# Insurance 4 That

# Single item insurance

**Product Disclosure Statement** 



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# BENDIGO BANK INSURANCE 4 THAT PRODUCT DISCLOSURE STATEMENT

Bendigo Bank Insurance 4 That is issued by Insurance Australia Limited ABN 11 000 016 722 AFS Licence No. 227681 trading as Bendigo Bank Insurance 4 That.

In arranging this insurance policy, Bendigo and Adelaide Bank ABN 11 068 049 178 AFSL 237879 acts under its own Australian Financial Services Licence number and under an agreement with the insurer Insurance Australia Limited.

Got a question? You can contact Us on:

Website: Contact: https://insurance4that.bendigobank.com.au https://insurance4that.bendigobank.com.au /contact

Mail: Bendie

Bendigo Bank Insurance 4 That, 201 Sussex St, Sydney NSW 2000

Bendigo Bank Insurance 4 That is about making insurance clear and simple with choices that are right for You. This Product Disclosure Statement ('PDS') tells You about the insurance cover for Your items in Your Home and when You take them anywhere in Australia. It explains Your cover, what happens in the event of a claim, and what You need to do when You insure with Us.

From time to time We will need to update this PDS. If the update results in a material change from the PDS You hold, we will send You another PDS or a supplementary PDS. You may request a copy of the PDS free of charge at any time by contacting Us.

It's important You read about Your cover so You choose the insurance that suits Your needs.

# Your cover - Your choice

Everyone wants to protect different things. Bendigo Bank Insurance 4 That can be tailored to meet Your needs and to cover Your contents in a way, and for a price, that suits You. You can choose to insure these items when they are in Your Home, or in certain situations if You leave Home with them.

# **IMPORTANT INFORMATION**

#### Limitations in cover

It is important that You read the PDS and Your Certificate to ensure that You understand what this Policy does and does not cover.

Bendigo Bank Insurance 4 That provides cover only in relation to loss or damage caused by certain Listed Events as set out in the 'Listed Events Cover'.

Bendigo Bank Insurance 4 That also only provides cover for the single items of property that You have chosen to insure and are listed individually in the Certificate as the 'nominated property'.

Bendigo Bank Insurance 4 That does not provide any cover for any legal liability incurred by You except as specifically provided under the Bicycle Liability Cover.

#### Who can purchase this product

Cover can only be purchased by You if You are:

- 18 years of age or over; and
- a resident of Australia or You are living in Australia as a temporary resident for work or study purposes.

#### **Who Your Policy covers**

Your Policy covers only You being the Policy Owner who is named on the Certificate as an insured.

#### What being a Policy Owner means

The Policy Owner is the person who will act on behalf of all people covered by the Policy. The Policy Owner can change or cancel this Policy, and is the only person We will send notices or other Policy information to. Any claim payments will be made to the Policy Owner.

#### Limits on when You can insure some items

Only certain kinds of items can be insured under Bendigo Bank Insurance 4 That and there are limits as to when You can insure some items. You can only insure laptops, mobile phones, tablets, cameras, camera equipment or televisions within ninety (90) consecutive days of the date You purchased the item as shown on Your receipt/tax invoice unless the item is currently insured.

If You make a claim under this Policy in for such an item and We replace the item, You can purchase cover for this replacement item, whether it is new or refurbished.

#### **What Your Policy covers**

Bendigo Bank Insurance 4 That covers single items of Nominated Property in Your Home for loss or damage caused by Listed Events. Only certain types of items can be insured under Bendigo Bank Insurance 4 That. The types of items that can be insured will be shown when you apply for this insurance.

If You want cover for items of Nominated Property away from Your Home (the Location shown on the Certificate), You can take out the Optional Extras of 'Theft cover anywhere in Australia' and/or 'Accidental Damage'.

There are some items We won't insure under Bendigo Bank Insurance 4 That including:

- loose or unset gemstones;
- vehicles, motorcycles, caravans, camper trailers or trailers;
- drones or aerial devices;
- defibrillators;
- home improvement tools for example drills, mowers and saws;
- stock used in any business, trade or profession;
- scooters including electric scooters and scooters fitted with an internal combustion engine or other source of powered assistance; or
- ride on vehicles including:
  - motorised golf buggies or carts;
  - ride on lawnmowers; or
  - mobility scooters.

We only insure single items of Nominated Property that are individually listed in the Certificate. You may insure more than one item under Your Policy but each item must be listed individually with a separate sum insured, with the exception of golf clubs which can be listed as a set.

# **Embargoes and special Policy conditions**

You will not be covered for any loss or damage arising directly or indirectly from Storm, fire or Flood for the first 72 hours (or any longer period noted on the Certificate as the 'Embargo period') from the start of the Period of Insurance or from when You increase a sum insured or cover under the Policy unless:

- a) You have just bought the item of Nominated Property and the insurance is effective from the purchase date; or
- Your Policy replaced another policy covering the Nominated Property and there has been no break in cover.

Your Certificate will also show any other special conditions that apply to Your Policy.

#### Your sum insured

You must choose the amount You want to insure each item of Nominated Property for. The amount for which You have insured each item of Nominated Property is called the 'sum insured' and will be shown on the Certificate with each item of Nominated Property.

We pay up to the sum insured shown on the Certificate for each of Your items of Nominated Property.

It's important that You insure each item of Nominated Property for its full new replacement value, including GST. For any claim, We will repair or replace Your item or pay You the cost to repair or replace Your device up to a maximum of the sum insured for that item.

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

The purpose of the General Insurance Code of Practice (the Code) is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- a) to commit Us to high standards of service;
- b) to promote better, more informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- d) to provide fair and effective mechanisms for resolving complaints You make about Us; and
- e) to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code or Code Governance Committee.

### Your responsibilities and things You must tell Us

When You take out a Policy with Us or make a claim, You have certain responsibilities that are set out in this section. These responsibilities also apply to any person that is covered by Your Policy.

If You don't meet Your responsibilities, We may refuse to pay Your claim or reduce what We pay for Your claim. We may also decide to cancel Your Policy. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy.

#### You must tell Us if:

- there is any material change relating to the Nominated Property, the nature of the risk or Your circumstances during the Period of Insurance;
- Your Home will be unoccupied for a continuous period of 60 days or more during the Period of Insurance;
- there is any change to the address where Your Nominated Property is insured; and
- any people who are insured under the Policy have:

- been convicted of any fraud offence; or
- made a claim that is untrue under this Policy or another insurance policy.

If You tell Us about any of these things, We may charge an additional Premium, change the cover of Your Policy, impose special conditions or cancel Your Policy to reflect the change in risk and terms upon which We have issued Your Policy. If You do not wish to accept Our terms, You can cancel Your Policy.

If You fail to tell Us about these things before the happening of an occurrence giving rise to a claim under this Policy then, subject to the Insurance Contracts Act 1984, We may refuse to pay a claim, either in whole or in part. The course of action We take if You fail to tell Us about these things will be considered in each circumstances based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy.

#### You must also:

- be truthful and frank in any statement You make in connection with Your Policy;
- not behave in a way that is improper, hostile, threatening, abusive or dangerous;
- pay Your Premium, including paying instalments, by the due date;
- take reasonable precautions to avoid a claim being made;
- do everything reasonable to prevent further loss or damage to any property if an Incident happens;
- take reasonable steps to ensure You or anyone acting on Your behalf obeys all relevant laws;
- not make a fraudulent claim under this Policy or any other insurance policy; and
- follow the conditions of this Policy.

## Receiving your policy documents

In taking out this Policy, You have consented to all notices under the Policy being provided electronically to the email address You have provided to Us.

#### **Changes to Your Policy**

If You wish to change any details of Your Policy You must contact Us at

https://insurance4that.bendigobank.com.au/contact. If We accept the changes, We will provide You with an updated Certificate that will confirm the change and advise You of any additional Premium payable for such change. If You do not pay the extra Premium You may not be covered in the event of a claim. If the changes

reduce Your Premium, We will refund the amount owing to You. We will tell You if We can't accept the changes and why.

#### **Premium**

If We accept Your application for this insurance, You must pay the Premium shown on the Certificate for this Policy.

#### How We calculate Your Premium

We determine Your Premium by considering a number of factors including but not limited to the location of Your Home and the type and amount of cover You require.

Factors that increase the risk to Us generally increase the Premium (e.g. higher sum insured) and those that lower the risk generally reduce the Premium (e.g. lower sum insured). If You have any queries about this, You can ask Us.

Your Premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. stamp duty and GST).

Your Premium amount together with the amount of all individual charges, taxes or levies will be shown on the Certificate.

#### Paying Your Premium

You can pay Your Premium annually or by monthly, fortnightly or weekly instalments.

If You pay Your Premium by instalments:

- a) You must pay Your Premium instalment by the due date;
- b) You authorise us to deduct amounts by direct debit from the account or credit card You have nominated to pay instalments. This includes deduction of any unpaid instalments and remaining instalments in the circumstances specified in this PDS. You must ensure that You have the authority to use the nominated account or payment card and it is Your responsibility to ensure that sufficient funds are in the nominated account or credit card to meet each instalment:

If You pay by annual Premium:

- You must pay your premium by the due date shown on your Certificate; and
- b) if We offer to renew Your insurance, You must pay the renewal Premium by the due date set out on the Certificate provided. We will deduct / charge the renewal Premium amount from Your nominated account / payment card. If You do not pay the renewal Premium We will give You written notice to

cancel Your Policy in accordance with the Insurance Contracts Act 1984 (Cth).

#### **Unpaid premiums**

You need to pay your annual Premium or any instalments by the due date specified on your Certificate of Insurance. An instalment is unpaid if it cannot be deducted from Your nominated account or payment card.

If Your instalment is overdue, We will send You a notice outlining the overdue amount and when it needs to be paid. If Your instalment remains unpaid after the time period specified in the notice, We will:

- a) cancel Your policy for non-payment; and
- b) refuse to pay any claim for an incident occurring after the cancellation date.

We will send You a second notice either before cancelling informing You of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If You need to make a claim when Your Policy is overdue, and before Your Policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows We can reduce the settlement payment by the overdue amount.

If You pay by annual Premium:

- a) then before We pay any claim We will deduct any Premium amounts that are overdue or haven't been paid: and
- b) We will not refund any Premium amounts relating to an item of Nominated Property for which We have paid, or will pay, a claim.

# **Renewing Your Policy**

To ensure that Your Policy provides continuous protection, at least 14 days prior to expiry of Your Policy We will tell You whether We are prepared to offer You renewal of Your Policy and, if so, on what terms. If We offer to renew Your Policy We will provide You with details of the Premium and excess for the renewal period and any changes to the terms of the Policy.

If You wish to renew Your Policy and We have offered this, We do not require You to do anything as We will deduct / charge the renewal Premium from Your nominated account / payment card. If You do not wish to renew Your Policy You must contact Us prior to the renewal date and advise Us of this.

If You receive a renewal offer from Us, You must check all of the information and tell Us if any of the information is incorrect or incomplete. If You do not tell Us, We may reduce or refuse to pay a claim, if the failure to tell Us directly relates or contributes to any loss, damage, or liability.

If We will not offer to renew Your Policy, We will tell You at least 14 days prior to Your Policy expiring.

#### **Excess**

Your excess is the amount You will be required to contribute towards each individual item of Nominated Property You make a claim for under this Policy. If You make a claim, You will be required to pay the excess(es) that applies to Us or a repairer or supplier. We will tell You who to pay the excess(es) to.

We will advise You of the amount of the excess(es) at the time of Your application for Your Policy and Your excess(es) will be shown on the Certificate.

There are two types of excess that may apply to Your Policy:

- a) basic excess this applies to each individual item of Nominated Property You make a claim for and varies depending on the type of Nominated Property insured; and
- special excess this applies in addition to the basic excess for each individual item of Nominated Property You make a claim for and takes into account Your claims history.

You cannot pay to remove an excess from Your Policy.

### **Cooling off and cancelling Your Policy**

You have 21 days (the 'cooling off' period) after You purchase this Policy to change Your mind and tell Us that You want to cancel the Policy. We will refund Your Premium so long as You have not made a claim.

You may cancel Your Policy at any time by contacting Us. Your cancellation will be effective from the date You request the cancellation or a later date You request. If You are paying by instalments, We will not charge You any further instalments from the time You cancel Your Policy, but We will not refund any instalment Premiums already paid. You will also be required to pay any Premium amount outstanding at the time of cancellation. If You have paid Your Premium by annual payment, We will refund Your Premium for the period after cancellation.

We may only cancel Your Policy in accordance with the Insurance Contracts Act 1984 (Cth) including but not limited to if You do not comply with Your Policy terms and

conditions. If We cancel Your Policy, We will inform You in writing and refund Your Premium, if paid, for the period after cancellation.

#### **Goods & Services Tax (GST)**

All the benefits listed in this Policy include GST. If We cash settle Your claim, Our claim payment will be based on a GST inclusive cost. However, if You are or would be entitled to claim any input tax credits for Your Nominated Property, We will reduce any claim by the amount of such input tax credits. If You are entitled to any input tax credit. You must tell Us the extent of Your entitlement.

All dollar values described in this PDS include GST and are in Australian dollars.

#### Questions or concerns?

If there is anything about Our products and services You need to know, or if You are unsure or concerned about something, We will do Our best to sort it out. Find the answers to the most common questions at Our Frequently Asked Questions (FAQs). It's quick and available 24/7. Or email us and we'll respond to Your query within two business days.

FAQs: Contact:

https://insurance4that.bendigobank.com.au/fags

https://insurance4that.bendigobank.com.au

<u>/contact</u>

# Complaints

We will always do our best to provide you the highest level of service but if you are not happy or have a complaint or dispute, here is what you can do.

If you experience a problem or are not satisfied with our products, our services or a decision we have made, let us know so we can help.

You can contact us at

https://insurance4that.bendigobank.com.au/contact

We will try to resolve complaints at first contact or shortly thereafter.

If we are not able to resolve your complaint when you contact us or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

Phone: Email:

1800 045 517

customer.relations@iag.com.au

Customer Relations will contact you if they require additional information or have reached a decision. Customer Relations will advise you of the progress of your complaint and the timeframe for a decision in relation to your complaint.

We expect our procedures will deal fairly and promptly with your complaint. If you are unhappy with the decision made by Customer Relations you may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist you. You can contact AFCA:

Phone:
Website:
Email:

1800 931 678 (free call)

www.afca.org.au info@afca.org.au

Post:

GPO Box 3, Melbourne, VIC 3001

#### **Privacy**

We use information provided by You to allow Us to offer Our products and services. This means that We may need to collect Your personal information, and sometimes sensitive information about You as well.

We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

We will only use Your information for the purposes for which it was collected, other related purposes or as permitted or required by law.

You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover. We may share this information with companies within Our group, government and law enforcement bodies if required by law and other parties who provide services to Us or on Our behalf, some of which may be located outside of Australia. Other parties may include external investigators and/or any third party that You provide Us with information to assist Us in considering a claim made under this Policy.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at <a href="https://insurance4that.bendigobank.com.au">https://insurance4that.bendigobank.com.au</a>.

By applying, using or renewing any of Our products or services, or by providing Us with Your information, You

agree to this information being collected, held, used and disclosed as set out in the Privacy Policy. Our Privacy Policy also contains information about how You can access and seek correction of Your information, complain about a breach of the privacy law and how We deal with Your complaints.

#### **Financial Claims Scheme**

You may be entitled to payment under the Financial Claims Scheme in the event that Insurance Australia Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from <a href="http://www.fcs.gov.au">http://www.fcs.gov.au</a>.

#### Claim and excess payment examples

The following examples are designed to show how a claim payment might be calculated and what amount You may be required to pay. These are examples only, they do not cover all scenarios or benefits and do not form part of the Policy terms and conditions.

# Claim example 1 – loss or damage to Nominated Property – replacement and repair

You insure a number of items as Nominated Property including a refrigerator with a sum insured of \$2,000, a laptop with a sum insured of \$3,500, a television with a sum insured of \$2,000 and a microwave with a sum insured of \$450. A basic excess of \$50 individually applies to the refrigerator, the television and the microwave. A basic excess of \$150 applies to the laptop.

Your laptop, television and microwave are stolen and Your refrigerator is damaged when the burglars attempt to steal it during a burglary at Your Home. We accept Your claim and assess the cost to repair the refrigerator to be \$500.

A supplier confirms that the laptop can be replaced with a similar laptop for \$3,500, the television can be replaced with a similar television for \$2,000 and the microwave can be replaced by the same model microwave for \$400.

We arrange for a repairer to repair the refrigerator, and the supplier to replace Your laptop for \$3,500, television for \$2,000 and microwave with the same model for \$400. We pay the repairer \$500 to repair the refrigerator and pay the supplier \$5,900 to supply the laptop, television and microwave. You would pay Us \$300 representing the \$50 basic excess for each of the refrigerator, the television and microwave and \$150 basic excess for the laptop.

Claim example 2 – loss or damage to Nominated Property – replacement

You insure a number of items as Nominated Property including a television with a sum insured of \$1,900. A basic excess of \$50 applies to the television.

Your television is destroyed in a fire at Your Home. We accept Your claim and You agree to accept a store credit in settlement of the claim. We provide you with a store credit for \$1,850. The applicable basic excess of \$50 has been deducted from the store credit.

# Claim example 3 — loss or damage to Nominated Property — away from Your Home

You insure a number of items as Nominated Property including a television with a sum insured of \$1,500, a laptop with a sum insured of \$3,000 and a microwave with a sum insured of \$450. Your Home (the Location shown on Your Certificate) is Your room at the university college where You live during semester time. No Optional Extras are listed on Your Certificate. A basic excess of \$100 and a special excess of \$100 applies to each of the television and the microwave. A basic excess of \$150 and a special excess of \$200 applies to the laptop.

Your laptop is stolen from Your locked parents' house while You are staying with them during university holidays. You report the theft to the police.

You are not covered under this policy as the laptop was not at Your Home (the Location listed on the Certificate) at the time of the theft and therefore We will not accept Your claim and no amount is payable to You in relation to the laptop.

If you had 'Theft cover anywhere in Australia' listed on Your Certificate, the laptop would have been covered under this Optional Extra while away from Your university room. If you had the 'Theft cover anywhere in Australia' listed on Your Certificate and We accepted Your claim, We would have:

- a) replaced the laptop with a laptop of the same or similar type and quality and You would have paid Us the \$350 excesses (\$150 basic excess and \$200 special excess); or
- b) paid You a cash settlement of the amount it would cost Us to replace the laptop with a laptop of the same or similar type and quality less the \$350 excesses (\$150 basic excess and \$200 special excess), provided that cost was available or actionable by you.

### Summary of cover

We cover Your items of Nominated Property for loss or damage occurring at Your Home during the Period of Insurance directly caused by any of the Listed Events. You can increase Your cover by adding the optional extras 'Theft cover anywhere in Australia' or 'Accidental Damage' for certain items of Nominated Property.

Comparison – what 'Listed Events' are covered and what are not

Here is a comparison table showing which events are and are not covered under Bendigo Bank Insurance 4 That. You are covered for the events 'ticked' and You are not covered for events 'crossed'. Optional extras are also available.

To be covered for an optional extra event, You need to choose the optional extra and pay an additional Premium. If You are covered for the optional extra, it will be listed on Your Certificate.

Events	Cover * see the PDS for an explanation of the cover
Storm	٧
Flood	٧
Fire	٧
Theft or attempted theft	٧
Theft cover anywhere in Australia	Optional Extra
Accidental Damage	Optional Extra
Earthquake	×
Explosion	×
Broken glass or sanitary units	×
Impact damage	×
Animal damage	×
Riot or civil commotion	×
Lightning	×
Water and oil leaks	×

# **LISTED EVENTS COVER**

We will cover the Nominated Property for loss or damage occurring at Your Home during the Period of Insurance directly caused by any of the Listed Events.

Event – what is covered	What is not covered
Storm being violent wind,	Loss or damage caused by
cyclone, tornado,	water that enters through
thunderstorm, hail, rain,	any tarpaulins or fixings set
snow or dust but not	up while You are renovating
persistent rain only.	or altering Your Home.

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 c) if the property has location tracking capabilities, the capabilities must be activated at the time of theft or attempted theft.

Theft or attempted theft of an item of Nominated Property that is a Bicycle provided that:

- a) the Bicycle is stolen from a garage or storage area where all external doors and windows in the garage or storage area are locked; or
- b) the Bicycle is stolen from any area outside a secure building and the Bicycle was securely locked through the frame of the Bicycle to an immoveable and secure object,

and the theft or attempted theft is reported to the police and if the Bicycle has location tracking capabilities must be activated at the time of the theft or attempted theft.

Theft of a Bicycle Accessory unless it is stolen together with the Bicycle in the same event.

#### **OPTIONAL EXTRAS**

### Theft cover anywhere in Australia

If 'Theft cover anywhere in Australia' is shown on the Certificate, We will cover Your items of Nominated Property listed on the Certificate as covered for 'Theft cover anywhere in Australia' for loss or damage occurring anywhere in Australia during the period of insurance directly caused by theft or attempted theft provided that the theft or attempted theft:

- a) occurs while the item of Nominated Property is in Your sight and is in close proximity to You; or
- b) occurs while the item of Nominated Property is in a securely locked building or securely locked storage locker; or
- c) occurs while the item of Nominated Property is in a Concealed Storage Compartment of a securely locked vehicle,

and provided that:

- i. the theft or attempted theft is reported to the police; and
- ii. the theft was observed or can otherwise be substantiated or has occurred by forcible entry; and
- iii. if the item of Nominated Property has location tracking capabilities, these are activated at the time of the theft or attempted theft.

We will also cover a Bicycle listed as Nominated Property on the Certificate and covered for 'Theft cover anywhere in Australia' for loss or damage occurring anywhere in Australia during the period of insurance directly caused by theft or attempted theft but only while the Bicycle is on common property or any other location provided that the Bicycle is securely locked through the frame of the Bicycle to an immoveable object.

You are not covered under this optional extra for:

- a) loss or damage caused by any event other than theft or attempted theft; or
- b) loss or damage to any item left unattended except as specifically provided in this optional benefit; or
- c) theft or attempted theft by:
  - i. You or someone who lives in Your Home; or
  - ii. someone who enters the Home or the Location with Your consent or the consent of someone living at the Home or the Location; or
- d) theft of a Bicycle Accessory, tyres or wheels unless it is stolen together with the Bicycle in the same event; or
- e) theft of your Bicycle whilst attached to a roof rack or bicycle rack attached to a motor vehicle.

Not all items of Nominated Property can have the 'Theft cover anywhere in Australia' optional extra added. When You apply for this insurance, You will be advised whether the option is available for a specific item of Nominated Property. If the 'Theft anywhere in Australia' optional extra is available for the particular item of Nominated Property and You elect to take this optional extra for the item, the item of Nominated Property will be listed on the Certificate as covered for 'Theft cover anywhere in Australia'.

All other terms, conditions and exclusions of this Policy shall apply to this optional extra.

# **Accidental Damage**

If 'Accidental Damage' cover is shown on the Certificate, in addition to the 'Listed Events cover' We will also cover

Your items of Nominated Property listed on the Certificate as covered for 'Accidental Damage' for Accidental Damage occurring anywhere in Australia during the period of insurance.

The cover provided under this section also applies while Your Bicycle is used for Racing.

You are not covered under this optional extra for loss or damage:

- a) caused by theft or attempted theft;
- b) caused by Storm or Flood;
- that is covered under another policy of insurance entered into by a third party or a policy required by law, but only to the extent permitted by law; or
- d) to a mobile telephone if the mobile telephone:
  - i. is lost or cannot be located following any incident; or
  - ii. cannot be inspected by Us following any incident;or
- e) failure of any items which reach the end of their functional life; or
- f) fishing and sporting equipment, or firearms while someone is using them; or
- g) caused because the building in which the item was kept was not in good condition; or
- to a Bicycle of scratching or denting or any cosmetic damage that does not impair the function and performance of the Bicycle or Bicycle Accessory; or
- to a Bicycle if the Bicycle is being used for hire, reward, courier or delivery services, the delivery of food or the carriage of paying passengers; or
- j) to a Bicycle if Your Bicycle is being used on a BMX track;
- k) to a Bicycle that is used by a professional or Sponsored Cyclist; or
- I) to a Bicycle if it is in Transit.

All other terms, conditions and exclusions of this Policy shall apply to this optional extra.

#### Where Your items of Nominated Property are covered

Your items of Nominated Property are covered for loss or damage caused by a Listed Event while the items of Nominated Property are in Your Home.

If You choose the optional extra cover for 'Theft cover anywhere in Australia', Your items of Nominated Property shown on the Certificate as covered for 'Theft cover anywhere in Australia' will be covered against loss or damage caused by theft or attempted theft anywhere in Australia.

If You choose the optional extra cover for 'Accidental Damage', Your items of Nominated Property shown on the Certificate as covered for 'Accidental Damage' will be covered against Accidental Damage occurring anywhere in Australia.

# HOW WE WILL PAY YOUR CLAIM AND WHAT WE WILL PAY

If We agree to cover Your claim for loss or damage to Nominated Property under this Policy, We will (at Our option):

- a) repair the item of Nominated Property to normal working order;
- b) replace the item of Nominated Property with an identical device or a device with specifications equivalent to the item of Nominated Property;
- c) pay You a cash settlement of the amount it would cost Us to repair or replace the item of Nominated Property, provided that cost is available or actionable by you;
- d) provide You with a store voucher, store credit or store value card of the amount it would cost Us to replace the item of Nominated Property (if You agree), provided that cost is available or actionable by you; or
- e) pay You the sum insured for the item of Nominated Property.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If We decide to repair the item of Nominated Property, the parts used by the repairer may be new, used or refurbished according to suitability and availability of supply. The parts used may be manufactured by the original equipment manufacturer (OEM) of the item or by a third party, at our sole discretion and according to suitability and availability of supply. The parts used may or may not feature logos and branding of the OEM.

The repair of Your item may result in a loss of usergenerated data within that item. We will not cover You for the loss of any data or software caused by repairs. You should regularly back-up Your data.

If We decide to pay You a cash settlement of the amount it would cost Us to repair the item of Nominated Property, this will be the amount it would cost Us to repair the item of Nominated Property as set out in this section, provided that cost is available or actionable by you. Our choice will have regard to the circumstances of your claim and consider any preference you may have.

If We decide to replace the item of Nominated Property, the replacement item may have a retail price that is less than the original purchase price of the item of Nominated Property.

The replacement device will be determined by Us at Our sole discretion based on a current model device with equivalent specifications but may not be the same brand or model of device as Your item of Nominated Property. The availability of a replacement item and changes in technology will be considered by Us in determining the replacement device. The replacement device may at Our sole discretion be new or refurbished or contain refurbished parts.

If We replace the item of Nominated Property, We are entitled to retain the item of Nominated Property and this must be returned to Us prior to You receiving the replacement item unless We advise You otherwise.

The cost of the replacement device will not exceed the sum insured for the item of Nominated Property.

If We decide to pay You a cash settlement, or provide You with a store voucher, store credit or store value card, of the amount it would cost Us to replace the item of Nominated Property, this will be the amount it would cost Us to replace the item of Nominated Property as set out in this section, provided that cost is available or actionable by you. Our choice will have regard to the circumstances of your claim and consider any preference you may have.

You will be required to pay any excesses that apply to each item of Nominated Property You claim for under any section of this Policy.

The maximum amount We will pay for any item of Nominated Property in any claim is the sum insured for that item, which is stated on Your Certificate.

If You pay Your Premium by instalments, then before We pay any claim We will deduct:

- a) any Premiums that are due but haven't been paid;
   and
- b) all upcoming Premium instalments relating to an item of Nominated Property between the date of the claim and the end of Your Period of Insurance if We:
  - i. replace the item of Nominated Property;
  - pay You a cash settlement of the amount it would cost Us to replace the item of Nominated Property, provided that cost is available or actionable by you;

- provide You with a store voucher, store credit or store value card to replace the item of Nominated Property; or
- iv. pay You the sum insured for the item of Nominated Property.

If You pay by annual Premium:

- a) then before We pay any claim We will deduct any Premium amounts that are overdue or haven't been paid; and
- b) We will not refund any Premium amounts relating to an item for which We have paid, or will pay, a claim.

#### If We:

- a) replace an item of Nominated Property;
- b) pay You a cash settlement of the amount it would cost Us to replace an item of Nominated Property, provided that cost is available or actionable by you;
- c) provide You with a store voucher, store credit or store value card to replace an item of Nominated Property; or
- d) pay You the sum insured for an item of Nominated Property,

then Your cover for the item of Nominated Property will end and any replacement item will not be insured under this Policy. You will need to arrange insurance for any new item if required.

# Pairs, sets or collections

If there is loss or damage to a pair, set or collection, then We only cover the part that was affected.

Where it is not possible to repair or replace the damaged part and this will impact the mechanical or electronic operation of the entire pair or set, We will:

- replace the entire pair or set; or
- pay You the value of the damaged pair or set.

For example – if one earring is damaged, We will only cover the cost of one earring, however if one Bluetooth headphone is damaged and the pair will not operate as intended We pay for the entire pair.

# **BICYCLE LIABILITY COVER**

The cover provided under this section only applies If Your item of Nominated Property is a Bicycle.

If Your item of Nominated Property is a Bicycle, We will cover You, or another rider using Your Bicycle with Your permission, for legal liability to pay compensation for Personal Injury or Damage to Property during the period of insurance caused by:

- a) the use of Your Bicycle; or
- b) a trailer being towed by Your Bicycle,

anywhere in Australia.

We will also pay for legal costs for Our lawyers to handle the claim made against You or another rider who is using the Bicycle with Your permission.

The maximum amount We will pay for all claims arising from any one event under this Bicycle Liability Cover is \$20,000,000 including legal costs and expenses.

Under this Bicycle Liability Cover We will not provide cover:

- a) for Damage to Property if the property belongs to You
  or is in Your possession or control, or is under the
  control of any member of Your Family who normally
  lives with You, or anyone else who normally lives with
  You; or
- b) for Damage to Property if the property belongs to the rider who is using the Bicycle with Your permission or is under the control of any member of the Family of the rider who is using the Bicycle with Your permission or anyone else who normally lives with the rider who is using the Bicycle with Your permission; or
- for any liability You accept that would not apply if You had not accepted or admitted such liability; or
- d) for Damage to Property belonging to or in the possession or control of a person operating or using Your Bicycle with your permission at the time of the event; or
- e) for Personal Injury to You, or members of Your Family who normally live with You, or anyone else who normally lives with You; or
- f) for Personal Injury to a rider who is using the Bicycle with Your permission, or members of that rider's Family who normally live with that rider or anyone else who normally lives with that rider; or
- g) for Personal Injury to any person employed by You under a contract of service if the Personal Injury arises from their employment with You; or
- h) for Personal Injury to any person in a Bicycle trailer being towed by Your Bicycle; or
- for Personal Injury to any person in the possession or control or using Your Bicycle with Your permission at the time of the event; or
- j) for Damage to Property that belongs to any person employed by You under a contract of service if the

- Damage to Property arises from their employment with You; or
- k) for any civil or criminal penalties, fines, exemplary or aggravated or punitive or multiple damages; or
- for any intentional act or omission by You or a rider who is using the Bicycle with Your permission or anyone acting with the consent of You or a rider using the Bicycle with Your permission or any act or omission with reckless disregard of the consequences; or
- m) for any deliberate or unlawful act by You or a rider who is using the Bicycle with Your permission or a person acting with Your consent, or the consent of a rider who is using the Bicycle with Your permission, to commit the unlawful act, where such use caused or contributed to the Damage to Property;
- n) for liability arising from any professional sporting activity; or
- for liability arising from any Bicycle that is used by a professional or Sponsored Cyclist.

# GENERAL EXCLUSIONS – WHAT IS NOT COVERED UNDER THIS POLICY

#### What we don't cover

You will not be covered for any loss, damage or any costs arising directly or indirectly from any of the following:

- explosion, provided that this exclusion will not apply to the optional extra cover 'Accidental Damage';
- b) lightning or thunderbolt, provided that this exclusion will not apply to the optional extra cover 'Accidental Damage';
- earthquake, provided that this exclusion will not apply to the optional extra cover 'Accidental Damage';
- d) a deliberate or intentional act;
- e) bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind, provided that this exclusion will not apply to the optional extra cover 'Accidental Damage';
- f) riot or civil commotion, provided that this exclusion will not apply to the optional extra cover 'Accidental Damage';
- g) action of a person acting maliciously;
- h) you illegally keeping explosives, flammable or combustible substances or liquids in your home or at the Location of your Nominated Property;

- i) impact by or to any object, provided that this exclusion will not apply to the optional extra cover 'Accidental Damage';
- j) action of the sea, high water, tsunami, erosion, landslide or subsidence;
- k) if Your Home is unoccupied for longer than 60 consecutive days unless We have agreed to provide cover during this period;
- accidental breakage of glass forming part of an item of furniture, provided that this exclusion will not apply to the optional extra cover 'Accidental Damage';

#### m) items:

- I. loose or unset gemstones;
- II. vehicles, caravans, camper trailers or trailers;
- III. drones or aerial devices;
- IV. defibrillators;
- V. home improvement tools for example drills, mowers and saws;
- VI. stock used in any business, trade or profession;
- VII. scooters including electric scooters and scooters fitted with an internal combustion engine or other source of powered assistance; or
- VIII. ride on vehicles including but not limited to:
  - A)motorised golf buggies or carts;
  - B) ride on lawnmowers; or
  - C) mobility scooters.
- n) legal liability except as specifically provided under the Bicycle Liability Cover;
- any event other than the events listed in the 'Listed Events Cover' or 'Optional extra – Theft cover anywhere in Australia' if 'Theft cover anywhere in Australia' is shown on the Certificate or 'Optional extra - Accidental Damage' if 'Accidental Damage' is shown on the Certificate or Bicycle Liability Cover as applicable;
- p) if you accidentally lose or misplace an item of Nominated Property;
- q) rust, corrosion, gradual deterioration, depreciation, wear and tear;
- r) the action of insects or vermin;
- s) an electrical malfunction or failure;
- t) a mechanical malfunction or failure;
- u) a virus or processing error;
- v) the cost of reinstalling or replacing electronically stored files or data;

- w) any use of Nominated Property for any business, trade or profession;
- x) any building work, repairs, renovation or alteration to Your Home or at the location of Your Home shown where the value of the work exceeds \$25,000 and the Home has not received relevant occupancy certificate(s);
- y) loss or damage which did not occur during the Period of Insurance;
- z) for any more than a single item for each item of Nominated Property listed on the Certificate;
- aa) the lawful seizure or repossession of any Nominated Property;
- bb) any asbestos or products containing asbestos;
- cc) consequential loss of any kind except if specifically covered by this Policy. This means We will not pay for any direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation;
- dd) failure to maintain Nominated Property in good repair and condition and such failure caused or contributed to the loss, damage, or liability;
- ee) faulty design or workmanship;
- ff) maintenance, service, altering or repairs of nominated property;
- gg) previous damage that has not been repaired;
- hh) to an item of Nominated Property while it is in Transit.

#### We do not cover

- any loss, damage, liability, injury or death caused by, arising from, occasioned by or through or in consequence directly or indirectly of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution or military or usurped power;
- jj) any loss, damage, liability, injury, death, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
  - an act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or
  - ii. any action taken to control, prevent, suppress, retaliate against, or respond to an act of terrorism;
- kk) loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:
  - i. errors or omissions involving access to, processing of, use of or operation of any

- computer system or any unavailability or failure to access, process, use or operate any computer system, or
- any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system;

provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event we cover you for under this policy except if caused by vandalism or a malicious act. For example, we will not cover you if your home's security system cannot be used because of a cyber attack, but we will cover you for loss or damage from theft from your home as covered under this policy after your home's security system is impacted by a cyber attack;

- loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data;
- mm) seepage, pollution or contamination, or any loss, damage, liability, injury, death, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination;
- nn) any loss, damage, injury or death arising from or directly or indirectly caused by, contributed to by, resulting from or in connection with a communicable disease, or the fear or threat (whether actual or perceived) of a communicable disease;
- oo) loss, damage, liability, injury or death caused by or arising from any nuclear, radioactive, biological or chemical material or the use, handling, transportation or storage of such material;
- pp) costs arising from any business interruption.

#### Sanctions

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

#### **CLAIMS**

What You must do and must not do if You make a claim or an incident happens that might result in a claim

You must:

- a) take reasonable steps to prevent further loss or damage;
- b) tell the police as soon as reasonably possible if a criminal or deliberate act did or might have caused the loss or damage and make a note of any incident report number the police give to You together with the name of the police officer, station reported to and date reported. A copy of the police report must be provided to Us if We request this. Where the police are unable to assist you please contact us to discuss alternatives;
- c) contact Us as soon as reasonably possible following the claim or incident, or submit a claim online at
- d) <a href="https://insurance4that.bendigobank.com.au">https://insurance4that.bendigobank.com.au</a>;
- e) provide Us with any further information We reasonably require. We will only request information relevant to handling Your claim and will explain why the information, documents and help is required;
- f) allow Us or Our representatives to inspect damaged property provided it is reasonably safe to do so, and quote for any repair or replacement. If You authorise repairs without Our consent, We can reduce any claim payable by the amount of prejudice We have suffered. Any additional loss or damage caused by a delay in notifying Us may not be covered under the Policy;
- g) provide evidence of to substantiate Your claim, for example, contracts of sale, valuations, receipts, credit card and bank statements, instruction manuals or photographs of any Nominated Property that We may request. Failure to provide such evidence of ownership, value and detailed description of Nominated Property may result in a reduction or denial of Your claim;
- take reasonable steps to prevent further loss or damage – for example boarding up a broken window to secure Your Home after a break-in;
- advise Us as soon as reasonably possible if You receive any correspondence in relation to a claim or incident:
- j) If an item of Nominated Property for which You have made a claim can be disabled by the IMEI number, disable it remotely or through any applicable telecommunications carrier and provide Us with

- evidence that this has been completed if We request this; and
- k) upon our request, advise any telecommunications provider that the ownership of any item we have accepted a claim for has been transferred to us. We may require you to sign a statutory declaration confirming the transfer of ownership.

#### You must not:

- a) repair or dispose of or replace any damaged property until We have had an opportunity to inspect it, provided it is reasonable and safe to do so;
- b) admit liability for any incident, loss or damage; or
- c) negotiate, pay or settle a claim by or against anyone else for any incident, loss or damage.

#### What We may do

If an incident occurs that causes loss or damage, We may proceed in Your name against any party responsible for the loss or damage and You must not do anything which limits Our right to do so.

If We have replaced, paid a cash settlement of what it would have cost Us to replace (provided that cost is available or actionable by you), provided You with a store voucher, credit or value card to replace an item of Nominated Property or paid You the sum insured for an item of Nominated Property, the ownership of the Nominated Property becomes Ours.

Should an item of Nominated Property that We have paid a claim for subsequently be found or returned, You must contact Us as soon as reasonably possible so that We may arrange collection. This does not apply to any repaired Nominated Property.

#### **GST**

Claim payments will be based on GST inclusive costs, up to the sum insured. However, if You are or would be entitled to claim any input tax credits for Your Nominated Property, We will reduce any claim by the amount of such input tax credits.

### **GENERAL DEFINITIONS**

The following words have special meaning in this Policy when the words are capitalised.

"Accidental Damage" means damage to an item of Nominated Property caused by an unintentional act or unforeseen and uncontrollable incident.

"Act of Terrorism" means an act including but not limited to the use or threat of force or violence by any person or

group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

"Bicycle" means a bicycle powered by human pedalling that You have chosen to insure and is listed on Your Certificate as 'nominated property' including items that are permanently fitted to Your Bicycle that cannot be removed without the use of any tools, and electric pedal assist bicycles. Bicycle excludes bicycles fitted with an internal combustion engine or other source of powered assistance.

"Bicycle Accessory" means optional items that are not permanently fitted to Your Bicycle to perform an additional function or enhance performance that You have chosen to insure and are listed on Your Certificate as 'nominated property'. These optional items can be removed from Your Bicycle without the use of any tools. Bicycle Accessories do not include any clothing, shoes or helmets.

"Certificate" means the most current Certificate of Insurance that describes the details of Your Policy.

"Concealed Storage Compartment" means a boot, trunk, glove box, enclosed centre console, locked storage container or concealed cargo area of a vehicle or marine craft.

"Damage to Property" means physical loss or physical damage to property.

"Family" means your family members who normally live with you at your home, including your legal or de facto spouse and any member of their family who normally lives with you.

"Flood" means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a) a lake (whether or not it has been altered or modified);
- b) a river (whether or not it has been altered or modified);
- c) a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);

- e) a reservoir;
- f) a canal;
- g) a dam.

#### "Home" means:

- any enclosed building at the Location that has walls and a roof and can be securely locked up and is used mainly for domestic purposes;
- b) if You live in a flat or unit, Your flat or unit at the Location that has walls and a roof and can be securely locked up and is used mainly for domestic purposes and includes any lockable storage compartment that is reserved for You in another section of the building or complex that Your flat or unit is part of but does not include any common property; and
- c) if You live in a dormitory or a room on campus or another accommodation facility, Your personal room at the Location that has walls and a roof and which can be securely locked up and is used for domestic purposes but does not include any common property or communal areas.

"Listed Event" is an event We cover under Your Policy as listed in the table in the 'Listed Events Cover' shown on pages 6 – 8.

"Location" means the location specified on the Certificate as the 'Location (of nominated property)' for the particular item of Nominated Property.

"Nominated Property" means the individual items of property that you have chosen to insure and are listed on Your Certificate as 'nominated property'. Each item of Nominated Property is a single item of property only.

"Period of Insurance" means the time Your Policy is valid as shown on Your Certificate.

"Personal Injury" means death, bodily injury or illness.

"Policy" means this document, Our record of Your application for this insurance, and the Certificate. Together these documents make up Your contract with Us.

"Policy Owner" means the person listed on the Certificate as the 'policy owner' who is authorised by all people insured under the Policy to act on their behalf in management of the Policy and any claims. The Policy Owner will be the only person to whom we send notices under the Policy or any other Policy information. Any claim payments will be made to the Policy Owner only.

"Premium" means the amount You have to pay Us for Your insurance including all government charges, levies, taxes and duties.

"Racing" means riding Your Bicycle in a competitive event or time trial organised by a third party for which participants are required to register

"Sponsored Cyclist" means a cyclist who receives direct or indirect financial support or assistance in excess of \$3,000 per annum from another party (excluding family) in order to participate or train to attend cycling events or compete in cycling races.

"Storm" means violent wind, cyclone, tornado, thunderstorm, hail, rain, snow or dust.

"Transit" means an item of Nominated Property that is in the care of or being transported by a commercial delivery, courier or freight company from the time it is collected by the commercial delivery, courier or freight company to the time it is delivered at its intended destination by the commercial delivery, courier or freight company.

"We", "Us", "Our", "Bendigo Bank Insurance 4 That" means Insurance Australia Limited ABN 11 000 016 722, AFS Licence No 227681.

"You" and "Your" means the person or persons named as the insured on the Certificate. If more than one person is named as the insured We will treat a statement, act, omission or claim by any one of these as a statement, act, omission or claim by them all.

This Product Disclosure Statement and Policy Booklet (PDS) was prepared on 21 December 2022.

The information in this PDS is current at that date. From time to time, we may include more up-to-date information in the PDS that is not materially adverse without notifying you.

You can get more up-to-date information by visiting <a href="https://insurance4that.bendigobank.com.au">https://insurance4that.bendigobank.com.au</a> If you ask us for any updates, we will give you a free copy. If we need to, we will issue a supplementary or replacement PDS.

Bendigo Bank I4T V7 12/2022