETTLEMENT

The settlement of any claim shall be either on an indemnity basis or new for old with provision for wear and tear deduction if necessary at **our** option. For any claim please contact **AIG** on **1800 633 676**.

POLICY REINSTATEMENT CLAUSE

In the event of a claim arising from **Perils Covered** under this Section other than theft, the sum insured will be reduced by the loss amount for each and every claim and shall not exceed in aggregate the sum insured of \$5000

GENERAL EXCLUSIONS IN RESPECT OF THIS PART 2 COVER

We shall not be liable for any loss, damage or other contingency occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely:

1. Any loss or damage caused by flood or overflow except as specifically Insured by **this Part 2 Cover**.
2. Any loss, damage arising from or contributed to by any dishonest, fraudulent, criminal, malicious or willful act or omission of the **Insured** or any member of the **Host Family**.
3. Any loss, damage or other contingency happening during the existence of state of emergency as declared by the local authorities (whether physical or otherwise) which is occasional by or through or in consequential directly or indirectly of any of the said occurrences except to the extent that the **Insured** shall prove that such loss, damage or other contingency happened independently of the existence of the state of emergency as declared by the local authorities.

In any action, suit or other proceeding where we allege that by reason of the provisions of this exclusion, any loss, damage or other contingency is not covered by this insurance, the burden of proving that such loss, damage or other contingency is covered shall be upon the Insured.

SPECIFIC EXCLUSIONS

Fungi, Wet or Dry Rot or Bacteria

No cover shall be provided in respect of any loss or damage occasioned by **Fungi, Wet or Dry Rot or Bacteria**.

Whenever **Fungi, Wet or Dry Rot or Bacteria occur the Fungi, Wet or Dry Rot, or Bacteria** and any resulting loss is **always excluded under this Policy, however caused**. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, **Fungi, Wet or Dry Rot, or Bacteria**.

For the purposes of this exclusion:

Fungi means any type or form of fungus, including but not limited to, all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas, or substance, including any by product, produced or released by **Fungi**.

Fungi, Wet or Dry Rot, or Bacteria means the presence, growth, proliferation, spread or any activity of **Fungi, Wet or Dry Rot or Bacteria**.

Other Exclusions in respect of Fungi, Wet or Dry Rot or Bacteria

This exclusion includes any liability imposed on the insured by any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from **Fungi, Wet or Dry Rot, or Bacteria**.

PART 3 –Accidental Death Cover

DEFINITIONS IN RESPECT OF THIS PART 3 COVER ONLY

Homestay Student shall refer to the student who is enrolled in the Homestay program and who is staying with **You**.

Spouse means **Your** husband or wife and includes de-facto partner who, although not legally married to **You**, lives with **You** on a genuine domestic basis.

Insured Premises shall refer to the address stated in the **Policy Schedule to the Policy**

Injury means a bodily injury to **you** resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except sickness directly resulting from medical or surgical treatment rendered necessary by such injury), provided the injury:

- (a) Occurs on or after **your** Effective Date as specified in the schedule in respect of **this Part 3 Cover** and
- (b) Results in the Events specified in the Table of Events under Section A within 12 Calendar months from the date of such injury provided **the Policy** or **this Part 3 Cover** remains in force; and
- (c) Occurs in the **Insured Premises**.

Policy Period means the period shown in the **Policy Schedule, this Part 3 Cover** schedule or subsequent renewal notice issued by us.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Terrorist Act means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victims(s) shall not be considered terrorist acts. Terrorism shall also include any act which is verified or recognized by the (relevant) Government as an act of terrorism.

Effective Date shall mean the start date of the Policy Period as stated in the **Policy Schedule** or in the schedule in respect of **this Part 3 Cover** or any renewal schedule as the case may be

Pre-existing medical condition(s) means any condition for which within the eighteen (18) consecutive months period prior to the **Effective Date**:

- (a) **you** have consulted a physician or medical specialist;
- (b) **you** received treatment or advice for treatment (including investigations whether or not a diagnosis has been made) or medication or were prescribed medication; or
- (c) The manifestation of symptoms would have caused a reasonable person to seek medical advice; or
- (d) **you** are on a waiting list for treatment; or
- (e) **you** have received a terminal prognosis for; or
- (f) **you** have been recommended to continue or to commence any medical treatment or medication.

You and **Your** mean the “named insured” shown in the Schedule.

This Part 3 Cover means the wordings found in this Part 3 as well as the endorsements and schedules as they apply to this Part 3 (including any general endorsements or schedules which are in respect of **the Policy** and which may also apply to **this Part 3 Cover**.

CONDITIONS APPLICABLE TO THIS PART 3 COVER ONLY

1. Cover

If, whilst this policy is in force, **you** or **your spouse** suffers an **Injury** as defined whilst:

(1) in the **Insured Premises** and

(2) whilst hosting a **Homestay Student** in such premises,

which results in any Event specified in the Table of Event under Section A, then **we** will pay the compensation shown for that Event.

2. Effective Date

This Part 3 Cover will become effective on the **Effective Date**.

3. Age Limits

We will not provide any death benefit unless **you** or **your spouse** have attained the age of 18 and not have attained the age of 65.

4. Individual Terminations

This Part 3 Cover will immediately terminate on the earliest of the following dates:

(a) on the date this Policy is cancelled by **you** or us;

(b) on the date **you** or **your spouse** attains the maximum age Limit.

(c) On expiry of the **Policy Period**

5. Claims Procedure

(a) Written Notice of Claim and supporting medical evidence in the form required by us, and proof of identity, must be given to *us* within 30 days of the occurrence of the Event specified in Table A or as soon thereafter as is reasonably possible.

(b) **We are also entitled to** arrange an autopsy of **you** or **your spouse**.

(c) Compensation will be paid as soon as we have investigated and verified the information supplied and satisfied **ourselves** that the claim falls within **this Part 3 Cover**. For any claim enquires please contact AIG on **1800 633 676**.

DISAPPEARANCE

If **your body** or a body of **your spouse** has not been found within twelve (12) calendar months after the date of the disappearance, sinking or wrecking of a conveyance in which **you** or **your spouse** were travelling at such date, **we** will assume that **you** died as the result of **Injury** and will pay the compensation specified under the Section A – Death Benefit, Table of Events subject to receipt of a signed undertaking by **your** estate or the estate of **your spouse**. If it is later demonstrated that **you** or **your spouse** did not die as a result of an **Injury**, any such compensation paid under Event 1 shall be refunded to **us** in full.

GENERAL EXCLUSIONS

This Part 3 Cover shall not apply to any Event directly or indirectly caused by or resulting from:

1. **War**, civil war, invasion, insurrection, revolution, use of military power or actual or threatened usurpation of government by military power or the intentional use of military force or other intervention by a government or official authority to intercept, prevent, or mitigate any known or suspected **Terrorist Acts**.
2. Any loss arising out of any **Terrorist Acts**.
3. **You** or **your spouse** engaging in any aerial activities, except as a passenger and not as a pilot or crew member in any aircraft licensed to carry passengers.
5. **Your** or **your spouse** intentional self-injury or suicide.
6. Any criminal or the illegal act by **you** or **your spouse**.
7. **Yours** or **your spouse's** or any other person's pregnancy, childbirth or miscarriage.
8. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S) disease or Human Immunodeficiency Virus (H.I.V.) infection. This Exclusion does not apply to Accidental H.I.V. Infection:
 - (a) as a direct result of Injury caused by a physical and violent bodily assault by another person while **You** are covered under this **Policy**; or
 - (b) as a direct result of the administering of medical treatment provided by a registered and legally qualified medical practitioner or registered nurse of **You** covered Injury while **You** are insured under this Policy.
9. Training for or participating as a professional in any sport.
10. Racing in or on any motor powered device.
11. Radioactive contamination or radioactivity in any form whatsoever whether occurring naturally or otherwise.
12. **You** or **your spouse** having a blood alcohol content over the prescribed legal limit when driving or operating any motor vehicle, and/or being under the influence of any drug other than a drug administered by, or in accordance with the advice of a legally qualified medical practitioner.
13. Sickness, disease or any kind of infection however contracted, even if through **injury**. This Exclusion however, does not apply to sickness or disease directly resulting from medical or surgical treatment rendered necessary by an **injury** or to infection directly resulting from an **injury**, provided that in each case the **injury** itself is covered by this policy; or to accidental food poisoning.

SPECIAL PROVISIONS

The compensation payable under Section A – Death Benefit, Table of Events shall be payable to **the deceased's** estate.

TABLE OF EVENTS

SECTION A – DEATH BENEFIT

THE EVENT

THE COMPENSATION

<p>Injury as defined whilst in the Insured Premises and whilst hosting a Homestay Student in such premises, which results in Death</p>	<p>As specified in your Policy Schedule *</p>
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* Please note: **We** will not provide any death benefit unless **you** or **your spouse** have attained the age of 18 and not have attained the age of 65.

PART 4 – Personal Extended Protection Cover

GENERAL DEFINITIONS IN RESPECT OF THIS PART 4 COVER ONLY

Note: There are 4 separate coverage under this Part 4 Cover. These Definitions that apply to all four (4) Types of Coverage:

1. **ATM** means automatic teller machine.
2. **Bodily injury** means bodily harm, sickness or disease, including required care, loss of services and death that result
3. **Business** means:
 1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 2. Any other activity engaged in for money or other compensation.
4. **Check(s)** means any bank draft drawn against deposited funds to pay a specific sum to a specified payee on demand other than drafts with a stamped signature.
5. **Credit Accounts** mean any credit arrangements from an authorised and registered financial institution for personal use, such as credit card account, car/home loan account.
6. **Homestay Student** shall refer to the student who is enrolled in the Homestay program and who is staying with **you**.
7. **Identity Theft** means the unauthorized and/or illegal use of **your** personal information such as **your** name or other unique identifiers to open **credit accounts** and/or bank accounts that **you** did not authorize by the **Homestay Student**.
8. **Lost or Stolen** means having been inadvertently lost or having been stolen by a third party without **your** assistance, consent or co-operation.
9. **Money** means currency, coins and bank notes in current use and having a face value
10. **Payment Card** means an **ATM** card, credit card, charge card or debit card issued by an authorised and registered financial institution for personal use only.
11. **Policy Period:** The period shown on the **Policy Schedule** which inception date shall be at least **28 days** following the date **you** first applied and the application was accepted for cover.
12. **Personal Papers** means identification documents issued by **your** country, state or province including but not limited to **your** driver's license and passport
13. **Relative** means **spouse**, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew, and first cousin.
14. **Replacement cost** means the amount it would cost to replace an item at current prices.
15. **Insured Premises** shall refer to the address stated in the **Policy Schedule to the Policy**
16. **Robbery** means the unlawful taking of money or other property from **your** care and custody by one who has caused or threatened **you** with bodily harm and has committed an illegal or violent act.
17. **Suit** means a civil proceeding seeking monetary damages as a result of **identity theft**, or a criminal proceeding in which **you** are charged with illegal acts committed by someone else while engaged in the theft of **your** identity
18. **Spouse** means Your husband or wife and includes de-facto partner who, although not legally married to You, lives with You on a genuine domestic basis.

19. You and Your means:

1. The “named insured” shown in the Schedule to **this Part 4 Cover**; and
2. **Spouse** or dependent children under age 21 (twenty-one), permanently living with **you** in **your** home.

20. This Part 4 Cover means the wordings found in this Part 4 as well as the endorsements and schedules as they apply to this Part 4 (including any general endorsements or schedules which are in respect of **the Policy** and which may also apply to **this Part 4 Cover**.

GENERAL EXCLUSIONS APPLICABLE TO THIS PART 4 COVER ONLY

We will not pay under any Section of all four (4) Types of Coverage of this Policy for claim which arises directly or indirectly from, or is caused by:

1. Losses that do not occur within the **Policy Period**
2. Monetary losses other than the out-of-pocket expenses related to the resolution of **your Identity Theft** outlined in **this Part 4 Cover** other than under Section 3 of such Part – Obligation to Pay;
3. Any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death;
4. Requesting credit reports before the discovery of **your Identity Theft** ;
5. Taking time from self-employment or workdays that will be paid by **your** employer in order to correct their financial records that have been altered due to **Identity Theft**.
6. Any expenses submitted more than 12 months from the time the **Identity Theft** was reported.
7. Losses that result from or are related to **Business** pursuits including **your** work or profession.
8. Losses caused by **your** illegal acts.
9. Losses that **you** have intentionally caused.
10. Losses that result from the direct actions of a relative, or actions that a relative knew of or planned.
11. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority.
12. Losses due to the order of any government, public authority, or customers’ officials.

1.1. SECTION 1 COVER – IDENTITY THEFT

We will pay for **your** expenses resulting from **your** efforts to resolve **your Identity Theft**, and expenses can be submitted up to 12 months after **you** make a claim. The following expenses are covered:

1. Legal Expenses – We will reimburse **you** for attorney and court fees incurred by **you** for:
 - a) Defending any **suit** brought against **you** by a creditor or collection agency or someone acting on their behalf as a result of the **Identity Theft**;
 - b) Removing any civil or criminal judgment wrongfully entered against **you** as a result of the **Identity Theft**;
 - c) Challenging the accuracy or completeness of any information in **your** consumer credit report provided this information is inaccurate and falsely provided to the credit agency or financial institution as a result of **Identity Theft**.
2. Lost Wages - We will reimburse **you** for time taken from work solely as a result of **your** efforts to correct **your** financial records that have been altered due to **identity theft**. Payment of lost wages includes compensation for whole or partial unpaid workdays. **You** must take these unpaid days within 12 months of making a claim.

3. Obligation to pay - If any **Credit Accounts** and or bank accounts were opened in **your** name without **your** authorization, we will pay for **your** actual loss from the unauthorized account. We will pay for **your** legal obligation to pay a creditor when the account was created as part of **your Identity Theft**.
4. **Miscellaneous Expenses – We will reimburse the following expenses:**
 - a. The cost of re-filing applications for **Credit Accounts** or banking accounts that are rejected solely because the lender received incorrect information as a result of **Identity Theft**;
 - b. The cost of notarizing documents related to **your Identity Theft**, long distance telephone calls, and certified mail reasonably incurred as a result of **your** efforts to report an **Identity Theft** or to correct **your** financial and credit records that have been altered as a result of **your identity theft**;
 - c. The cost of contesting the accuracy or completeness of any information contained in **your** credit history as a result of **your Identity Theft**;
 - d. The cost of a maximum of 4 (four) credit reports from an entity approved by us. The credit reports shall be requested when **you** make a claim.

1.2. **SPECIFIC EXCLUSIONS THAT APPLY TO SECTION 1 COVER– IDENTITY THEFT**

We will not pay for any expenses or loss as a result of:

1. Monetary losses other than the out-of-pocket expenses related to the resolution of **your Identity Theft** outlined in this policy;
2. Any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death;
3. Requesting credit reports before the discovery of **your Identity Theft**;
4. Taking time from self-employment or workdays that will be paid by **your** employer in order to correct **your** financial records that have been altered due to **Identity Theft**.

1.3. **SPECIFIC CONDITIONS THAT APPLY TO SECTION 1 COVER– IDENTITY THEFT**

- The fraudulent account must have been opened in **your** name without **your** authorisation.
- Any false charge or withdrawal from the unauthorized opened account must be verified by **your** financial institution.
- Coverage for false charges is limited to the amount **you** are held liable for by the financial institution.
- We will be permitted to inspect **your** financial records.
- **You** will cooperate with us and help us to enforce any legal rights **you** or we may have in relation to **your Identity Theft**; this may include **your** attendance at depositions, hearings and trials, and giving evidence as necessary to resolve **your Identity Theft**.
- **You** will only have to pay one deductible per **Identity Theft** occurrence during the **Policy Period**.

1.4. **HOW TO MAKE A CLAIM UNDER SECTION 1 COVER – IDENTITY THEFT**

Upon becoming aware of any event which may give rise to a Claim:

1. Call us **1800 633 676** (Monday—Friday 9am to 5pm (EST)) to make a claim within 2 days of discovering the **Identity Theft** to obtain proper forms and instructions;
2. File a police report within 48 hours of discovering the **Identity Theft**
3. Notify **your** bank(s) or credit account issuer(s) of the **Identity Theft** within 24 hours of discovering the **Identity Theft**;
4. Complete and return any claims forms including an authorization for us to obtain records and other information such as credit reports (if applicable) within 30 days of the original claim (see 1 above);
5. Provide proof that it was necessary to take time away from **your** work if they make a claim for lost wages. We will ask **you** to submit proof from their employer that they took unpaid days off, and they must have this information notarized;

6. Send us copies of any demands, notices, summonses, complaints, or legal papers received in connection with a covered loss;
7. Take all reasonable and prudent action to prevent additional damage to **your** identity.

SECTION 2 COVER – FRAUDULENT CHARGE

2.1 What We Cover under Section 2 Cover - Fraudulent Charge

If **your Payment Card** is **Lost or Stolen by the Homestay Student**, We will reimburse the unauthorised charges that **you** are responsible for on **your Lost or Stolen Payment Card**, up to 12 hours prior to **your** first reporting the event to **your Payment Card** issuer(s).

2.2 Specific Exclusions that apply to Section 2 Cover – Fraudulent Charge

We will not pay for any expenses or loss for:

1. Charges made on **your Lost or Stolen Payment Card** more than 12 hours prior to **your** first reporting the event to **your Payment Card** issuer(s);
2. Charges made on **your Lost or Stolen Payment Card** after **you** first reported the event to **your Payment Card** issuer(s);
3. Charges made on **your Payment Card** if **your Payment Card** has not been **Lost or Stolen**;
4. Cash advances made with **your Lost or Stolen Payment Card**;
5. Charges incurred by a resident of **your** household, or by a person entrusted with **your Payment Card**.

2.3 Specific Conditions that apply to Section 2 Cover – Fraudulent Charge

1. We will only pay for unauthorised charges for which **you** are responsible under the terms and conditions of **your Payment Card**.
2. **You** must report the loss or theft of **your Payment Card** to the issuer(s) and to us within 24 hours after discovering **your Lost or Stolen Payment Card** event.
3. **You** must comply with all terms and conditions by which **your Payment Card** is issued.

2.4 How to make a Claim under Section 2 Cover – Fraudulent Charge

In the event of a covered loss:

1. **You** shall call us at **1800 633 676** to make a claim and obtain the proper forms and instructions within 24 hours from discovering an unauthorized charge was made on **your Lost or Stolen payment card**;
2. **You** shall complete and return any documents including but not limited to claim forms, police reports, demands, notices, and any other documents we may ask **you** to provide;
3. The claims form and accompanying documents must be returned to us within 48 hours of making the original claim.

SECTION 3 COVER – LOST WALLET COVERAGE

3.1 What We Cover under Section 3 Cover – Lost Wallet Coverage

We will cover **you** for the following when **your** wallet is **Lost or Stolen**:

1. **Replacement costs** for the **Lost or Stolen** wallet as well as the **Personal Papers** and **Payment Cards** that were in the wallet;
2. Application fees for applying for new **Personal Papers** and/or **Payment Cards**.

3.2 Specific Exclusions that apply to Section 3 Cover – Lost Wallet Coverage

We will not cover:

1. **Money, Check(s), Transportation Tickets**, or other similar items that were in the **Lost or Stolen** wallet other than **your Personal Papers** and **Payment Cards**;
2. Losses that are caused by any events other than **Lost or Stolen**, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;

3. Accidental damage to **your** wallet and items inside;
4. Any fraudulent/unauthorized charges on the **Lost or Stolen Payment Cards**;
5. Any **Identity Theft** related costs that are caused by **Lost or Stolen Personal Papers or Payment Cards**.

3.3 Specific Condition that applies to Section 3 Cover – Lost Wallet Coverage

You must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless **you** are legally incapable of doing so.

3.4 How to make a Claim under Section 3 Cover – Lost Wallet Coverage

In the event of a covered loss:

1. **You** shall contact us at **1800 633 676** within 24 hours from the discovery of the incident to obtain a claims form and instruction;
2. **You** must file a police report within 24 hours from the discovery of the incident;
3. **You** shall complete, sign and return the form with the appropriate documents which include but are not limited to receipts, police reports, and any other documents we may ask **you** to provide;
4. The claims form and accompanying documents must be returned to us within 48 Hours of making the original claim.

SECTION 4 COVER – KEY & LOCK REPLACEMENT COVERAGE

4.1 What We Cover under Section 4 Cover – Key & Lock Replacement Coverage

1. **Key & Lock Replacement** – We will reimburse **you** for the cost of replacing **your Insured Premises** and/or **your** vehicle keys which are **Lost or Stolen**. The covered cost is limited to the money **you** paid to a locksmith or whomever to produce a new key.
2. **Break-in Protection** – We will reimburse **you** for the cost of replacing **your** locks and keys if **your Insured Premises** or **your** vehicle is broken into. The covered costs include the labour cost for replacing the lock.
3. **Lock Out Reimbursement** – We will reimburse **you** for the cost of obtaining a locksmith if **you** are locked out of **your Insured Premises** or **your** vehicle if **your** keys are **Lost or Stolen**.
4. **Rental Car Reimbursement** – We will cover the reasonable cost of a rental car if **your** vehicle keys are **Lost or Stolen** and it will take more than 24 hours to replace them;

4.2 Specific Exclusions that apply to Section 4 Cover – Key Replacement Coverage

We will not pay for:

- i. costs other than those listed in the “What We Cover” section- Section 4.1;
- ii. costs associated with **Lost or Stolen** keys for a **Insured Premises** other than **your** primary **Insured Premises**;
- iii. The cost to replace keys to vehicles that **you** do not own for personal use;

4.3 Specific Conditions that apply to Section 4 Cover – Key Replacement Coverage

For **break-in** protection claims, **you** must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless **you** are legally incapable of doing so.

4.4 How to make a Claim under Cover 4 – Key Replacement Coverage

In the event of a covered loss:

1. **You** shall call us at **1800 633 676** to make a claim and obtain the proper forms and instructions;
2. **You** shall file a police report within 24 hours of discovering an incident cover by this Section 4 Cover.
3. **You** shall fill out and return any claims forms and accompanying documents including police reports (where necessary), receipts for replacing locks and/or keys, and any other documents we may ask **you** to provide;
4. The claims form and accompanying documents must be returned to us within 2 business days of making the original claim

GENERAL CONDITIONS APPLICABLE TO THIS PART 4 COVERAGE ONLY

1. Excess of Other Insurance Coverage

Coverage provided by **this Part 4 Cover** is excess; this means that if, at the time of occurrence, **you** have other valid and collectible insurance - such as but not limited to homeowner's or renter's insurance – this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage. If the event is covered by more than one of Sections to **this Part 4 Cover**, we will only pay the amount from the coverage under which **you** first filed the claim.

2. Policy Period

The period of this policy is as set out in the **Policy Period** found on the schedule to **this Part 4 Cover** as well as in accordance with the definition of Policy Period under **this Part 4 Cover**.

3. Valid Account

Your Payment Card account must be valid and in good standing for coverage to apply. Benefits will not be paid if, on the date of occurrence, on the date of claim filing, or on the date of would-be claim payment, **your payment card** account is in delinquency, collection, or cancellation status.

4. Policy Deductible

Subject to the policy limits that apply, **we** will pay only that part of the total of all covered loss that exceeds the deductible amount shown in the Schedule to this **Part 4 Cover**.

5. Policy Limitation

For each of the coverage, **we** will pay up to the maximum amount per occurrence and per **policy period** as shown in the Schedule to this **Part 4 Cover**.