



# Apia Landlord Insurance

Product Disclosure Statement



Part of the  
Suncorp Network

# Welcome and thank you for choosing Apia

This Product Disclosure Statement (PDS) is an important document that tells you information you need to know about your policy. It is really important to read it carefully before you decide whether or not our cover is right for you.

## By choosing Apia you can:

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Manage your policy using online

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Make a claim 24/7 by calling **13 50 50** or online

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Call **13 50 50** for extra support

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The information in this PDS is current at the date it was prepared. From time to time, we may update some of the information in this PDS that is not materially adverse to you without notifying you. Please contact us for a free copy of any of these updates. Other changes will be made by a Supplementary Product Disclosure Statement (SPDS) which we will give to you.

PDS preparation date 3/11/2020

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In this PDS you will be referred to the Landlord Insurance Additional Information Guide. This guide is available at [apia.com.au](http://apia.com.au) and contains further information about premiums, excesses and discounts. Please contact us for a free copy.



Some words in this policy have special meanings. Most of the words with special meanings are defined in section 10 'Words with special meanings' on page 57.

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# 1

## Important things to know upfront

Before we get into the specifics of your policy there are important things to know upfront.

This includes:

- key summary information about your cover;
- a what to do in the event of a claim checklist;
- information about your contract with us;
- communicating with you electronically;
- information about your cooling off period;
- your responsibilities and when you need to contact us;
- information about your sum insured and the excesses that apply to your claim;
- important information about us.

# Key information about Apia Landlord Insurance



## Type of insurance

This policy provides cover for loss or damage to the property and contents (including loss of rent).

You can choose either property or contents (or both) and the cover you have will be shown on your certificate.



We do not cover the property or contents for all types of damage.



## What we cover

### Insured events

We cover specific insured events like storm, flood, fire (including bushfire), escape of liquid and impact.

### Legal liability

We cover your legal liability to pay compensation for death of or bodily injury to other people, or loss or damage to their property.



## What we pay

For property claims, the most we will pay for any one incident is the property sum insured shown on your certificate, unless we say otherwise in your policy.

For contents claims, the most we will pay for any one incident is the contents sum insured shown on your certificate, unless we say otherwise in your policy.

The most we will pay for all claims arising from one incident for legal liability covered by this policy is **\$20 million**, including all associated legal costs.

We will also pay up to the limits outlined under the relevant Additional cover.



This is a summary only. Like all policies, there are conditions, limits and exclusions that apply so you need to read your policy for full details.



## **Additional Cover that comes with your policy**

There are some additional covers that come with your policy for no extra cost. See section 5 'Additional cover that comes with your policy' on page 53 for more information.



### **Exclusion for new policies**

We do not insure you for bushfire, storm, storm surge, flood or tsunami in the first **72** hours of your policy. Very limited exceptions apply. For full details see section 3 'Things we don't cover' on page 27.



### **No cover unless the property is leased to permanent tenants**

This policy does not provide any cover unless the property is used by tenants as their permanent residence. This means if the property is used for short-term rental, holiday letting or house sharing (including arrangements booked through an online booking platform) - this policy does not provide cover. See page 31.



# Summary of cover

Limits, conditions and exclusions apply. Read your policy for full details.

## Insured events

What we cover	Page
 Flood	41
 Storm	42
 Storm surge	43
 Lightning	44
 Fire (including bushfire) & Extra costs cover in the event of bushfire	44
 Earthquake and Tsunami	45
 Theft or burglary by tenants or their guests	45
 Theft or burglary by people who are not tenants or their guests	46
 Escape of liquid & Exploratory costs	46
 Impact	48
 Damage by an animal	48
 Explosion	49
 Riot, civil commotion or public disturbance	49















What we cover	Page
 Malicious acts and vandalism by tenants or their guests	50
 Malicious acts or vandalism by people who are not tenants or their guests	51

## Legal liability

What we cover	Page
 Legal liability	51

## Additional cover (these are covers that come with your policy. Some apply to property cover and some apply to contents cover)

What we cover	Page
 Loss of rent following an insured event	54
 Removal of debris	55
 Other repair/rebuilding costs (property cover only)	56
 Environmental improvements (property cover only)	57
 Damage to gardens and plants (property cover only)	58
 Storage of undamaged contents (contents cover only)	59
 Loss of rent - tenant default	60
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What we cover	Page
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 Lock replacement (after theft of keys)	68
 Kitchen appliance heat (property cover only)	69
 Damage caused by emergency services (property cover only)	69
 Motor burnout	70
 Contents on common property (contents cover only)	71
 Exploratory costs where leak is not covered under insurance event 'Escape of liquid' (property cover only)	72
 Landlord furnishings (property cover only)	73
 Matching undamaged parts	74

We understand experiencing loss or damage or having a claim made against you can be stressful

**Here's what to do:**

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### **STEP 1**

**Make sure everyone is safe.**

**For emergencies, call 000.**

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### **STEP 2**

**Try to prevent further loss or damage or liability**

(e.g. if there is a hole in the roof, arrange for it to be covered to prevent water damage from the rain).

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### **STEP 3**

**Report any theft and malicious damage to the police as soon as possible.**

Give them a list of all stolen or damaged items. Keep details of the date reported, name of the police officer, police station reported to and the report number.

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### **STEP 4**

**Contact us as soon as possible by calling 13 50 50 or online.**

If you delay reporting your claim, we will not pay for any additional loss, damage or liability caused by your delay. When you contact us, describe details of what has happened (e.g. a window broken in a storm). For electrical items, please have details about the make and model. If the damage to the property or contents was caused by another person and if possible, please provide us their name and address, and if applicable, their registration number. See 'When your excess will be waived' on page 17.

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## Our agreement with you

If you buy this insurance from us, your contract is made up of your certificate, this PDS and any SPDS that we have given you.

## Communicating with you electronically

We may send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication (e.g. SMS). We will obtain your express or inferred consent to do so. Each electronic communication will be deemed to be received by you at the time it leaves our information system.

## Cooling off period

You can contact us to return the policy within **21** days from start date of your policy (including on renewal).



This is called the cooling off period. As long as you have not made a claim during this period, we will refund in full the money you paid for your policy (including GST if applicable), but you will not have any cover under the policy.

Alternatively, you can cancel your policy at any time while you are insured. When you do this, unless we tell you otherwise, you will have cover up until the date and time of cancellation. For more information see 'What happens with cancellations' on page 98.

## There are limits to what we will pay and some things we don't cover

Like every insurance policy, there are exclusions, conditions and limits that apply to your policy. There are some things we don't cover whatever the circumstances, these are found in section 3 'Things we don't cover' on pages 27 to 38. There are also specific things we don't cover explained in sections 4 and 5 on pages 39 to 74 which are particular to the cover under your policy.



In this PDS we use  and  icons to help describe what's covered and what's not covered.

## Extra Support

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation or cultural background. If you are comfortable, you can tell us about your situation and we will work with you to arrange support.

## Your responsibilities

- take steps to prevent theft, loss, damage or legal liability (e.g. ensuring there are working smoke detectors in the property);
- maintain door locks and window locks in good working condition and keep alarms working and connected;
- follow all terms and responsibilities set out in your policy;
- keep the property or unit structurally sound, watertight, secure and well maintained (e.g. remove mould, fix any holes in floors, walls, ceilings, fix loose, missing or rusted steps, gutters, flooring);
- you must fix any inherent defect, faulty design, structural fault and/or faulty/poor workmanship at the property as soon as possible after you identify it or are told about it;
- ensure that regular and routine inspections of the property (including at tenant entry and exit) are undertaken and evidence of those inspections are kept (including photographs);
- ensure that the property complies with local council requirements and building laws and regulations when construction, alterations or repairs are undertaken. For example, obtain all required permits and permissions prior to work commencing and ensure that all requirements including height limits are met;
- ensure that the property is kept in good condition (e.g. there are no blocked gutters, the roof is not rusted, the property is not infested with vermin and there is no termite damage);
- provide honest and complete information for any claim, statement or document supplied to us;
- do not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with us and our service providers.

## Not meeting your responsibilities

Your policy may not provide cover if you have not met your responsibilities and it may lead us to reduce or refuse to pay your claim and/or cancel your policy.

## When you need to contact us

During the period of insurance you need to tell us as soon as possible if:

- you have had another insurer cancel or decline an insurance policy, impose specific conditions on a policy or refuse a claim;
- you or your agent become aware your tenant starts to or intends to operate a business activity at the insured address;
- you start farming, manufacturing or repair work at or from the insured address or your agent becomes aware your tenant does farming, manufacturing or repair work at or from the insured address;

Continued on next page.

- you or your agent become aware of changes to any business activity operated at the insured address such as but not limited to, people start to come to the insured address, business signage is installed and storage of chemicals for the business activity occurs;
- you need to change your sums insured;
- you pay your premium by automatic payments from your account and your account details change;
- any detail on your certificate is no longer accurate, such as but not limited to the description of the property;
- you start to use or let all or part of the property to tenants or guests under any short-term rental, holiday letting or house sharing arrangement including any arrangements booked through an online booking platform;
- trespassers or squatters occupy the insured address;
- you intend to demolish the property, have lodged an application to do this, or a government authority has issued a demolition order;
- building, renovations, construction, alteration and/or repairs commence at the insured address;
- the insured address ceases to be used as a rental property;
- you no longer have a rental agreement (see section 10 'Words with special meanings' on page 103) for the insured address.

If you have not told us about any of the above matters having occurred in any other period of insurance you held this policy with us, you must also tell us as soon as possible.

## What we will do when you contact us

When you tell us about any of the above matters, an additional excess, additional premium or special condition may be applied to your policy. In some cases, it may lead us to reduce or refuse to pay a claim or it may mean we can no longer insure you and we will cancel your policy.

## If you do not contact us

If you do not contact us when you need to, you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

## How to contact us



Call us on **13 50 50**.

## If your contact details change

You must keep your contact details, including your Australian mobile number, postal address and email address up to date. If we do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place.

## About your sum insured

### Make sure your sums insured are adequate

Underinsurance can expose you to serious financial loss if a claim occurs. It is your responsibility to select a sum insured for both the property and contents that meets your needs in the event the property or contents are damaged or destroyed.

To help you calculate the replacement value of the property and contents, we provide a 'Buildings Calculator' and a 'Contents Calculator' that you can access at our website, [www.apia.com.au](http://www.apia.com.au)

You can also choose to seek the services of an architect, builder, quantity surveyor, valuer or other suitably qualified professional for an expert opinion.

### Review your sums insured regularly

To ensure your sums insured are adequate it is important to review them regularly, being mindful of any additions, enhancements or renovations that you may make or any items purchased recently and ask us to change the sums insured when required. If you upgrade the size and standard of the property, it may increase the cost to rebuild the property. Your sums insured will need to reflect these types of changes.

### If you over-insure

We will not pay more than the assessed quote to rebuild, repair or replace the property or your contents. Again, it is important to review your sums insured regularly. We will not refund any premium paid for over-insuring.

### Adjustments on renewal

Apia will consider a range of factors that can influence the cost to rebuild the property or replace or repair your contents. We may choose to adjust your sums insured shown on your certificate at the end of each period of insurance to account for various factors including inflationary trends. However, you need to consider if the property and contents sums insured are sufficient for your situation.

### GST

Limits and the most we pay amounts stated in this PDS and on your certificate include GST.

# Excesses that apply to your claim

## What is an excess?

An excess is the amount you pay towards the cost of your claim for each incident covered by your policy. Sometimes you might have to pay more than one type of excess. The amount and types of excess are shown on your certificate or in this PDS.

## Excess type

<b>Property excess</b>	A property excess applies to all claims made under your property policy (including legal liability claims), unless your policy states that no excess applies to your claim.
<b>Contents excess</b>	A contents excess applies to all claims made under your contents policy (including legal liability claims), unless your policy states that no excess applies to your claim.
<b>Theft or burglary by tenants or their guests excess</b>	For any claim under the insured event 'Theft or burglary by tenants or their guests' (see page 45), this excess will apply in addition to any other excesses that apply.
<b>Malicious acts or vandalism by tenants or their guests excess</b>	For any claim under the insured event 'Malicious acts or vandalism by tenants or their guests' (see page 50), this excess will apply in addition to any other excesses that apply.
<b>Unoccupied excess</b>	This excess applies in addition to any other excess, if at the time of the incident covered by your policy, the property or unit has been unoccupied for more than <b>60</b> continuous days.



### When is the property or unit unoccupied?

A period of unoccupancy starts when the property becomes unoccupied and comes to an end when you, or someone nominated by you, has occupied the property or unit for at least **2** consecutive nights. You will be required to prove the occupancy of the property or unit in the event of a claim, unless this is not reasonably possible.

Examples of how you can prove the occupancy include providing us with copies of bills (or other documents demonstrating the usage of utilities that are connected to the property or unit) and photos of the furnishings in the property or unit. See section 10 'Words with special meanings' on page 103.



Refer to the Landlord Insurance Additional Information Guide for more information about excesses.



## Claiming for both property and contents

When both the property and contents at the one insured address are insured with us and your claim is for loss or damage to both arising from the same incident, you must pay whichever is the higher of the property excess or the contents excess (plus any other applicable excess).

## How to pay your excess

You can choose from the following options to pay your excess:

- you can pay the excess(es) directly to us before we finalise your claim;
- the applicable excess(es) can be deducted from the amount we pay you for your claim (if any).

We will not cover any legal or other costs that arise because of any delay in paying the excess.

## When your excess will be waived

We will waive your excess and no excess will apply when:

- you are not responsible for the loss or damage and the incident was caused by another person (but not a person within the definition of 'You/Your' and not a tenant or their guest). You may be able to show this by providing a police report, expert reports, statement from a witness and/or photographs; and
- you can give us the name and address of the person responsible, and if applicable, the registration number of the vehicle.



If you cannot identify the person responsible and/or give us their name and address (and if applicable their registration number) it means we will not be able to waive your excess. It does not otherwise impact the cover under your policy or your ability to make a claim.

## Important information about us

This important information about us statement was completed on 3/11/2020.

## Who are we?

Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996 (Apia), authorised representative No. 239591. The contact details for Apia are on the back cover.

## Who do we act for?

Apia is an agent (acting under a binder) and authorised representative of AAI Limited ABN 48 005 297 807 (AAI Limited). AAI Limited holds Australian Financial Services Licence No. 230859. The contact details for AAI Limited are on the back cover. AAI Limited has authorised this 'Important information about us' statement. AAI Limited has prepared this PDS and is the insurer of the policies referred to under 'What financial services do we offer' that are arranged by Apia. Apia is a wholly owned subsidiary of AAI Limited and both are members of the Suncorp Group. As AAI Limited is regulated by the Australian Prudential Regulation Authority (APRA) it is exempt from the requirement to hold professional indemnity insurance cover. AAI Limited as the insurer will receive the premiums paid for the policy.

## What financial services do we offer?

Apia is authorised by, and acts on behalf of AAI Limited to issue insurance under a binder, to arrange, vary and cancel insurance, handle and settle claims and provide general and personal financial product advice in relation to Apia branded general insurance policies issued by AAI Limited.

## How are we paid for providing the financial services?

Apia does not receive any commissions or benefits from AAI Limited for giving you advice or for the insurance policies it arranges. AAI Limited and other Suncorp Group companies provide Apia with the resources it needs to provide the financial services, such as staff employed by the Suncorp Group of companies. In addition to their salary, staff may receive bonuses if they achieve their performance targets. You will not be charged an additional fee as a direct result of this.

## How we will deal with a complaint

Apia provides a complaint resolution process. For full details see page 99.

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# 2

## What we cover – the basics

This section describes the basics of:

- what we cover and do not cover as the property and your contents;
- who we cover;
- where we cover.

# What we cover as the property

## We cover

The property that you own or are responsible for and used by tenants primarily for domestic purposes and described as 'the Property' on your certificate including the following at the insured address:

- garages, carports, outbuildings, and any structural improvements on land;
- decks, pergolas, pagodas, verandas and balconies, fixed water tanks, fixed swimming pools and spas (including their pumps and accessories) granny flats, sheds, tennis courts;
- garden borders, sealed pathways and paved or concreted floor areas;
- sealed driveways or sealed roads;
- outdoor walls, gates, fences and retaining walls which are located within the boundaries of the insured address;
- floating wooden floors;
- services, both above and below ground that you own and are responsible for e.g. a water or waste service line;
- any permanently housed, connected or wired electrical appliances (e.g. a wired oven, home security system or built in dishwasher);
- any permanently fixed outdoor items, including solar panels, satellite dishes, play equipment, clothes lines, animal housing and outdoor lights;
- gas appliances permanently plumbed to a gas supply;
- any permanently attached fixtures including wall, ceiling and floor coverings;
- lino installed, whether permanently attached or not;
- sewer storage tanks or treatment tanks permanently plumbed to your property or unit;
- boat jetties, pontoons, mooring poles and their attachments and accessories which are located within the boundaries of the insured address or where part of their structure begins or terminates on the insured address;
- any permanently fixed medical equipment or aid, such as wheelchair lifts and grab rails;
- any uninstalled property fittings, fixtures and materials (limits apply) to be used for your property but only when kept in a locked and secured building at the insured address.



There are some things that we do not cover as the property. These are set out below. There are also some uses of the property that we do not cover. This includes when you are using the property, or part of it, for short-term rental accommodation, holiday letting or house sharing. See section 3 'Things we don't cover' on pages 27 to 38.

## What we do not cover as your property

### **Your property does not include:**

- any contents;
- any building or part of a building which is legally part of a strata title building according to the applicable strata laws in your state or territory;
- any new building in the course of construction;
- any part of the property used for farming of any description (including buildings used for hobby farms) such as, but not limited to, a barn, dairy, shearing shed, silo or stable. This limitation does not include any part of the property which could be used for farming, but is not used for that purpose;
- any temporary or mobile structures, including caravans, houseboats, watercraft or motorised vehicles or craft of any type;
- inflatable or portable swimming pools and spas and their accessories;
- any fixed or temporary dead weight moorings, mushroom moorings or screw in moorings;
- any carpets, rugs, blinds, drapes or curtains;
- air conditioners attached within a window;
- loose or compacted soil, sand, lawn, grass, artificial grass, gravel (including on roads, driveways and tracks), pebbles, rocks or granular rubber;
- used or applied chemicals, fertilisers or pesticides;
- plants, trees and shrubs or hedges in the ground, (unless covered under additional cover 'Damage to gardens and plants' see page 58);
- a hotel, motel, boarding or guest house;
- any electrical or electronic items that are no longer able to be used for the purpose they were intended (e.g. a permanently fixed appliance that does not turn on).



We don't cover things that happen because the property and contents are not in good condition or because any property extensions, alterations or renovations are not complete. We do not cover loss or damage to, or caused by or arising from, any part of the property or contents that are not in good condition or that has wear, tear or deterioration and some losses where property extensions, alterations or renovations are not complete. See section 3 'Things we don't cover' on pages 27 and 38.



Sometimes we might cover something under 'What we cover as the property' or 'What we cover your contents', but that item or part of your property may not be covered for all types of loss or damage covered by your policy (e.g. we cover retaining walls which are located within the insured address as part of your property, but we do not cover loss or damage to retaining walls under certain insured events). See section 4 'What we cover - the details' on page 39. It is important to read your policy carefully.

## The most we will pay for the property

The most we will pay for loss or damage to your property for any one incident is the property sum insured shown on your certificate, unless stated otherwise in your policy. Some items also have fixed limits that cannot be increased and these limits (shown in the table below) are the most we will pay for those items.

A fixed limit applies to:	Limit for any one incident
Uninstalled building fixtures, fittings and materials to be used for your property but only when kept in a locked and secured building at the insured address (e.g. tiles stored in the shed or an oven that is not yet installed)	Up to <b>\$1,000</b> in total

## Who we cover

In your policy with us, You/Your refers to the person or persons named as the insured on your certificate.

If the insured shown on your certificate is a company, trustee of a trust or body corporate, then You/Your refers to:

- that company, trustee or body corporate; and
- any company director, company owner or trust beneficiary of that company, trustee or body corporate.

## Where we cover - the insured address

We cover your property and contents at the insured address. The insured address is the address/location shown on your certificate. It also includes all land adjoining the insured address that you have a legal right to occupy, if the land adjoining the insured address is not subject to any communal or common property conditions (e.g. community title/strata title arrangements). The insured address does not include common property unless the additional cover 'Contents on common property' applies, see page 71.

# What we cover as your contents

## We cover

Your contents means unfixed household goods and furnishings that you own or are legally responsible for and which are at the insured address for your tenant's domestic or residential use such as, but not limited to:

- carpet and rugs (fixed and unfixed);
- internal blinds and curtains;
- manchester and linen;
- furniture and furnishings;
- paintings, pictures, works of art, antiques, sculptures and art objects;
- TVs, stereos, DVD players, sound bars and non-portable entertainment systems;
- portable heaters and vacuum cleaners;
- cutlery, crockery and kitchenware;
- household tools and gardening equipment including ride-on mowers;
- washing machines, dryers, refrigerators and mobile dishwashers;
- plants in pots;
- inflatable or portable swimming pools and their accessories.



### **If contents are insured in a unit**

Contents also include the fittings in a unit if the fittings are not legally part of the property according to the relevant state law. The fittings included are limited by law, and depending on the location of the unit and could be:

- lino installed in the unit, whether permanently attached or not;
- floating wooden floors;
- air conditioners (both split system and ducted) for the sole use of the unit owner or occupier;
- spas for the sole use of the tenants of the unit;
- wall paint and paper if your unit is located in New South Wales.

We will not cover any item which is legally part of a unit according to the relevant state law. It is your responsibility to determine whether a fitting is legally part of a unit building according to the relevant state law.

# What we do not cover as your contents

## Contents does not include:

- personal effects and valuables designed to be worn or carried by a person such as:
  - footwear, baggage, handbags, wallets;
  - jewellery, watches, clothing;
- valuable items such as:
  - cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps;
  - medals, collections or memorabilia;
  - items made of, or plated with, gold or silver;
  - precious stones;
- musical instruments and sporting or recreational equipment (including bicycles);
- portable battery operated appliances such as: electronic tablets (e.g. iPads), laptops, cameras, mobile phones, iPods, MP3 players;
- recorded, saved or stored audio, video, data or media. This includes the device, object or place where they are recorded, saved or stored;
- computers (see meaning on page 105) and their printers or software;
- electrical and gas appliances, light fittings, alarm systems permanently connected or plumbed to the electricity or gas supply;
- dishwashers housed in a cabinet;
- lawns, trees, shrubs, plants (but we will cover plants in pots), hedges;
- fixed swimming pools or spas and their accessories;
- water in tanks, swimming pools, spas or any other water container unless the water was used to limit or contain a fire at the insured address;
- animals, including fish, reptiles, pets and livestock;
- business equipment;
- unfixed home building materials and uninstalled home fittings;
- loose or compacted soil, sand, lawn, grass, artificial grass, gravel (including on roads, driveways and tracks), pebbles, rocks or granular rubber;
- motor vehicles, motorcycles, mini-motorcycles or motorised bicycles, watercraft, aircraft, drones or personal transportation vehicles or any accessories for these vehicles or craft;
- caravans, mobile homes or any of their contents;
- any item forming part of your property for insurance purposes or which is legally part of a unit building according to the relevant state law;



- any electrical or electronic items that are no longer able to be used for the purpose they were intended (e.g. a television that can't be watched);
- any medical equipment, item or aid;
- contents in storage at the insured address which are not for the tenant's use.

## The most we will pay for contents claims

The most we will pay for loss or damage to all contents arising from any one incident is the contents sum insured shown on your certificate, unless stated otherwise in your policy.

There are also limits that apply to individual items or types of items that cannot be increased. These limits are set out in the table below 'Contents with fixed limits'.

### Contents with fixed limits

Fixed limit applies to:	Limit for any one insured incident
Paintings, pictures, works of art, antiques, sculptures, ornaments and art objects	Up to <b>\$1,000</b> for each item or set but not more than <b>10%</b> of the contents sum insured in total
Carpets or rugs that are hand woven or hand knotted	Up to <b>\$1,000</b> per carpet or rug
Contents in the open air	Up to <b>20%</b> of the contents sum insured

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# 3

## Things we don't cover

There are some things we don't cover under your policy and we want to be upfront about this.



Remember, there are also specific things we don't cover in sections 4 to 5 see pages 39 to 74.

## Things we don't cover

### Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

#### ⊗ **Actions or movements of the sea**

any actions or movements of the sea.

#### ⊗ **Aircraft shock waves**

the gradual effects of vibrations, or shock waves caused by aircraft travelling at high speeds but we will cover you if you can clearly show us that the damage was caused by a single destructive incident covered by your policy.

#### ⊗ **Biological, chemical, other pollutant or contaminant**

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

But we will cover:

- fire damage (including water contamination) that is covered by insured event 'Fire (including bushfire)' (see page 44);
- your legal liability under 'Legal liability' cover (see page 51), to the extent your legal liability arises from your use of pesticides or herbicides at the insured address.

#### ⊗ **Breaking the law**

- you, or someone with your knowledge or permission, committing or trying to commit an unlawful or criminal offence, such as assault or a malicious act;
- your possession, manufacture, supply or consumption of any illegal substances or illegal drugs;
- you not obeying any commonwealth, state, territory or local government law or lawful direction, including laws or lawful directions relating to:
  - smoke alarms;
  - pool fencing;
  - installing a balcony railing or balustrade when required;
  - dangerous goods and liquids;
  - control and safe keeping of dangerous or restricted breeds of dogs, including not obeying any legal requirement to restrain a dog in public or keep it fenced in.

## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

### **Bushfires, storms, storm surges, floods, tsunamis in the first 72 hours of cover**

a bushfire, storm, storm surge, flood or tsunami in the first **72** hours of cover. But we will cover these events if this policy began on the same day:

- you became the owner of the property or unit;
- that another policy covering your property or contents expired or was cancelled, but not when you cancelled the policy prior to its expiry date, and only up to the sums insured covered under the expired or cancelled policy (any increase in sums insured will not be covered for these events for the first **72** hours specified).

### **Chemical damage when cleaning**

chemicals, such as detergents and solvents, when you or someone authorised by you is using them for cleaning.

### **Computer virus or computer hacking**

a computer virus or computer hacking.

### **Deliberate damage to a reservoir or dam**

deliberate or malicious damage to, or destruction of, a reservoir or dam, or any looting or rioting following such an incident.

### **Deliberate or reckless actions**

an act or omission by you, or someone acting with your given or implied consent, which:

- is deliberate;
- is a deliberate lack of action;
- demonstrates a reckless disregard for the consequences of that action or omission.

## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

### **Ground movement**

erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover landslide or subsidence that is specifically covered under the following insured events:

- ‘Storm’ page 42;
- ‘Storm surge’ page 43;
- ‘Flood’ page 41;
- ‘Earthquake and Tsunami’ page 45;
- ‘Escape of liquid’ page 46;
- ‘Explosion’ page 49.

### **Hazardous materials**

any hazardous materials not stored or used in accordance with the relevant law, controls and manufacturer’s instructions.

### **Illegal drugs and other chemical or poisonous substance**

any unintentional or intentional use, existence or contamination by, of or due to:

- illegal drugs including but not limited to the manufacture, storage, use, possession, consumption or distribution of any illegal drugs (or illegal drug precursors);
- any other chemical or poisonous substance.

### **Mechanical, electrical breakdown or failure**

mechanical or electrical failure or breakdown or anything that fails to operate properly, but we will cover damage caused by:

- fire spreading from an electrical fault to other parts of your property and contents to the extent it is covered under insured event ‘Fire (including bushfire)’ page 44;
- lightning to the extent it is covered under insured event ‘Lightning’ page 44;
- motor burnout to the extent it is covered under the ‘Motor burnout’ additional cover page 70.

### **Mould or mildew**

mould or mildew at the insured address unless it was directly caused by an insured event and there is no evidence of pre-existing mould in the property or unit.

## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

### ✘ Not a permanent residence / used for short-term rentals

- the property and contents if the property is not being rented to tenants as their permanent residence. For example, the property is used for a short-term rental, holiday letting or house sharing arrangement (including an arrangement booked through an online booking platform);
- paying guests or boarders residing under a short-term rental, holiday letting or house sharing arrangement (including an arrangement booked through an online booking platform) or someone who lives with them or a person who entered the property with their consent.

### ✘ Not complying with building laws or regulations

any component of the property that was not built, constructed, renovated, altered or repaired in compliance with the applying local council requirements or relevant building laws or regulations (**non-complying building component**) except those laws or regulations introduced after the property was originally built or when construction, repairs, renovations or alterations were undertaken. Non-complying property components include, but are not limited to:

- you build an additional bathroom without obtaining appropriate permits or with plumbing that does not meet building laws or regulations;
- non-habitable parts of the property converted to habitable rooms (as defined by the Building Code of Australia), where legal height requirements have not been met;
- basement area conversions without building approval and with evidence of inadequate ventilation, drainage or waterproofing (as required under the relevant building laws or regulations);
- incorrect slab height in relation to the outside ground level (ie. there must be a step down to outside as required under the relevant building laws or regulations);
- poorly designed and non-approved external structures, like decks, gazebos or carports, without obtaining appropriate permits and that do not meet building laws or regulations.

### ✘ Power surge

power surge, unless the surge or the loss or damage caused by the surge is covered under:

- 'Fire (including bushfire)' page 44;
- 'Lightning' page 44;
- 'Storm' page 42;
- 'Storm surge' page 43;
- 'Impact' page 48;
- 'Flood' page 41.
- 'Motor burnout' additional cover page 70.

## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

### ⊗ **Property extensions, alterations or renovations**

other than the cover under 'Legal liability', extensions, alterations or renovations to your property, or parts of the property, including:

- damage caused by cracking, collapse, subsidence or damage to the property or contents caused fully or partially by the construction work;
- damage caused by storm, flood or water entering the property through openings in the walls or roof or other parts of the property under construction, whether or not they were temporarily covered at the time of the damage;
- damage caused by storm or flood to any part of the property that is not fully built or is undergoing extensions, alterations or renovations;
- theft or damage by someone who enters or leaves through an unlockable part of the property or unit that is under construction;
- damage caused by a malicious act or vandalism to unfinished parts of the property or unit under construction.

### ⊗ **Property, unit or contents not in good condition**

any part of the property, unit or contents not being in good condition, such as, but not limited to:

- the roof leaks when it rains;
- there are blocked gutters;
- there are areas of the roof that are rusted through;
- there is wood rot, termite or ant damage to the property or unit;
- there are holes in floors, walls, ceilings or any other parts of the property or unit (e.g. external wall cladding, internal plaster, floorboards);
- there are boarded up or broken windows;
- there are steps, gutters, flooring, walls, ceilings, gates, fences or wall fences or any other areas of the property or unit that are loose, falling down, missing or rusted through or otherwise in disrepair;
- previous damage including damage caused by flood has not been repaired;
- the property or unit is infested with vermin;
- the property (including all sheds, outbuildings and any other structural improvement at the insured address) is not structurally sound or is unsafe or unfit to live in;
- plant matter is growing on the property (e.g. walls, windows and gutters).



## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

### ⊗ **Radioactivity/nuclear materials**

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste;
- action of nuclear fission including detonation of any nuclear device or nuclear weapon;
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials;
- any looting or rioting following these incidents.

### ⊗ **Revolution, war**

- revolution, hostilities, war or other acts of foreign enemy, war like activity (whether war is declared or not), military coup, hostile acts of sovereign or government state-sponsored entities;
- any looting or rioting following these incidents.

### ⊗ **Roots of trees, shrubs and plants**

the roots of trees, shrubs or plants, but we will cover damage to your property or contents caused by:

- liquid leaking or overflowing from pipes or drains that are blocked or damaged by these roots to the extent it is covered under insured event 'Escape of liquid' page 46;
- roots from a fallen tree to the extent it is covered under insured event 'Impact' page 48.

### ⊗ **Seepage of water**

water seeping or running:

- through the earth (hydrostatic water seepage);
- down the sides of earth or earth fill that is up against your property;
- down the sides, against the sides or underneath swimming pools, spas or underground tanks;
- against or through retaining walls;
- from agricultural or overflow pipes.

### ⊗ **Structural improvements of units**

- structural improvements owned by your body corporate or equivalent body;
- structural improvements located on common property.

### ⊗ **Tree lopping**

trees being lopped, felled or transplanted by you or someone authorised by you.

## Loss or damage to, or caused by, connected with or arising from, or liability caused by, connected with or arising from:

### **Wear, tear and gradual deterioration**

any part of your property, unit or contents that has wear, tear, rust, fading, rising damp, corrosion, rot, action of light, atmospheric or climatic conditions or gradual deterioration such as, but not limited to:

- tiles and their adhesive or grouting breaking down;
- weathering of roof tiles or roof ridge capping;
- gradual weathering and breakdown of bricks, mortar or concrete.

### **When security or alarms are not working**

loss or theft if the door locks, window locks or alarms you told us were installed, were in fact not installed, not in working condition or disconnected.

## We do not cover:

### **Asbestos**

the cost to remove asbestos or its derivatives from the insured address, unless the cost is incurred in order to undertake repairs or rebuilding in connection with a claim for loss or damage to the property or contents but only to the extent removal is necessary in order to repair insured damage.

### **Communicable Disease**

any loss, damage, claim, cost, expense, legal liability or other sum, directly or indirectly arising out of, or attributable to, a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

### **Confiscation or damage by a legal authority**

confiscation, nationalisation, requisition or damage by the police, a government authority or someone with the legal authority to do this, but we will cover loss or damage caused by the police or other emergency services in attempting to obtain entry at the insured address under the 'Damage caused by Emergency Services' additional cover on page 69.

## We do not cover:

### **Defects, faults, workmanship**

- loss or damage caused by, connected with or arising from, or liability caused by, connected with or arising from inherent defects, faulty design, structural defects, structural fault or faulty/poor workmanship (e.g. structural posts, beams or load bearing walls have been removed without taking into account structural engineering requirements), if you knew or should have reasonably known about it (e.g. because the defect or fault was able to be observed by you or because it was identified in a pre-purchase building inspection report);
- any loss or damage to the part of the property or contents with an inherent defect, faulty design, structural defect or faulty/poor workmanship, whether or not you knew or should reasonably have known about it.

For details about 'How we deal with defects, faults and poor workmanship' as part of the repair or rebuilding process see page 83.

### **Extra costs or other losses following an incident covered by your policy**

extra costs or other losses (financial and non-financial loss) following an incident covered by your policy, including but not limited to:

- loss of rent except as expressly covered by your policy;
- loss of income or wages;
- medical expenses;
- costs, including the cost of your time to prove your loss or to help us with your claim (e.g. phone calls, postage) unless stated otherwise in your policy;
- cost of hiring appliances after yours suffer loss or damage;
- professional, expert, legal, consulting or valuation costs unless you obtained our prior authority to incur these costs;
- cost of replacing or reapplying pest control chemicals and baits in or around the insured address;
- travel costs;
- cleaning costs (unless stated otherwise in your policy);
- any increase in electricity costs not directly arising from an incident covered by your policy.

### **Medical equipment and aids**

any medical equipment, item or aid, but there may be some cover for permanently fixed medical equipment or aids under 'What we cover as the property' on page 20.

## We do not cover:

### **Photographs, electronic data and images**

repairing, replacing or fixing:

- electronic data or files that are corrupted, damaged or lost, including software, photographs, films, music or other visual images or audio files stored electronically or on any other medium, unless:
  - the device they were stored on is lost or damaged by an insured event; and
  - the electronic data or files were legally purchased and you cannot restore them free of charge.
- hard copies of photographs, films or other visual images that are damaged or lost, but we will cover the cost of reproducing hard copy photographs you have purchased from, or had produced by, a professional photographic business or retail outlet.

### **Replacement of water**

the loss, storage or replacement of water in any tank, container, pool, spa, and any other water storage vessel, unless it is specifically covered under insured event 'Fire (including bushfire)' page 44.

### **Sale**

- loss (including theft) of the property or your contents (or the proceeds of sale) by a person authorised to offer your property or contents for sale;
- loss of the property or contents (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your property or contents for sale.

### **Sanctions**

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America.

### **Short term and holiday renting**

any loss, damage, cost, expense or liability if the property is used for short-term rental, holiday letting or house sharing, including an arrangement booked through an online booking platform.

### **Squatters or trespassers**

loss or damage caused by, connected with or arising from, or liability caused by, connected with or arising from squatters or trespassers occupying the insured address.

## We do not cover legal liability for or caused by, connected with or arising from:

### **Agreements you enter into**

any agreement or contract you enter into, but we will cover your legal liability if it would have existed had you not entered into the agreement or contract.

### **Aircraft**

using or owning any aircraft or the facilities to land or store aircraft.

### **Animals**

any animal other than your domestic dog, cat or horse belonging to either you or your tenant.

### **Asbestos**

exposure to, or potential exposure to, asbestos in any form.

### **Building, altering or renovating**

building work being carried out at the insured address where the total cost of building, altering, extending or renovating is more than **\$50,000**.

### **Business activity**

any business activity, unless this income is from the tenancy of the insured address or part of the insured address other than under a short-term rental, holiday letting or house sharing arrangement, including any arrangement that was booked through an online booking platform.

### **Caravans and trailers**

using or towing a caravan, mobile home or trailer.

### **Committee members or officials**

your actions or duties as a committee member or director of a club or association, as a coach, referee, official or medical officer at a game or organised sporting activity.

### **Death or injury**

death or injury of:

- you;
- a child (born or unborn) under **18** years who is your child or the child of your spouse, de facto or partner;
- your pets;
- anyone who usually lives at the insured address unless the person is a tenant of your property or unit.

## We do not cover legal liability for or caused by, connected with or arising from:

### **Defamation or copyright**

defamation or breach of copyright.

### **Drones**

aerial devices, drones and other autonomously piloted aircraft.

### **Erection or demolition**

erection or demolition of your property or structures.

### **Items owned by you or in your physical or legal custody**

loss or damage to items which:

- are owned by you or your tenant;
- belong to someone else and is in your physical or legal custody and control.

### **Fines, penalties and other damages**

civil or criminal penalties or fines or aggravated, exemplary, punitive or multiple damages.

### **Legal actions in other countries**

legal actions or legal claims brought against you, decided or heard in countries other than Australia or New Zealand.

### **Motor vehicles or motorcycles**

the use or ownership of a motor vehicle or motorcycle or instructing someone on how to use it unless at the time of the incident the vehicle:

- was being used for domestic gardening (e.g. a ride-on mower); and
- did not require insurance under compulsory third party insurance laws or motor accident injuries insurance laws.

### **Watercraft**

using or owning any watercraft unless it is a sailboard, surfboard, wave board, canoe, kayak, non-motorised surf ski or remote controlled model watercraft.

### **Your employees**

death or injury of your employees or damage to their property, including while they are working for you at the insured address.

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# 4

## What we cover – the details

In this section we tell you about our cover for loss and damage to your property and contents and Legal liability cover.

# What you are covered for – Insured events



## Loss or damage to the property or contents

### We cover



#### If you have property cover

We cover loss or damage to the property at the insured address caused by an insured event during the period of insurance.

#### If you have contents cover

We cover loss or damage to your contents at the insured address caused by an insured event during the period of insurance.

The insured events we cover are set out on pages 40 to 51.

### We don't cover



We don't cover anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit



For property claims, the most we will pay for any one incident is the property sum insured shown your certificate, unless we say otherwise in your policy.

For contents claims, the most we will pay for any one incident is the contents sum insured shown on your certificate, unless we say otherwise in your policy.



We do not insure you for wear, tear and gradual deterioration. For full details see section 3 'Things we don't cover' on page 34.



When making a claim you must be able to prove that an incident covered by your policy took place. An incident is a single event, accident or occurrence which you did not intend or expect to happen (e.g. it means a single storm event, it does not mean rain over time).





## Flood

### We cover



Loss or damage caused by flood.

### We don't cover



- loss or damage caused by actions or movements of the sea or storm surge;
- loss or damage to retaining walls, sea walls, revetments, garden borders and free standing outdoor walls;
- resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by the flood;
- loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface;
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the flood;
- damage to external paintwork of your property, if that is the only property damage caused by the flood;
- loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, flood and not because of erosion, structural fault or design fault;
- the cost of cleaning your undamaged contents.



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

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.



## Storm

### We cover



Loss or damage caused by a storm.

### We don't cover



- loss or damage caused by flood;
- loss or damage caused by actions or movements of the sea or storm surge;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, a storm and not because of erosion, structural fault or design fault;
- loss or damage to retaining walls, seawalls, revetments, garden borders and free standing outdoor walls;
- resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by the storm;
- loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface;
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm;
- damage to external paintwork of your property, if that is the only property damage caused by the storm;
- loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred;
- the cost of cleaning your undamaged contents.



A storm includes a cyclone. See section 10 'Words with special meanings' on page 107.



## Storm surge

### We cover



Loss or damage caused by storm surge that happens at the same time as other insured damage caused by storm.

### We don't cover



We don't cover

- loss or damage caused by flood;
- loss or damage caused by actions or movements of the sea;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage to the property caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, storm surge and not because of erosion, structural fault or design fault;
- loss or damage to retaining walls, sea walls, revetments, garden borders and free standing outdoor walls;
- resultant cracking to sealed paths, sealed roads and sealed driveways, but we will cover them if they are washed away by the storm surge;
- loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface;
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm surge;
- damage to external paintwork of the property, if that is the only damage caused by the storm surge;
- loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred;
- the cost of cleaning your undamaged contents.



Actions of movements of the sea has a special meaning. It does not mean tsunami or storm surge. See section 10 'Words with special meanings' on page 104



## Lightning

### We cover



Loss or damage caused by lightning, including power surge caused by lightning.

### We don't cover



- any claim where the Australian Government Bureau of Meteorology has no record of lightning in your area at the time of the loss or damage;
- loss or damage without written confirmation from a qualified repairer (e.g. electronics repairer) saying lightning was the actual cause of the loss or damage;
- loss or damage caused by power failures or surges by your power provider.



## Fire (including bushfire)

### We cover



Loss or damage caused by:

- fire (including bushfire); and
- heat, ash, soot and smoke that is the direct result of a fire within **100** metres of the insured address.

### Extra costs cover in the event of bushfire

If, during the period of insurance, there is a bushfire in your area, we also cover the following costs even if there is no actual physical loss or damage to the property or contents:

- the cost of replacing water in any tank, container, pool, spa and any other storage vessel where the water has:
  - been used to limit the spread of bushfire at the insured address;
  - become contaminated due to the use of fire retardant;
- the cost of cleaning fire retardant off the property.

If your claim is for these extra costs only, no excess applies. The most we will pay under Extra costs cover in the event of bushfire is **\$1,000** for any one incident.

### We don't cover



Loss or damage arising from:

- arcing, scorching, melting or cigarette burns, unless a fire spreads from the initial burn spot (e.g. cigarette burns to carpet where no fire has spread);
- pollution or vapour from a property heater or a cooking appliance, unless a fire spreads from the initial source;
- gradual exposure to fire, heat, ash, soot and smoke due to recurring incidents of fire or bushfire over a period of time.



## Earthquake and tsunami

### We cover



Loss or damage caused by an earthquake or tsunami.

### We don't cover



- loss or damage caused by flood;
- loss or damage to your property or contents caused by actions or movements of the sea or storm surge;
- loss or damage that occurs more than **72** hours after an earthquake or tsunami;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, an earthquake or tsunami and not because of erosion, structural fault or design fault.



'Tsunami' is not an action or movement of the sea, see 'Words with special meanings' on page 104.



## Theft or burglary by tenants or their guests

### We cover



Loss or damage caused by theft or burglary by your tenants or their guests during the period of insurance.

Note: An additional excess applies. See page 16 for more details.

### We don't cover



- loss or damage when a previous claim under this cover has been covered in relation to the same tenant in the same period of insurance;
- loss or damage if you do not have a rental agreement in place;
- loss or damage to your property if you do not have property cover or to contents if you do not have contents cover.

### Limit



The most we will for all incidents in the period of insurance is **\$25,000**.



Note: 'Same tenant' means that at least one common person was usually residing at the insured address when the incident giving rise to the claims occurred. This is the case even if the common person was not responsible for any theft or burglary.



## Theft or burglary by people who are not tenants or their guests

**We cover**



Loss or damage caused by thieves or burglars who are not your tenants or their guests.

**We don't cover**



Loss or damage caused by:

- you;
- your tenants or their guests.



## Escape of liquid

**We cover**



Loss or damage caused by liquid leaking, overflowing or bursting from any of the following:

- refrigerators, freezers, dishwashers and washing machines;
- any drain, fixed pipes, drainage and sewage systems (not forming part of a shower cubicle wall, floor or base);
- fixed tanks;
- swimming pools or spas;
- waterbeds;
- baths, sinks, toilets and basins (but not showers);
- fixed heating or cooling system;
- water main, fire hydrant or water supply pipe;
- tap spindles;
- an aquarium.

### Exploratory costs

We will pay the reasonable cost of locating, at the insured address, the source of the escaped liquid and to repair and restore the damage to your property and contents caused by the exploratory work, but only if the escape of liquid is covered under this insured event. If the leak is not covered under this insured event, we provide some limited cover for exploratory costs under additional cover 'Exploratory costs where a leak is not covered under insured event 'Escape of liquid''. See page 72.



## Escape of liquid (cont.)

### We don't cover



- the cost of repairing or replacing the item from which the liquid escaped (e.g. a cracked pipe or leaking tap);
- loss or damage caused by flood or storm surge;
- loss or damage caused by erosion, vibration, subsidence, landslip, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, escape of liquid and not because of erosion, structural fault or design fault;
- wear, tear and gradual deterioration or loss or damage by the gradual process of leaking, splashing, dripping or overflowing;
- loss or damage caused by leaks from agricultural or overflow pipes;
- loss or damage caused by liquid from a portable container, such as a pot plant, vase, terrarium, fishbowl (but not an aquarium), beverage container, saucepan, bucket or watering can;
- loss or damage caused by liquid from a watering system or garden hose;
- loss or damage to retaining walls;
- loss or damage to any portion of a fence or wall that is not owned by you;
- loss or damage caused by, a leaking shower floor, leaking shower base, leaking shower cubicle walls, leaking shower glass screening or doors, leaking open shower floor areas or other wet areas;
- costs if you repair or renovate a damaged area of your property before we can inspect it and find the cause;
- broken, worn or aged tiles or grouting in walls in bathrooms, kitchens or laundries, unless the damage is caused by liquid leaking from pipes in walls or floors (not forming part of a shower cubicle wall, floor or base);
- loss or damage caused by wear, tear and gradual deterioration, rust, fading, rising damp, mould, mildew, corrosion, rot;
- in relation to exploratory costs, if the source of the leak can be located without invasive work (e.g. using a thermal camera) we won't pay any further exploratory work costs (or loss or damage related to the exploratory work) after this point.



## Impact

### We cover



Loss or damage caused by impact (or by power surge caused by impact) at the insured address from:

- a falling tree or part of a falling tree including the roots;
- power poles;
- TV antennas or satellite dishes, communication aerials or masts;
- drones (see section 10 'Words with special meanings' on page 103);
- watercraft, aircraft, motor vehicles or trailers;
- an object falling from a motor vehicle or aircraft;
- space debris or meteorites.

### We don't cover



- loss or damage caused by flood or storm surge;
- loss or damage to driveways, paths, paving or underground services caused by a road vehicle, crane or earthmoving equipment;
- loss or damage to any portion of a fence or wall that is not owned by you;
- the cost of removing or lopping trees or branches that have not damaged your property or contents;
- loss or damage caused by trees being lopped, felled or transplanted by you or someone authorised by you;
- the removal of tree stumps or roots still in the ground;
- loss or damage caused by impact (or power surge caused by impact) when the point of impact is outside of the insured address.



## Damage by an animal

### We cover



Loss or damage caused by an animal that becomes accidentally trapped inside your property.

### We don't cover



Loss or damage caused by:

- any animal owned by you or a tenant (or their guest) or that you or your tenant or their guest) are responsible for;
- any animal allowed onto the insured address by you, your tenant or anyone living at the insured address;
- insects, vermin or rodents but we will cover damage they cause if it is covered under 'Fire (including bushfire)' on page 44 or 'Escape of liquid' page 46.





## Explosion

**We cover**



Loss or damage caused by an explosion.

**We don't cover**



- the cost of repairing or replacing the item or container that exploded;
- loss or damage caused by nuclear or biological devices;
- loss or damage caused by erosion, vibration, subsidence, landslip, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, an explosion and not because of erosion, structural fault or design fault.



## Riot, civil commotion or public disturbance

**We cover**



Loss or damage caused by riot, civil commotion or public disturbance (e.g. damage caused by a violent crowd moving down your street).

**We don't cover**



- loss or damage caused by you or your tenants or their guests;
- loss or damage caused by nuclear or biological devices.



## Malicious acts or vandalism by tenants or their guests

### We cover



Loss or damage caused by malicious acts or vandalism by your tenants or their guests.

Note: An additional excess applies. See page 16 for more details.

### We don't cover



- accidental or unintended loss or damage;
- loss or damage to your property if you do not have property cover or to contents if you do not have contents cover;
- the cost of cleaning, repairing or restoring your property or contents caused by neglect, or untidy, unclean or unhygienic habits of the tenant or their guests, such as the cost of cleaning, repairing or removing:
  - liquid (including urine) or food stains;
  - odours;
  - abandoned items or rubbish;
  - drawing or painting on walls;
  - water damage and stains from over-watering plants;
  - water damaged carpets, flooring, cupboards or vanity units caused by water splashing from showers, sinks or baths;
- loss or damage if you don't have a rental agreement in place;
- loss or damage when a previous claim under this cover has been covered in respect of the same tenant.

### Limit

The most we will pay for all incidents in the period of insurance **\$25,000**.



Note: 'Same tenant' means that at least one common person was usually residing at the insured address when the incidents giving rise to the claims occurred. This is the case even if the common person was not responsible for the malicious act or vandalism.



## Malicious acts or vandalism by people who are not tenants or their guests

**We cover**



Loss or damage caused by malicious acts or vandalism by people who are not your tenants or their guests.

**We don't cover**



- loss or damage caused by you or your tenants or their guests.



## Legal liability

**We cover**



### Property legal liability

If you have property cover, we cover your legal liability to pay compensation for death of or bodily injury to other people, or loss or damage to their property, resulting from an incident which happens during the period of insurance:

- in connection with you owning the property; and
- at the insured address.

### Contents legal liability

If you have contents cover, we cover your legal liability to pay compensation for death of or bodily injury to other people, or loss or damage to their property, resulting from an incident which happens during the period of insurance:

- in connection with you owning the unit or contents at the insured address; and
- in the unit at the insured address.

We also cover you for associated legal costs to defend a claim against you that is covered. We need to first agree to pay the legal costs before they are covered.

**We don't cover**



We don't cover anything in section 3 'Things we don't cover' on pages 27 to 38.

**Limit**

K\$

The most we will pay for all claims from any one incident for legal liability covered by this policy is **\$20 million**, including all associated legal costs.



For examples of how we settle claims, see section 7 'How we settle claims – some examples' on page 89.

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# 5

## Additional cover that comes with your policy

When a claim under your policy for loss or damage to the property or contents is covered, you may be entitled to the additional cover in this section. Please note:

- some covers can be claimed on independently to a claim for loss or damage to the property or contents as shown.
- the limits shown are paid in addition to the contents sums insured, unless stated otherwise.



All of the conditions of your policy and section 3 'Things we don't cover' apply to the additional cover.



In some circumstances, an additional cover may be available to you before your claim for loss or damage to the property or contents is confirmed as covered under your policy. This does not mean that your claim has or will be covered or that your claim will be paid.



## Loss of rent following an insured event

### We cover



#### When you have property cover

If following an insured event your property cannot be lived in or cannot be re-leased, we will pay the weekly rental amount for the time it should take to repair or rebuild your property so that it can be lived in again or re-leased.

We will engage a builder to determine how long the repairs or rebuild should take. For example, if you have a claim for fire damage and our builder determines that the repairs would take **4** weeks to complete. You will be entitled to **4** weeks of loss of rent under this additional cover.

#### When you have contents cover in a unit

The insured address is a unit and an insured event damages your contents such that the insured address cannot be lived in, we will pay the weekly rental amount for the time it should take to repair or rebuild the unit so that it can be lived in again.

### We don't cover



- loss of rent:
  - if you do not intend to repair or replace your property, unit or contents;
  - if the tenant still has an obligation to pay the rent;
  - once the insured address is able to be lived in again or be re-leased because the repair or rebuilding process for the damage covered under this policy is complete;
  - if you have made a claim for the same incident under additional cover 'Loss of rent – tenant default' (see page 60) and have already been compensated for your loss under that additional cover;
  - if the insured address was not occupied by a paying tenant (for what we mean by 'tenant' see, page 108) at the time the loss or damage occurred. But we will provide cover if it would have been rented to a tenant, during the time taken to repair, replace or rebuild your property or unit. You may be able to show this by a signed tenancy agreement from a tenant that was due to move in;
- to the extent permitted by law, any amounts you are able to recover for loss of rent under another insurance policy including any insurance policy taken out by a body corporate or similar entity.

Anything in section 3 'Things we don't cover' on pages 27 to 38.



## Loss of rent following an insured event (cont.)

### Limit **When you have property cover**



The longest period we will pay for one incident is **52** weeks and the most we will pay in total is **20%** of your property sum insured.

### **When you have contents cover in a unit**

The longest period we will pay for one incident is **52** weeks and the most we will pay in total is **20%** of the contents sum insured.



## Removal of debris

### **We cover** **When you have property cover**



When you are covered for loss or damage to the property we will cover the reasonable and necessary costs of:

- demolishing and removing the damaged parts of your property from the insured address;
- removing debris, including fallen trees or fallen branches, where:
  - the debris has damaged your property;
  - removal of the debris is required in order to repair your property.

### **When you have contents cover**

When you are covered for loss or damage to your contents we will cover the reasonable and necessary costs to dispose of the damaged contents.

### **We don't cover**



Anything in section 3 'Things we don't cover' on pages 27 to 38.

### **When you have property cover**

The cost of:

- removing tree stumps and roots still in the ground;
- removing any debris, including trees or branches that have not damaged your property;
- disposing or removing anything that is contents.

### **When you have contents cover**

- disposal, storage or removal of anything that is not part of the property or that is contents.

### Limit



The most we will pay for any one incident is **10%** of your property sum insured (if you have property cover) or **10%** of your contents sum insured (if you have contents cover).



## Other repair/rebuilding costs

(Property cover only)

### We cover



When you are covered for the costs of rebuilding or repairing damaged parts of the property, we will pay the reasonable and necessary costs:

- of any temporary work required to make the damaged or destroyed property and insured address safe;
- for the services of professionals, such as architects or surveyors, to repair or rebuild at the insured address;
- to make the damaged property components comply with current home building regulations and laws. We only pay these costs if the property components complied with building laws or regulations when they were originally built or when construction, repairs, renovations or alterations were undertaken.

### We don't cover



The costs of:

- removing tree stumps and roots still in the ground;
- removing or lopping trees or branches that have not damaged your property;
- upgrading undamaged parts, sections or components of your property to comply with the current building regulations and laws;
- making the property comply with building laws and regulations that existed but were not complied with when the property was originally built or when construction, repairs, renovations or alterations were undertaken (e.g. we will not pay to raise the property if renovations did not comply with height limits or requirements);
- making sheds or outbuildings comply with current building laws and regulations if they did not comply with council requirements and/or if the required permits were not in place at the time they were originally built or when construction, repairs, renovations or alterations were undertaken;
- making the property comply with current multi-residential building or fire safety regulations:
  - that did not exist when the property was originally built or when construction, repairs, renovations or alterations were undertaken;
  - if the property was not correctly classified with your local council as a multi-residential building prior to the loss occurring;

Any professional fees (e.g. architect's fees) related to a change to the design of the property (or to upgrade any part of it) that you choose to make.

Anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit



The most we will pay for any one incident is **10%** of the property sum insured.





Under 'Other repair/rebuilding costs' we will only make damaged components of the property comply with current building regulations and laws. This means e.g. if the roof was damaged due to impact by a falling tree and required repairs, we would repair or rebuild the roof as the damaged component of the property. If other property components within the roof space were not damaged in the incident, they would not be repaired or rebuilt as part of the claim. For what we mean by 'components' see page 105.



## Environmental improvements (Property cover only)

### We cover



We cover costs associated with the purchase and installation of environmental improvements at the insured address such as a rainwater tank, solar system or compost equipment when all of the following apply:

- a claim for an insured event is covered and cost to repair or replace the loss or damage to the property is more than **80%** of the property sum insured;
- the property does not already have the relevant environmental equipment;
- you have sought our agreement prior to purchasing or installing the relevant environmental equipment.

### We don't cover



- any amount covered under 'Other repair/rebuilding costs' to comply with the latest building regulations;
- anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit



The most we will pay is **\$2,500** of your net costs\* in purchasing and installing the approved environmental improvement.

Note: \*Net cost is the amount after deducting any government subsidy to which you are entitled to at the date of the loss, whether you claim this subsidy or not. You must supply us with proof of the amount you spent before we will pay you.



## Damage to gardens and plants

(Property cover only)

### We cover



We will pay the cost of replacing trees, shrubs, plants, hedges or garden beds at the insured address with ones that are reasonably similar to the ones lost or damaged if:

- the trees, shrubs, plants, hedges or garden beds at the insured address are damaged as a result of an insured event; and
- you are covered for a claim for loss or damage to the property resulting from the same insured event.

### We don't cover



Loss or damage:

- to lawns, grass or pot plants;
- caused by the following insured events:
  - 'Storm' (see page 42);
  - 'Storm surge' (see page 43);
  - 'Flood' (see page 41);
  - 'Escape of liquid' (see page 46).

Anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit



The most we will pay for any one incident is **\$200** per tree, shrub, plant, hedge or garden bed and a maximum **\$2,000** total for any one incident.



Under 'Damage to gardens and plants', we will pay the cost of replacing trees, shrubs, plants, hedges or garden beds with similar ones but they may not be the same maturity as the trees, shrubs, hedges or garden beds that were damaged. For example, if you have a fully grown orange tree that has been damaged, we will pay the cost of replacing the orange tree but it may not be a fully grown orange tree.



## Storage of undamaged contents

(Contents cover only)

### We cover



A claim under your contents policy is covered, and the undamaged contents cannot be kept at the insured address, we will also pay:

- the reasonable cost to store the undamaged contents until your contents can be kept at the insured address; and
- the reasonable cost to transport the undamaged contents from the insured address to the temporary place of storage (and back to the insured address).

### We don't cover



- storage costs once your contents can be returned to the insured address;
- storage costs outside Australia;
- storage costs following loss or damage that is excluded by this policy;
- anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit



The most we will pay for the storage of undamaged contents from any one incident is **10%** of the contents sum insured.



Under 'Storage of undamaged contents', we will pay for any loss or damage to the undamaged contents caused by an insured event while they are at the place of storage but only up to your contents sum insured shown on your certificate less any amount paid for loss or damage to your contents as part of the original claim. This cover stops when your policy is cancelled, lapses or we stop paying for storage, whichever happens first. All the conditions, limits and exclusions of this policy apply to this cover.



## Loss of rent - tenant default

(Applies when you have property cover or you have insured your contents in a unit)



Under 'Loss of rent - tenant default' there is no cover for an amount equal to four (4) times the weekly rental amount. This means you will need to have suffered loss (or damage) of an amount equivalent to, or greater than, four (4) times the weekly rental amount before you have cover. This does not apply when your claim relates to the death of a sole tenant (see 3. below). This amount is not an excess that you pay to us. See the example on page 92.



An excess does not apply to this additional cover.



Note: a claim under Loss of rent - tenant default can be made independently of a claim for loss or damage to the property or contents.



### We cover **Tenant stops paying but does not leave**

1. If your tenant stops paying the weekly rental amount in the period of insurance but does not leave, we will pay the weekly rental amount for:
  - up to **14** weeks if your rental agreement is on a fixed term basis;
  - up to **2** weeks if your rental agreement is on a periodic basis.



### We don't cover

Loss of rent if:

- the tenant has not breached your rental agreement by failing to pay rent;
- we have paid a previous claim under 'Loss of rent – tenant default' in respect of the same tenant in the same period of insurance;
- the rent was already in arrears when you purchased this policy;
- you have agreed to a reduction in rent with the tenant;
- you do not have a rental agreement in place with the tenant;
- you have already been compensated for your loss under the additional cover 'Loss of rent following an insured event' page 54;
- you have not taken all steps available to you under the Residential Tenancies Act, or other relevant state or territory legislation, to remedy non-payment and evict the tenant. For example, sending any notices for non-payment, filing an application to recover funds and seeking an order to evict the tenant from the relevant Tribunal or court or terminating the rental agreement.

Anything in section 3 'Things we don't cover' on pages 27 to 38.



Note: 'Same tenant' means at least one common person was usually residing at the insured address when the incidents giving rise to the claims occurred.



Note: 'Rental agreement' has a special meaning see page 63.



## Loss of rent - tenant default (cont.)

### Limit

K\$

Cover will commence from the date the tenant stops paying any rent until the earliest of the following times:

- the date you re-let the property;
- the date the tenant's rental agreement comes to an end;
- the **14** week or **2** week limit (whichever applies) is reached.

### We cover



#### Tenant stops paying rent and permanently leaves

2. If your tenant permanently leaves during the period of insurance without giving you notice as required under your rental agreement, we will pay the weekly rental amount if it is not paid to you for a period up to:

- **14** weeks if your rental agreement is on a fixed term basis;
- **2** weeks if your rental agreement is on a periodic basis.

### We don't cover



Loss of rent if:

- the tenant has not breached your rental agreement by failing to pay rent;
- the rental agreement could have been legally terminated by you;
- we have paid a previous claim under the 'Loss of rent – tenant default' cover in respect of the same tenant in the same period of insurance;
- the rent was already in arrears when you purchased this policy;
- you have already been compensated for your loss under the additional cover 'Loss of rent following an insured event' page 54;
- you do not actively seek a new tenant. This may include advertising the property or unit for rent and arranging for the property or unit to be viewed by prospective tenants.

Anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit

K\$

Cover will commence from the date the tenant stops paying any rent until the earliest of the following times:

- the date you re-let the property;
- the date the tenant's rental agreement comes to an end;
- the **14** week or **2** week limit (whichever applies) is reached.

Continued on next page.



## Loss of rent - tenant default (cont.)

### We cover



#### Death of a sole tenant

3. If your tenant is a sole tenant and that person dies during the period of insurance and before the end of their rental agreement, we will pay the weekly rental amount for **2** weeks from the date of their death.

### We don't cover



Anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit



The most we will pay is the weekly rental amount for **2** weeks.

### We cover



#### Tribunal Order

4. If your rental agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority on the grounds of hardship on the part of the tenant during the period of insurance, we will pay the weekly rental amount for up to **4** weeks.

Cover will commence from the date the Tribunal order takes effect up to the earliest of the following times:

- the date you re-let the property;
- the limit for this cover is reached.

### We don't cover



Anything in section 3 'Things we don't cover' see pages 27 to 38.

### Limit



In addition to the above limits under 'We cover', the most we will pay is the weekly rental amount for up to **4** weeks.



Rental agreement means a current and valid written agreement for the insured address between you (or your agent) and your tenant that:

- complies with the requirements specified in the relevant residential tenancy legislation (or its equivalent);
- is for a fixed term; and
- includes the following minimum requirements – a start and finish date, a minimum duration, the weekly rental amount, the bond that the tenant is required to pay and the notice to leave requirements.

A 'rental agreement' includes any periodic agreement which continues after the end of the fixed term of a rental agreement, on the same terms and conditions as that rental agreement.

'Rental agreement' does not include any short-term rental, holiday letting or house sharing arrangement (including any arrangement booked through an online booking platform). This policy does not provide any cover for those arrangements.



## Accidental breakage of glass

### We cover



#### When you have property cover

Accidental breakage of the following glass items that happens during the period of insurance:

- fixed glass in windows, doors, skylights, mirrors fixed to the property and other fixed glass (including glass tint if fitted);
- glass in a fixed light fitting in the property;
- sinks, basins, baths or shower-bath combinations, cisterns and toilets;
- any glass that forms part of a:
  - fixed cooking or heating appliance;
  - cook top or cooking surface,

but we will not pay to replace the entire appliance or the whole cook top or cooking surface.

#### When you have contents cover

Accidental breakage of the following glass items that happens during the period of insurance:

- glass that forms part of the furnishings at the insured address for the tenant's use;
- fitted glass in furniture and unfixing hung mirrors at the insured address.

### Replacing glass

We will also cover the frame of any window, door or shower screen, but only if this is necessary to enable the glass to be replaced.

### We don't cover



#### When you have property cover

- glass in a glasshouse, greenhouse or conservatory;
- any loss or damage caused by the broken item e.g. scratches or dents caused to another item or the property;
- ceramic tiles;
- shower bases (tiled or otherwise);
- the cost to modify any part of the property to fit any replacement cooking or heating appliance if the dimensions differ;
- the cost to remove broken glass from carpets or other parts of the property unit or contents;
- any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches);
- loss or damage that is covered under an insured event listed on pages 41 to 51, as you can make a claim for loss or damage under the applicable insured event;
- anything in section 3 'Things we don't cover' on pages 27 to 38.





## Accidental breakage of glass (cont.)

### We don't cover



(cont.)

#### When you have contents cover

- any accidental breakage which has occurred while the items are in the open air;
- any loss or damage caused by the broken item (e.g. scratches or dents caused to another item);
- drinking glasses and any glass or crystal items normally carried by hand;
- any hand held mirrors;
- the screen or glass of any computer, television set or other type of visual or audio electronic device;
- glass that is part of a vase, decanter, jug, fishbowl, ornament or light globe;
- the cost to remove broken glass from carpets or other parts of the property or contents;
- any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches);
- loss or damage that is covered under an insured event listed on pages 41 to 51, as you can make a claim for loss or damage under the applicable insured event;
- anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit

£\$

The most we will pay are the reasonable and necessary costs of repairing or replacing the broken glass. This limit is paid within the property or contents sums insured.



Note: a claim under this cover can be made independently of a claim for loss or damage to the property or contents caused by an insured event.



## Legal costs to recover unpaid rent

### We cover



If your claim is covered and paid under 'Loss of rent - tenant default' and before incurring any legal costs you obtained our permission to incur legal costs to recover unpaid rent, we will pay the reasonable:

- legal costs to recover the rent owed to you; and
- costs charged by your agent for attending a court or tribunal to try to recover the unpaid rent.

If you make a claim under this additional cover, no excess applies.

### We don't cover



Legal costs:

- not related to recovering rent from the tenant;
- if we have paid a previous claim under this additional cover in respect of the same tenant.

Anything in section 3 'Things we don't cover' on page 27 to 38.

### Limit



The most we will pay for any one incident is **\$5,000**. You must repay to us the rent or a proportion of the rent previously paid under 'Loss of rent - tenant default' if you recover any amount in excess of your loss.



Note: 'Same tenant' means at least one common person was usually residing at the insured address both times the rent ceased being paid.



## Loss of rent - prevention of access

(Applies when you have property cover or you have insured your contents in a unit)

### We cover



We will pay the weekly rental amount if your tenant does not have access to the insured address due to one of the following incidents:

- damage to a building (but not the property or unit), the strata title property in which the unit is located, or a road or street providing access to the insured address;
- burst water main;
- bomb threat or bomb damage;
- street riot;
- emergency services refusing your tenant access to the insured address or evacuating the tenant for safety reasons.

### We don't cover



Loss of rent:

- if the insured address was not occupied by a paying tenant at the time the insured address became inaccessible. But we will provide cover if it would have been rented during the time that access to the insured address was prevented. You may be able to show this by a signed tenancy agreement from a tenant that was due to move in;
- once the insured address is able to be accessed again;
- if the property or unit is damaged;
- caused by the threat of, or damage by, a nuclear or biological bomb.

Anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit



We will provide cover from the date your tenant does not have access until the earliest of the following:

- the date the insured address becomes accessible;
- **12 weeks.**



Note: a claim under this cover can be made independently of a claim for loss or damage to the property or contents.



## Lock replacement (after theft of keys)

### We cover



We cover the costs of rekeying or replacing keys (whichever is less), locks and cylinders on external doors and windows, and replacing remote control garage opening devices of the insured address if your tenant:

- permanently leaves the insured address without giving you or your agent the notice required by the rental agreement;
- is legally evicted from the insured address,

during the period of insurance and the tenant has not returned the keys or remote control garage opening devices to you or your agent.

Note: If you make a claim under this additional cover no excess applies.

### We don't cover



- the cost of replacing a spare set of keys;
- the replacement of keys, locks and cylinders when we have accepted a previous claim under this cover in respect of the same tenant;
- loss or damage if you don't have a rental agreement in place;
- anything in section 3 'Things we don't cover' on page 27 to 28.

### Limit

The most we will pay for any one incident is **\$1,000**.



Note: a claim under this cover can be made independently of a claim for loss or damage to the property or contents.



Note: 'Same tenant' means that at least one common person was usually residing at the insured address when the incidents giving rise to the claims occurred.



### **Kitchen appliance heat** (Property cover only)

**We cover**

If you have property cover, we will pay for loss or damage to fixed tables and benches in your kitchen in the period of insurance caused by heat emanating from a kitchen appliance.

If you make a claim under this additional cover no excess applies.

**We don't cover**

Anything in section 3 'Things we don't cover' on pages 27 to 38.

**Limit**

The most we will pay for any one incident is **\$1,000**.



Note: a claim under this cover can be made independently of a claim for loss or damage by an insured event.



### **Damage caused by emergency services** (Property cover only)

**We cover**

If you have property cover, we will pay the reasonable costs to repair damage to the property in the period of insurance caused by emergency services in the case of an emergency.

If you make a claim under this additional cover no excess applies.

**We don't cover**

Anything in section 3 'Things we don't cover' on pages 27 to 38.

**Limit**

The most we will pay for any one incident is **\$1,000**.



Note: a claim under this cover can be made independently of a claim for loss or damage to the property caused by an insured event.



## Motor burnout

### We cover



The burning out or fusing of electric motors, that happens in the period of insurance, in household equipment or appliances which are part of your:

- property, if you have property cover;
- contents, if you have contents cover;

Cover includes the cost to repair or replace:

- the electric motor or compressor containing the motor;
- an entire sealed unit, filter, dryer and re-gassing if the electric motor is inside a sealed refrigeration or air conditioning unit;
- a swimming pool water pump, combined with its electric motor, if the replacement pump motor cannot be bought on its own.

We will engage a member of our supplier network to review your quote and/or inspect the motor determine if it can be repaired or replaced.

### Repairing your motor

We will engage a repairer within our supplier network who is able to complete the repairs to your motor to provide a quote. If the quoted cost to repair the electric motor or motor in an appliance is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair, we will pay you the quoted cost.

### Replacing your motor

If the quoted cost to repair the electric motor or motor in an appliance is more than the cost of replacement or the motor cannot be repaired, you have the option for a replacement of an equivalent motor or motor in a sealed unit of the same specification and standard available at the time of the loss and damage.

If you do not accept the offer, you will be paid the value of our replacement motor. This may be less than what it would cost you to arrange the replacement in the market as we are able to secure supplier discounts from within our content supplier network.

### Replacing the whole appliance

We will only pay to replace the whole appliance when a member of our supplier network determines that the cost to repair or replace the motor is more than the cost to replace the whole appliance. For how we settle claims see 'How we settle property claims' on page 78 and 'How we settle contents claims' on page 79.



## Motor burnout (cont.)

### We don't cover



- loss or damage caused by flood;
- the cost of extracting or reinstalling a submersible pump;
- any amount you can recover under a manufacturer's guarantee or warranty;
- loss or damage to motors forming part of equipment or appliances used in conjunction with your trade, business activity or occupation;
- loss or damage to a refrigerator or freezer caused by spoiled food;
- anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit



The most we will pay for any one incident under this additional cover is **\$2,000** per claim.



Note: A claim under this cover can be made independently of a claim for loss or damage to the property or contents caused by an insured event.



For examples of how we settle claims, see section 7 'How we settle claims - some examples' on page 89.



## Contents on common property

(Contents cover only)

### We cover



If you insure your contents in a unit under this policy, we will cover your contents permanently fixed on or to common property (e.g a washing machine that is permanently fixed to common property) of the residential complex on the same basis as if they were at the insured address for loss or damage caused by an insured event during the period of insurance.

### We don't cover



Loss or damage:

- for which your body corporate is responsible or liable;
- to any item not owned solely by you.

Anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit



The most we will pay for any one incident is **\$1,000**.



Note: a claim under this cover can be made independently of a claim for loss or damage to the contents at the insured address.



## Exploratory costs where leak is not covered under insured event 'Escape of liquid'

(Property cover only)

### We cover



If you have property cover, we will pay the reasonable and necessary costs:

- to locate the source of liquid escaping or overflowing at the insured address; and
- to repair and restore the damage to the property, caused by the exploratory work if the escape of liquid first happens during the period of insurance and the leak is not covered under insured event 'Escape of liquid'.

If you make a claim under this additional cover, no excess applies.

### We don't cover



- if the source of the leak can be located without invasive work (e.g. using a thermal camera) we won't pay any further exploratory work costs (or loss or damage related to the exploratory work) after this point;
- anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit



The most we will pay for any one incident is **\$1,500**.



If as a result of the exploratory work, the escape of liquid is determined to be covered under insured event 'Escape of liquid', the exploratory costs will be paid under that event and not under this additional cover.



Note: a claim under this cover can be made independently of a claim for loss or damage to the property.





## Landlord furnishings

(Property cover only)

### We cover



If the property is insured under this policy, we will cover loss or damage to domestic furnishings, furniture and carpets in the property, that are there for your tenant's use, caused by an insured event in the period of insurance.

### We don't cover



- accidental or unintended loss or damage of any kind;
- TV's, stereos, DVD players and non-portable entertainment systems;
- undamaged carpets or internal window furnishings that are not in the room or rooms in which the loss or damage occurred;
- loss or damage if the insured address was your place of residence at the time of loss or damage;
- loss or damage that is excluded under an insured event;
- anything in the 'Things we don't cover' section on pages 27 to 38.

### Limit

The most we will pay for any one incident is **\$5,000**.



Note: a claim under this cover can be made independently of a claim for loss or damage to the property.



For examples of how we settle claims, see section 7 'How we settle claims - some examples' on page 89.



## Matching undamaged parts

### We cover



When a claim for loss or damage to your property or contents is covered and new materials cannot be matched to undamaged parts, we will pay the extra costs to repair, replace or rebuild certain undamaged parts of the property or contents in order to achieve a uniform appearance where the loss or damage occurred as set out below.

#### When you have property cover, we will pay extra:

- to replace undamaged wall tiles in the same room, stairs, hallway or passageway where the damage occurred so they match or complement new tiles used for repairs;
- to paint, wallpaper or replace undamaged wall coverings (but not tiles) in the same room, stairs, hallway or passageway where the damage occurred;
- so that continuously joined undamaged floor coverings (that are not contents items, such as carpet) of the same material in the same room, stairs, hallway or passageway where the damage occurred will have a uniform appearance. This does not mean that we will always replace the undamaged floor coverings. Sometimes a repair (e.g. sanding or other floor treatment) may be possible to achieve a uniform appearance;
- to replace undamaged parts of the same kitchen cabinet, cupboard, or benchtop so that they match the repaired parts.

#### When you have contents cover, we will pay extra:

- to replace undamaged blinds and curtains in the same room, stairs, hallway or passageway where the damage occurred;
- so that continuously joined undamaged and matching carpets and other floor coverings (that are covered as a contents item) in the same room, stairs, hallway or passageway where the damage occurred to achieve a uniform appearance. This does not mean that we will always replace the undamaged carpets and other floor covering. Sometimes a repair may be possible.

### We don't cover



Anything in section 3 'Things we don't cover' on pages 27 to 38.

### Limit



The most we pay for any one incident is **\$1,000** if you have property cover and **\$1,000** if your claim is for contents cover.

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# 6

## Making a claim

We want to be there for you in your times of need.

In this section we set out how we help you when you make a claim and important information about:

- what you must and must not do;
- how to establish your loss;
- how we settle property and/or contents claims;
- what happens after we pay your claim.

# Making a claim

## What you must do

- allow us to inspect the damaged property and/or contents;
- allow us to arrange for experts to assess the damaged property and/or contents and to quote on repair or replacement;
- arrange for all contents to be moved and/or stored in order to facilitate repairs to the property. Note: if you have contents cover with us, some cover may be available under 'Storage of undamaged contents' on page 59;
- provide us with a quote/s for repair or replacement if we ask for this;
- provide us with copies of entry/exit and routine property inspection reports along with photographs to support a claim for damage if we ask for this;
- provide us with any inspection report you might have obtained prior to purchasing the property;
- when requested, provide us with proof of loss, ownership and value;
- provide us with information, co-operation and assistance in relation to your claim (including attending an interview in person or over the phone or giving evidence in court if required);
- allow us, or a person nominated by us, to recover, salvage or take possession of parts of the property or contents when we replace or pay you the full sum insured or the total cost to repair or rebuild the property. When we ask, you must send any items to us, or cooperate in our collection or retrieval of such items.

## What you must not do

- do not dispose of any damaged parts or items of the property or contents without our consent unless it is necessary for health and safety reasons;
- do not carry out or authorise repairs without our consent unless you cannot contact us and need to make emergency repairs to protect the property or contents or it is necessary for health and safety reasons;
- do not wash or clean or remove debris from any area damaged by fire without our consent unless you need to do this to prevent further loss or it is necessary for health and safety reasons;
- do not admit liability or responsibility to anyone else unless we agree;
- do not negotiate, pay or settle a claim with anyone else unless we agree;
- do not accept payment from someone who admits fault for loss or damage to the property or contents. Refer them to us instead.

## If you do not comply

If you do not comply with 'What you must do' and 'What you must not do' we can reduce or refuse your claim and/or recover from you any costs and/or any monies we have paid and/or cancel your policy.

## Legal liability claims

You must tell us about any incident that has caused an injury to others or damage to other people's property. You must also as soon as possible tell us about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us. If you make a legal liability claim under your policy we can decide to defend you, settle any claim against you or represent you at an inquest, official inquiry or court proceedings. If we decide to defend you, settle any claim against you or represent you, then you must give us all the help we need, including help after your claim has been settled.

## If we decline a claim or do not pay your claim in full

We will provide reasons for our decision to decline the claim or not pay it in full. We will send you written confirmation of our decision.

## How to establish your loss

### Establish an incident took place

When making a claim you must be able to prove that an incident covered by your policy actually took place. If you do not do this, we will not be able to pay your claim.

We may obtain the following from the police:

- confirmation that you reported the incident;
- details of any investigations they undertook.

You must give us authority to access these records, if we ask.

### Describe your loss or damage

You must also give us accurate and full details of what was lost, stolen or damaged.

### Proving loss, ownership and value

You must give us proof of loss, value and ownership of the items claimed when we request it. Allowing us, a repairer or an expert appointed by us, to look at what is damaged is usually all that is needed to prove your loss. Sometimes we might ask you to produce a copy of the most recent plans and drawings for the property, photographs of the property or other proof that supports the extent of the loss you have suffered.

For lost, damaged or stolen items that are no longer available for inspection (e.g. because they were stolen or destroyed in a fire) you must validate your claim by giving us details of when and where they were purchased and proof of ownership and value. The type of proof we might ask for includes proof of purchase (e.g. a sales receipt that has the item, description or code, a purchase price, date purchased and where the item was purchased), a valuation from a qualified professional valuer in Australia before the loss or damage occurred, original operating manual, manufacturer's box, certificate of authenticity, close up photograph, proof of inheritance and a full description of the item (e.g. brand, model etc.).

Continued on next page.

For more valuable items, we will ask for more evidence to substantiate your claim than we might for less expensive items. For an individual item over **\$3,000**, we will ask for proof of purchase (e.g. a sales receipt), a valuation from a qualified professional valuer in Australia before the loss or damage occurred and a close-up photograph of the item as a minimum.

We do not consider that a statutory declaration of itself is acceptable evidence of proof of ownership and value. If you are unable to substantiate your claim, we might reduce or refuse your claim.

## How we settle property claims

We will aim to use a member of our supplier network to repair or rebuild the damage to the property. Sometimes, this is not always possible for example, if there is pre-existing damage. This will determine how the property claim will be settled.

### When a member from our supplier network can complete the repair or rebuild

When your claim for loss or damage to the property is covered, we will engage a builder from our supplier network to prepare a scope of works and provide a quote on the cost to repair or rebuild the property on a 'new for old' basis.

Once the scope of works and quote is provided to us, we will arrange for it to be assessed. This will involve reviewing the quote to make sure that the quote is appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method, labour and material costs and overall cost effectiveness.

If the amount of the assessed quote to repair or rebuild the property is less than the property sum insured, we will offer you the choice to have the property repaired or rebuilt (based on the recommendation of our builder).



If you accept the offer



The builder we engage will be authorised to complete the repair or rebuild on a 'new for old' basis.



If you choose to not accept the offer



You will be paid the amount of the assessed quote to repair or rebuild on a 'new for old' basis.

Note: this amount to repair or rebuild may be less than what it would cost you to arrange the repairs or rebuild with your own builder. We are able to secure supplier discounts from within our supplier network.

If the amount of the assessed quote to repair or rebuild is more than the property sum insured, the damage will not be repaired or rebuilt.



You will be paid the property sum insured

## When a member of our supplier network is unable to complete the repair or rebuild

When your claim for loss or damage to the property is covered and a member of our supplier network is unable to complete the repair or rebuild, we will ask you to engage a builder to provide a scope of works and provide a quote on the cost to repair or rebuild the property on a 'new for old' basis.

Once the scope of works and quote is provided to us, we will arrange for it to be assessed. This will involve reviewing the quote to determine it is appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method, labour and material costs and overall cost effectiveness.

If the quote is appropriate and reasonable for the scope of works, we will then pay you the assessed amount. If it is not, the quote may be adjusted. This may include, adjusting the scope of works or the quote. We will then pay you the adjusted amount of the quote.

If we pay you for the repair or rebuild, the Lifetime Guarantee on property repairs does not apply (see page 84).

## When we settle the property claim we will not:

- pay more than the relevant sum insured or policy limit;
- pay extra because you paid more for an item when it was originally purchased;
- pay extra to repair or rebuild the property to a better standard, specification or quality than it was before the loss of damage occurred except as stated in the meaning of 'new for old' (see page 80) or unless stated otherwise in your policy;
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that are not covered by your policy (see section 3 'Things we don't cover' page 27 to 38), other than a defect or fault that we guarantee under this policy;
- pay extra to repair or rebuild undamaged parts (some limited cover is available in 'Matching undamaged parts' see page 74);
- fix or pay to fix pre-existing damage (unless your policy provides otherwise).

## How we settle contents claims

When your claim for loss, theft or damage to your contents is covered, your contents may be replaced, repaired or we may pay you. We will aim to use a member of our supplier network to repair or replace damaged contents.

How we will settle will depend on the circumstances of the claim including the cost of repair or replacement, your sum insured and any lower policy limits.

If the cost of repair or replacement exceeds your contents sum insured, you will be paid your sum insured.

Continued on next page.

## Repairing your contents

We will engage a repairer within our supplier network to provide a quote. If the quoted cost to repair the item is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair, we will pay you the quoted cost.

## Replacing your contents

If the quoted cost to repair is more than the cost of replacement on a 'new for old' basis or if the contents item cannot be repaired, you have the option to accept a replacement on a 'new for old' basis sourced through our supplier network. See page 80 for what 'new for old' means.

If you do not accept the offer, you will be paid the value of the replacement item that has been sourced for you. This may be less than what it would cost you to arrange the replacement in the market. We are able to secure supplier discounts from within our content supplier network. We will pay you cash or if available, you can choose to be paid this as a voucher, store credit or stored value card.

## When we settle contents claims we will not:

- pay more than the relevant sum insured or policy limit;
- pay extra to replace a contents item to a better standard, specification or quality than it was before the loss or damage occurred except as stated in the meaning of 'new for old';
- fix or pay to fix pre-existing damage (unless your policy provides otherwise);
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that are not covered by your policy (see section 3 'Things we don't cover' page 27 to 38);
- pay extra because you paid more for that item when it was originally purchased;
- pay extra to repair or replace undamaged parts (some limited cover is available in 'Matching undamaged parts' see page 74);
- pay for any decrease in the value of a pair, set or collection when the damaged or lost item forms part of the pair, set or collection. We pay only for the repair or replacement of the item which was damaged or lost.

## 'New for old' means:

- rebuild, replace or repair with new items or new materials that are reasonably available at the time of replacement or repair from Australian suppliers.
- rebuild, replace or repair new for old regardless of age, with no allowance for depreciation.



For example, a leather lounge which was purchased **5** years ago for **\$5,000** and now worth **\$2,000**, will be replaced with a brand new leather lounge equivalent to your old lounge when it was new. Cover is not limited to **\$2,000**.

## Same type, standard and specification as when new

We will repair or replace to the same type, standard and specification (but not brand) as when new. If the same is not reasonably available from an Australian supplier, we will repair or replace with items or materials of a similar type, standard and specification. We can replace with a different brand.



## 'New for old' does not:

- include paying the extra cost of replacing or purchasing an extended warranty on any item;
- mean of a better standard, specification or quality than when new;
- include paying to replace or match undamaged parts or materials (some limited cover is available in 'Matching undamaged parts' see page 74).

## When items may be replaced to a better standard

### **Refrigerators, freezers, dishwashers, air conditioners, washing machines and dryers with less than a 3 star energy rating**

For these items when being replaced, 'new for old' means replacing with a new item of equal specification (but not brand) and if you agree, it means replacing with a minimum 3 star energy rating if this is available. It can be a different brand.

### **Obsolete electrical appliances**

For obsolete electrical appliances, such as outdated computers or TVs, 'new for old' means replacing or repairing to an equal specification (but not brand). If this is not available, it means to the nearest better specification available. It can be a different brand. We do not repair or replace, or pay for electrical or electronic items that were no longer able to be used for the purpose they were intended prior to the incident covered by your policy e.g. a TV that can no longer be watched).

## Contents items that cannot or will not be replaced 'new for old'

For these items (such as paintings, pictures and works of art), 'new for old' means that if the item cannot be replaced 'new for old' or repaired, we will pay you what it would have cost to buy the item immediately before the loss or damage occurred, up to the relevant limit in your policy. We may engage an expert to help determine this.

## Property claims

This section relates specifically to a claim made on the property policy and is in addition to the information in 'How we settle property claims' on pages 78 to 79.

### **When we authorise the repair or rebuilding of the property**

We may enter into any building contract with the selected repairer and/or supplier on your behalf.

### **Repairing or rebuilding damaged parts**

We will only repair or rebuild the parts where the damage is covered by your policy. Apart from the limited circumstances where we will repair or rebuild undamaged parts (see 'Matching undamaged parts' page 74) this policy does not cover you to replace undamaged parts, such as when:

- **one garage door is damaged**  
we will only replace or repair the damaged one, not other doors.

Continued on next page.

- **roof tiles are damaged**

we will only replace the damaged ones, not the undamaged tiles, even if the undamaged tiles are faded or have a different profile and do not match the new ones used for repairs.

- **roof sheeting is damaged**

we will only replace the damaged roof sheeting, not the undamaged roof sheeting, even if the closest match available to us is a different shade, colour, finish, material or profile to the undamaged roof sheeting.

- **an external wall is damaged**

we will replace the damaged parts of the wall, not undamaged areas of the wall or other sides of the property.

## When we cannot match materials or undamaged parts

If we cannot find new materials to match undamaged parts, we will offer to repair or rebuild using new materials of a similar type, standard and specification that are reasonably and commercially available in Australia and compliant with current building regulations.

It may not be the same brand, line or product.



If you are not satisfied with the materials we find, you have two further options before we commence the repair or rebuild:



You can pay the extra cost of replacing the undamaged part to achieve a uniform appearance with the materials we have found. See also 'Matching undamaged parts' on page 74.



We can pay you the assessed quote of repairing or rebuilding using materials that are the closest match available that has been quoted by one of our suppliers based on the materials we have found. The assessed quote may be less than what it will cost you to arrange the repairs or rebuild within the building market. We are able to secure supplier discounts from our supplier network.

## How we deal with defects, faults and poor workmanship

There are different ways we manage defects, faults and poor workmanship during the repair or rebuilding process:

- if the property has a defect, fault or poor workmanship (see section 3 'Things we don't cover' on page 35), it is not covered and we will not pay to fix it. This is the case whether you knew about the defect or fault (or not). For example, we would not fix structural posts, beams or load bearing walls that have been removed without taking into account structural engineering requirements.
- if a defect or fault (or poor workmanship) causes or contributes to loss or damage to the property, that resultant damage is not covered but only if you knew about the defect or fault or should have reasonably known about it (see 'Things we don't cover' page 35). For example, your roof has a fault (and you knew about the fault because you have been told about it by a tradesperson) and this allows rain to enter during a storm, we will not pay to fix the resultant water damage.
- if a member of our supplier network is unable to complete the repairs or rebuild damage covered by your policy (e.g. because a defect or fault or poor workmanship in any property component will not support the repairs) we will pay in accordance with 'How we settle property claims' on page 78 as if the property component did not have the defect or fault. This is the case whether you knew about the defect or fault (or not). For example, a defective load bearing wall will not support the repairs needed to the ceiling. We pay you the cost to repair the damage to the ceiling as if the property did not have the defective load bearing wall.

## Changes to the property

### If you want to change the design of the property

When repairing or rebuilding the property, if we agree, you can choose to change the design of the property or upgrade parts of it, provided that you pay all extra costs of doing this including all costs related to the construction and all professional fees (e.g. architect's fees). If you want to downsize the property for less cost than you are entitled to claim, we will not pay more than the assessed quote from a member of our supplier network to rebuild the downsized property (e.g. if your three bedroom property is damaged in a storm and has to be rebuilt, and you choose that you want to downsize to a smaller two bedroom property, the most we will pay is the assessed quote for our builder to rebuild the smaller two bedroom property).

### Choosing to rebuild on another site

If the property is to be rebuilt following an incident covered by your policy, you can choose to have the property rebuilt on another site providing you pay any extra costs involved.

## **Lifetime guarantee on property repairs**

When we repair or rebuild the property, we guarantee the quality of workmanship of that work for the lifetime of the property if we:

- authorise;
- arrange; and
- pay the builder or repairer directly for this work.

## **What we guarantee**

We guarantee the standard of the workmanship to be free of defects. If a defect arises in the lifetime of the property as a result of poor quality workmanship, then we will rectify the problem. It is a condition of our guarantee that we reserve the right to decide who will undertake the rectification work.

## **This guarantee does not apply:**

- to repairs you authorise or make yourself;
- to loss, damage or failure of any electrical or mechanical appliances or machines;
- to wear and tear consistent with normal gradual deterioration of your property;
- where we agree with a repair quote and we give you, payment for the cost of the repairs and you arrange the repairs.

## Contents claims

This section relates specifically to a claim made on your contents policy and is in addition to the information in 'How we settle contents claim' on page 79.

### Repairing or replacing damaged contents

We will only repair or replace contents that are lost or damaged when the loss or damage is covered by your policy. Apart from the limited circumstances where we will repair or replace undamaged contents (see 'Matching undamaged parts' on page 74) you cannot claim to replace undamaged contents (e.g. a lounge chair which is part of a suite is damaged beyond repair. We will pay to replace that chair, not the whole lounge suite).

### When we cannot match materials to undamaged parts

If we cannot find new materials to match undamaged parts, we will use new materials of a similar type, standard and specification that are reasonably and commercially available in Australia. It may not be the same brand line or product.



If you are not satisfied with the materials we find, you have two options before we commence the repair or replacement.



You can pay the extra cost of replacing undamaged parts to achieve a uniform appearance. See also 'Matching damaged parts' on page 74.



We can pay you the amount of the assessed quote of repairing or replacing using materials that are the closest match available as quoted by a member of our supplier network. The assessed quote may be less than what it will cost you to repair or replace the item. We are able to secure supplier discounts from our supplier network.

## Deductions from your property claim

If we pay the full property sum insured to you, we will deduct the following where applicable, from the amount we pay you:

- any unpaid excesses;
- any unpaid premium including any unpaid or remaining instalments for the period of insurance (if any);
- any input tax credit entitlement, refer to page 97.

## After we pay your claim

### Potential impact on cover and premiums

#### After a property claim

If we only pay part of the sum insured to you, your policy continues for the period of insurance.

If we pay the full sum insured to you, all cover under your policy stops on the day we pay or otherwise finalise your claim. There is no refund of premium.

Any claim you lodge may also result in additional excess(es) being applied to your policy at renewal.

#### After a contents claim

If we pay part of, or the full contents sum insured, the contents sum insured is automatically reinstated and cover continues for the period of insurance at no extra cost. You should reassess your contents sum insured.

Any claim you lodge may also result in additional excess(es) being applied to your policy at renewal.

### Salvaged property and contents items

If we replace or pay you the full sum insured for an item or the total cost to repair or rebuild the property, we then own the damaged or recovered item. We will need you to make the damaged or recovered item available to us.

## Our right to recover from those responsible

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss. "Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions. You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/affidavit;
- providing us with any documents required to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to **\$250** in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

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# 7

## How we settle claims – some examples

These are examples only of how a claim payment might be calculated and are not part of your policy. You should read them only as a guide. Every claim is considered on an individual basis because every claim is different. Please note:

- all amounts are shown in Australian dollars and are GST inclusive;
- all examples assume that the policy holder is not registered for GST; and
- the excess amounts are examples only may be different to the excess(es) under your policy. Refer to your certificate.

## How we settle your claim – examples

### Example 1: Total loss, removal of debris, other repair/rebuilding costs, loss of rent

You have insured your property for \$350,000 (shown on your certificate) and you have not insured the contents. There is a fire at your property and we determine that your property is a total loss. Your property was rented to a paying tenant at the time of the fire. In this example, a property excess of \$500 applies to your policy.

<b>What you are claiming</b>	<b>How much we pay</b>	<b>Additional information</b>
Building costs plus contents consisting of carpets, curtains and blinds	\$345,000	A member of our supplier network assesses the property as a total loss and the assessed quote is \$340,000. You choose to accept the offer and the builder proceeds with the rebuild. You are also covered up to the limit of \$5,000 under the additional cover 'Landlord furnishings' on page 73.
Removal of debris	\$15,000	Before rebuilding commences a member of our supplier network quotes \$15,000 to demolish and remove the damaged structure. Under the additional cover 'Removal of debris' we will pay the builder directly.
Architect's fee	\$12,000	It is necessary to engage an architect to design your replacement property. We pay \$12,000 directly to the architect.
Extra rebuilding costs	\$20,000	Your property is located in a cyclone risk area and prior to the loss your property did not comply with the relevant building code that came into effect after your property was built. Under the 'Other repair/rebuilding costs' additional cover we pay up to 10% of the property sum insured for the extra building costs necessary to make your new property is compliant with that building code. These extra rebuilding costs are \$20,000. We pay this directly to the builder.

What you are claiming	How much we pay	Additional information
Loss of rent	\$20,000	The property cannot to be lived in and your tenants decide to find alternative accommodation during the time it takes to rebuild your property. Under the additional cover 'Loss of rent following an insured event' you are covered up to the weekly rental amount for the time it should take to repair or rebuild the property so it can be lived in again for up to 52 weeks lost rent or up to 20% of the property sum insured of \$350,000. Our builder determines that the repairs should take 40 weeks to complete (\$500 weekly rental amount).
Less excess payable	-\$500	In this example, you choose to pay this amount directly to us.
<b>Total claim</b>	<b>\$411,500</b>	

## Example 2: Partial loss, Loss of rent, tenant default

Your property has a sum insured of \$260,000 (shown on your certificate). Your tenant signed a 12 month rental agreement on a fixed term basis where the weekly rental amount is \$350. Your tenant leaves the property without notice with 12 weeks left until the end of the rental agreement. That same tenant also deliberately put a hole in one of the walls of your property which costs \$800 to repair and left the property with rubbish inside and in a dirty state. You secure a new tenant for the property 10 weeks after the former tenant abandoned the property. In this example, your property excess is \$500.

What you are claiming	How much we pay	Additional information
Loss of rent	\$2,100	Under the additional cover 'Loss of rent – tenant default' we will pay for loss of rent if your tenant permanently leaves the property without giving you notice. The first 4 weeks of lost rent is not claimable. After the first 4 weeks we will pay loss of rent for up to a further 14 weeks or until the date of a new rental agreement (whichever happens first). As you secure a new tenant after 10 weeks we pay you for 6 weeks at \$350 per week.
Cleaning the property and removing rubbish left by tenant	\$0	This is not covered by your policy.
Less excess payable	\$0	No excess applies to the 'Loss of rent - tenant default' cover (but there is a four week wait period as explained above).
Damage to wall	\$0	As both your property excess of \$500 plus the malicious acts and vandalism by tenants or their guests excess of \$500 apply to the claim for damage to the wall, you decide to withdraw this claim.
<b>Total claim</b>	<b>\$2,100</b>	

### Example 3: Partial loss, landlord furnishings, loss of rent following an insured event

Your property has a sum insured of \$400,000. You have elected not to purchase contents cover. Your tenants weekly rental amount is \$450. During a severe storm your property partially loses its roof and rainwater damages the carpets in the lounge room. In this example, a property excess of \$500 applies to your policy.

What you are claiming	How much we pay	Additional information
Roof repairs	\$15,000	A member of our supplier network provides an assessed quote of \$15,000 to complete the repairs. You accept this offer and we pay \$15,000 directly to the builder.
Carpet restoration	\$1,500	Under the 'Landlord furnishings' additional cover your policy extends to cover of up to \$5,000 for your domestic furnishings, furniture and carpets whilst in the property if loss or damage occurs due to an insured event. A member of our supplier network is able to restore the carpets. We pay the carpet cleaners for the restoration of the carpet.
Loss of rent	\$900	Your tenant needs to move out while repairs are completed. Under the additional cover 'Loss of rent following an insured event' you are covered up to the weekly rental amount for the time it should take to repair or rebuild the property so it can be lived in again, for up to 52 weeks lost rent or up to 20% of the property sum insured of \$400,000. It takes two weeks to complete the work (\$450 weekly rental amount).
Less excess payable	-\$500	In this example, you pay your property excess to us before we finalise your claim.
<b>Total claim</b>	<b>\$16,900</b>	

### Example 4: Legal Liability

You have insured your property. Your tenant has made a claim against you for the amount of \$10,000 arising from injuries in a fall from tripping over a large crack running across the driveway of your property. It is determined that you are liable for this amount. A \$500 property excess applies to your policy.

<b>What you are claiming</b>	<b>How much we pay</b>	<b>Additional information</b>
An indemnity for your liability for personal injury to a third party	\$10,000	We pay this amount to the injured party.
Less excess payable	-\$500	In this example, you choose to pay this amount directly to us.
<b>Total claim</b>	<b>\$9,500</b>	

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# 8

## Important things to know – our contract with you

In this section, we set out more important information about your contract with us including:

- information about your premium;
- paying your premium and what happens when your premium is late;
- how your policy operates and responds where there are joint policyholders;
- how the GST affects this insurance;
- what happens with cancellations.

## About your premium

The amount you pay for this insurance is called the premium. The premium includes any applicable GST, stamp duty, other government charges and any levies that apply. The premium will be shown on your certificate as the total amount payable or as an instalment amount.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and your property and contents to calculate the premium.



Refer to the Landlord Insurance Additional Information Guide for further information

### Paying your premium

You must pay the premium by the due date to get this insurance cover. We will tell you how much to pay and when payment is due on your certificate.

If we agree, you can pay the premium by monthly instalments, or by half-yearly or quarterly payments.

If you ask to pay the premium by automatically debiting your account or card, we will continue doing so on renewal so that your policy can renew. You can contact us to stop this.

If you make changes to your policy details, it may affect the premium you need to pay for the remaining period of insurance.

### Late annual, half-yearly, quarterly payments

If you do not pay the premium due on renewal by the due date, you have no cover from the due date, unless we tell you otherwise. If your half-yearly or quarterly payment is overdue during the period of insurance, we can cancel your policy by giving you advance notice of the cancellation.

### Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue we will let you know, and we can cancel your policy:

- by giving you at least **14** days advance notice; or
- without advance notice, once an instalment is **1** month (or more) overdue.



## Joint policyholders

When you insure the property and/or contents in the names of more than one person, and all of those people are named insured on your certificate, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy. The reason for this is that these joint policyholders each have an interest or ownership in the property and/or contents.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before the purchase of this policy or during the period of insurance) as a statement, act, omission, request or direction by all policyholders. A policyholder means a named insured on your certificate.

There are, however, some exceptions to this.

During the period of insurance, we might ask all joint policyholders before we action a request or direction in relation to your policy (e.g. before we cancel your policy, reduce your cover or remove another policyholder). This way we can help protect the interests of all policyholders.

## Conduct of others

When we consider a claim under this policy, we will have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy. In doing this, we may meet the claim when we are not legally required to do so. If we do, we will limit the claim in relation to the person claiming to an amount which is fair in the circumstances.

## How the Goods and Services Tax (GST) affects this insurance

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

Our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled were you to have made a relevant acquisition.

In respect of your policy, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

# What happens with cancellations

## Cancellation by you

You can cancel this policy at any time. For each property and/or contents cover cancelled, you will be refunded the unexpired portion of the premium attributable to that property and contents cover (including GST if applicable) less any non-refundable government charges. We will not give a refund if the refund is less than **\$5** (GST inclusive). If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is due and payable.

## Cancellation by us

We can cancel your policy where the law allows us to do so. For each property and contents cover cancelled, you will be refunded the unexpired portion of the premium attributable to that property and contents cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund is less than **\$5** (GST inclusive).

If we cancel your policy due to fraud, we will not refund any money to you.

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# 9

## What to do if you have a complaint and other important information

We will always do our best to provide you the highest level of service but if you are not happy, here is what you can do. This section includes information on:

- how to contact us with a complaint;
- the General Insurance Code of Practice;
- reporting insurance fraud.

# How to contact us with a complaint

## Let us know

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

Contact us:

**By phone:** 13 50 50

**By email:** [customerservice@apia.com.au](mailto:customerservice@apia.com.au)

Complaints can usually be resolved on the spot or within **5** business days.

## Review by our Customer Relations Team

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

**By phone:** 1300 240 531

**By email:** [idr@apia.com.au](mailto:idr@apia.com.au)

**In writing:** Apia Customer Relations Team, PO Box 14180,  
Melbourne City Mail Centre, VIC, 8001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

## Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has the authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

**By phone:** 1800 931 678

**By email:** [info@afca.org.au](mailto:info@afca.org.au)

**In writing:** Australian Financial Complaints Authority,  
GPO Box 3, Melbourne, VIC, 3001

**By visiting:** [www.afca.org.au](http://www.afca.org.au)

# General Insurance Code of Practice

We support the General Insurance Code of Practice. You can get a copy of the code from the Insurance Council of Australia website ([insurancecouncil.com.au](http://insurancecouncil.com.au)) or by phoning (02) 9253 5100.

## Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policyholders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or property repair bills;
- staged vehicle or property incidents;
- false or inflated property or vehicle claims;
- property or vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: 1300 881 725. Let's work together to reduce the impact of insurance fraud on the community.

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# 10

## Words with special meanings

Some words in this policy have a special meaning. It is important to read this section because it can impact how your policy is interpreted.



If a word does not have a special meaning then it just has its ordinary meaning.

## **AAI Limited**

means AAI Limited ABN 48 005 297 807. AFSL No. 230859.

## **Actions or movements of the sea**

means:

- rises in the level of the ocean or sea;
- sea waves;
- high tides or king tides;
- any other actions or movements of the sea.

Actions or movements of the sea do not include a tsunami or storm surge.

## **Agent**

means someone who acts on your behalf to arrange and manage the rental of the property, including the collection of rent.

## **Apia**

means Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996.

## **Aquarium**

means a large glass tank filled with water in which people keep animals (usually fish) and unlike a fishbowl, is not readily portable.

## **Business activity**

means:

- any activity specifically undertaken for the purposes of earning an income;
- any activity registered as a business and which you are obliged by law to register for GST purposes.

It does not mean the tenancy of the property or unit.

## **Cannot be lived in**

means destroyed or made completely or partially unfit to live in. This might include if the utilities are not available or it is not safe to live in.

## **Cannot be re-leased**

means unable to be leased again.

## **Certificate**

means the latest certificate, including the insurance account, we have given you. It is an important document as it shows the covers you have chosen and other policy details.

## **Common property**

means land or any areas at the insured address that you, your tenants and other people are entitled to use such as community title, strata title scheme or flats which is not part of your lot unless it is secured and you and your tenants have exclusive access to under the regulations of your body corporate (includes storage areas, parking areas and garages shared by multiple units, walkways and stairways).



## **Communicable disease**

means:

- Highly Pathogenic Avian Influenza in Humans;
- any Listed Human Disease, Biosecurity Emergency or Human Biosecurity Emergency as defined in or declared under the Biosecurity Act 2015 (Cth).

A reference to the Biosecurity Act 2015 (Cth) includes any amendment, replacement, re-enactment or successor legislation. A reference to Listed Human Disease, Biosecurity Emergency or Human Biosecurity Emergency shall have the meaning found in any replacement definition, in any amendment, replacement, re-enactment or successor legislation, or where there is no replacement definition the term shall have the meaning of a term which is substantially similar in meaning as defined in or declared in any amendment, replacement, re-enactment or successor legislation.

## **Components (or property component)**

means a property element which is manufactured as an independent unit, that can be joined or blended with other elements to form a more complex item. e.g. the roof (sheeting or tile) is a component, the fire wall within the roof space is another component.

## **Computer**

means any electronic digital device that stores, retrieves and processes data and can be programmed with instructions. It includes devices such as PC, laptop, and electronic notebook. A computer is composed of hardware and software, including:

- CPU;
- monitor;
- processor;
- hard drive;
- keyboard and mouse.

## **Contents**

see 'What we cover as your contents' see page 23 and 'What we do not cover as your contents' on page 24.

## **Contents with fixed limits**

see page 25.

## **Drones**

means an unmanned aircraft that can be remote controlled or fly autonomously for recreational or photographic purposes.

## **e-bicycle**

means a bicycle with an integrated electric motor that can be used for propulsion with or without propulsion by pedals.

## **Environmental improvement**

means an alteration or addition to the property which is intended to contribute to the protection or conservation of the environment. These may include items such as solar panels, rainwater tanks or compost equipment.

**Excess**

see page 16.

**Fire (including bushfire)**

means burning with flames.

**Fixed term**

means the tenant agrees to rent a property for a fixed amount of time (e.g. **12** months). It does not include any arrangement under a holiday let or other short-term letting arrangement.

**Flood**

see page 41.

**Guest**

means any person invited onto the insured address by the tenant for social or entertainment purposes.

**Illegal drugs**

means drugs that are prohibited from manufacture, sale or possession in Australia including but not limited to methamphetamine.

**Illegal drug precursor**

means the starting materials for illegal drug manufacture.

**Incident**

means a single event, accident or occurrence which you did not intend or expect to happen. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

**Insured address**

see 'Where we cover - the insured address' page 22.

**Insured events**

means the insured events on pages 41 to 51.

**Landlord Insurance Additional Information Guide**

see page 3.

**Loss or damage**

means physical loss or physical damage unless stated otherwise in your policy.

**Malicious act**

means a single intentional and wilful act characterised by malice. It is not wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping or neglect.

**Open air**

means any area at the insured address not able to be enclosed on all sides and secured in such a way as to prevent access except by violent force.

**Period of insurance**

means when your policy starts to when it ends. It is shown on your certificate.

**Periodic**

means where a rental agreement for the insured address is continuing for an indefinite period.

## **Personal transportation vehicle**

means a battery driven or electric device that is a scooter, skateboard, e-bicycle, unicycle, hoverboard, one-wheel or segway used for personal transportation that is suitable to be ridden by one person and does not have to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws.

## **Policy**

means your insurance contract. It consists of this latest PDS, any SPDS we have given you and your latest certificate.

## **Property**

see 'What we cover as the property' and 'What we do not cover as your property' on pages 20 and 21.

## **Rental agreement**

means a current and valid written agreement for the insured address between you (or your agent) and your tenant:

- complies with the requirements specified in the relevant residential tenancy legislation (or its equivalent);
- is for a fixed term; and
- includes the following minimum requirements - a start and finish date, a minimum duration, the weekly rental amount, the bond that the tenant is required to pay and the notice to leave requirements.

A 'rental agreement' includes any periodic agreement which continues after the end of the fixed term of a rental agreement, on the same terms and conditions as that rental agreement.

'Rental agreement' does not include any short-term rental, holiday letting or house sharing arrangement (including any arrangement booked through an online booking platform).

## **Retaining wall**

means a wall, which is not part of the residential property, that holds back or prevents the movement of earth.

## **Same tenant**

means that at least one common person was usually residing at the insured address when the incidents giving rise to the claims occurred, unless stated otherwise in your policy.

## **Scope of works**

means a list of repair works needed to meet your claim and is usually required when major damage has occurred. It helps identify what repair or rebuilding work is necessary to resolve your claim in a safe and compliant manner.

## **Set**

means a number of things customarily used together or forming a complete assortment, outfit, or collection such as a set of dishes.

## **Storm**

means a single weather event being, a cyclone or severe atmospheric disturbance. It can be accompanied by strong winds, rain, lightning, hail, snow or dust.

**Storm surge**

means a rush of water onshore associated with a low pressure system and caused by strong winds pushing on the ocean's surface. Storm surge does not mean actions or movements of the sea.

**Strata title**

means any form of land title which allows for multiple individual titles to exist in or on a block of land where the common property is held under a single separate title.

**Sum insured**

see 'The most we will pay for the property' page 22 and 'The most we will pay for contents claims' page 25.

**Tenant**

means the person or persons who have been granted the right to occupy the insured address under a rental agreement and from whom you receive rental income. It also includes anyone else who normally lives at the insured address with the person or persons who pay rent under the rental agreement. It can also include your family members if they live at the insured address whether there is a formal rental agreement in place or not.

**Unit**

means a unit, villa, townhouse or apartment in a strata title development where your contents are kept. It does not include common property.

**Unoccupied and occupied and furnished enough to be lived in**

'furnished enough to be lived in' means the property or unit contains at least:

- a bed; and
- a clothes and linen storage area; and
- an eating table or bench; and
- a refrigerator and a cooking appliance.

occupied means:

- the property or unit is furnished enough to be lived in; and
- someone is eating, sleeping and living at the property or unit; and
- the property or unit is connected to utilities.

unoccupied means:

- the property or unit is not furnished enough to be lived in;
- no-one is eating, sleeping and living at the property or unit;
- the property or unit is not connected to utilities.

**Vermin**

means small animals (e.g. geckos) or insects that are typically thought of as pests. Vermin does not include a possum.

**We, our and us and Apia**

means Apia on behalf of the insurer AAI Limited.

## **Weekly rental amount**

means the:

- weekly rent payable under your rental agreement;
- amount a tenant would have paid immediately before the insured event, assessed by a suitably qualified person agreed to by us, if the insured address was not tenanted at the time loss or damage occurred,

less agent's commission and fees.

## **You/Your**

see 'Who we cover' page 22.

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This insurance is issued by AAI Limited  
ABN 48 005 297 807 AFSL No. 230859  
GPO Box 756, Melbourne, VIC, 3001

**How to contact Apia:**

By telephone: **13 50 50**

Via email: [customerservice@apia.com.au](mailto:customerservice@apia.com.au)

On the web: [apia.com.au](http://apia.com.au)

In writing: GPO Box 756, Melbourne, VIC, 3001

**13 50 50**  
[apia.com.au](http://apia.com.au)



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