

# Bankwest Landlord Insurance Secure™ Landlord Insurance

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**Product Disclosure Statement**

Issued by: AAI Limited ABN 48 005 297 807 AFSL 230859 trading as Vero Insurance

bankwest



Happy Banking

# Secure™ Landlord Insurance

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## Introduction

### Welcome to Vero Landlord Insurance

Vero Insurance ('Vero') can trace its origins back to 1833 in Australia. Since then we have successfully protected our customers' personal and business assets.

Vero aims to provide our customers with certainty and peace of mind, through innovative, specialised and expert insurance offerings.

#### Why is this document important?

This Product Disclosure Statement (PDS) is an important legal document that contains details of your Secure Landlord Insurance if you purchase this product from us. Before you decide to buy this product from us, please read this PDS carefully. If you purchase this product, your policy comprises of this PDS and your schedule which shows the details particular to you.

Any advice provided by this PDS is general only and does not take into account your particular objectives, financial situation or needs. Because of this you should, before acting on the advice, decide if it is right for you and consider the information contained in this PDS carefully.

The information in this PDS was current at the date of preparation. We may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by contacting us. We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a Supplementary Product Disclosure Statement (SPDS) or replacement PDS.

#### PED guide

Throughout this PDS you will be referred to a guide called: Premiums, Excesses, Discounts and Claim payments Guide, indicated as 'Refer to the PED guide for further information'. This guide will provide you with further information pertaining to the section that it is located in, and is available at [www.vero.com.au/PED](http://www.vero.com.au/PED). You can also obtain a copy of this guide on request, at no charge, if you contact us.

## About the insurer

AAI Limited ABN 48 005 297 807 AFSL 230859 trading as Vero Insurance, is the insurer and is the issuer of this PDS.

Bankwest is a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945 ('Bankwest'). This insurance policy is not a product of, nor guaranteed by, Bankwest.

## Cooling off period

After this insurance begins or you renew your policy for another period of insurance, you have **30** days to consider the information in your PDS. This is called the 'cooling off period'. If you wish, and provided you have not made a claim, you can cancel your insurance within **30** days from the day cover began or was renewed. We will then refund in full any money you have paid.

## Who is this product designed for

This product is designed to provide insurance cover for owners of investment properties that are tenanted. If your investment property is tenanted you may also choose to cover the landlord contents in your unit or property.

This product does not provide cover to any portion of your unit which is legally part of a strata title property.

## Your full and correct disclosure of facts

You must comply with the duty of disclosure when you apply for this insurance. We will ask you for information about your property, your landlord contents and yourself, which is used by us to consider your insurance application and calculate your premium. You must answer our questions honestly and tell us anything you or a reasonable person in the circumstances would include in their answer. Your answers apply to you and anyone else to be covered by the policy.

You have a duty of disclosure to tell us everything you know or should know, that is relevant to our decision to insure anyone under the policy, including you, and on what terms.

It includes matters we specifically ask about when you apply for a policy, or renew or alter your policy, and any other matters which might affect whether we insure you and on what terms.

The information you tell us can affect:

- the amount of your premium;
- if we will insure you;
- if special conditions will apply to your policy.

You do not need to tell us of anything which:

- reduces the chances of you making a claim; **or**
- we should know about because of the business we are in; **or**
- we tell you we do not want to know.

If you are unsure it is better to tell us. If you do not tell us something which you know or should know is relevant, we might reduce a claim, refuse to pay a claim, cancel your policy or, if fraud is involved we can treat the policy as if it had never existed.

## Exclusion for new business policies

We do not insure you for bushfire, storm, flood or tsunami in the first **72** hours of the start of your policy.

Very limited exceptions apply. For full details see 'General exclusions' on page 53.

## More than one named insured

If there is more than one named insured on your schedule, we will treat a statement, act, omission, claim or request to alter or cancel your policy made by one as coming from all those named as insured on your schedule.

## Some words in your policy have special meanings

Some words when used in this PDS have special meanings. Most of the words with special meanings are defined in 'Words with special meanings' section on pages 76 to 79.

# Summary of insured events

This summary lists the insured events that we cover with an example of what we do not cover in relation to that insured event. This is a summary only and there are other things we do not cover. For full details of what we cover and do not cover you for, read your schedule and the full PDS carefully, including pages 20 to 32 and in 'General exclusions' on pages 52 to 57 of this PDS.

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## Flood

But we do not cover loss or damage to retaining walls, sea walls, garden borders and free standing outdoor walls.

**More details page 20**

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## Storm

But we do not cover the cost of cleaning mud or clearing debris out of tanks, swimming pools or spas, including replacing or storing the water.

**More details page 22**

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## Lightning

But we do not cover loss or damage caused by power failures or surges by your power provider.

**More details page 23**

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## Fire

But we do not cover loss or damage to your property or landlord contents from arcing, scorching or cigarette burns unless a fire spreads from the initial burn spot.

**More details page 23**

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## Earthquake and Tsunami

But we do not cover loss or damage that occurs more than **72** hours after the earthquake or tsunami.

**More details page 24**

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## Theft or burglary

But not loss or damage by someone who entered the insured address from common property, (e.g. shared clothes line) without signs of forced entry.

**More details page 25**

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## Accidental breakage of glass

But we do not cover any costs if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches).

**More details page 26**

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## Escape of liquid

But we do not cover wear and tear, or loss or damage caused by the escape of liquid occurring as a result of a gradual process of bursting, leaking, splashing, dripping or overflowing over a period of time when you could reasonably be expected to be aware of this condition.

**More details page 28**

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## Impact

But we do not cover the cost of removing or lopping fallen trees or branches that have not damaged the property or landlord contents.

**More details page 30**

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## Damage by an animal

But we do not cover loss or damage caused by insects, vermin or rodents (some limited exceptions apply).

**More details page 31**

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## Explosion

But we do not cover the cost of repairing or replacing the tank or container that exploded.

**More details page 31**

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## Riot, civil commotion or public disturbance

**More details page 32**

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## Malicious acts and vandalism

But we do not cover loss or damage caused by accidental or unintended damage.

**More details page 32**

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## Summary of important claims information

This summary lists some of the important information to consider when making a claim. This is a summary only and there are other things you should be aware of when making a claim. For more details see pages 58 to 73.

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### Making a claim

It is important that you contact us as soon as possible after the loss or damage has occurred. You must also take reasonable steps to prevent further loss or damage.

**More details page 58**

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### Establishing your loss

You will need to prove that an incident covered by your policy has occurred and also the extent of the loss you have suffered.

**More details page 60**

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### Proof of ownership

We may ask for proof of ownership in the event of a claim.

**More details page 61**

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### Excess

An excess is the amount you ordinarily have to pay for each incident when you make a claim. The excess(es) that apply depend upon the circumstances of the claim.

**More details page 61**

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### How claims are settled

Depending on the circumstances we will decide to repair, replace, rebuild or pay you what it would cost us to repair, replace or rebuild.

Some items, for example paintings, cannot be replaced on a 'new for old' basis and we explain how we will settle claims for such items in this PDS.

**More details page 62**

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## About your sum insured

### What is a sum insured?

The sum insured is the most you can claim for any one incident unless stated otherwise in this PDS. The amount is shown on the schedule or in this PDS and includes GST.

### Make sure your sum insured is adequate

Underinsurance can expose you to serious financial loss if a claim occurs. It is your responsibility to make sure your property and landlord contents are insured for their full 'new for old' replacement value.

### Review your sum insured regularly

You need to ensure your sums insured are accurate when you first insure your property and landlord contents and each time you renew your policy. To ensure your sum insured is adequate it is important to review it regularly, being mindful of items purchased recently, and ask us to change the sum insured when required.

If you upgrade the size and standard of your property, it may increase the cost to rebuild your property. Your sum insured will need to reflect these types of changes.

### If you over-insure

We will not pay more than it costs us to rebuild, repair or replace your property or landlord contents.

We will not refund any premium overpaid for over-insuring.

### Inflation protection

Vero automatically adjusts the property and general contents sum insured on your schedule at the end of each period of insurance to account for inflationary trends.

## About your premium

The premium is the amount you pay us for this insurance and it includes stamp duty, GST, other government charges and any fire services levy that applies. The total amount payable will be shown on your schedule or, if you pay by instalments, the amount due each month will be shown on your schedule as 'your monthly instalment'.

In addition to your sum insured, we use many factors about you and your property and landlord contents to work out your premium. These are called premium factors. The premium factors we use reflect the likelihood of you making a claim together with other factors related to our cost of doing business.

Each time you renew your insurance your premium is likely to change, even if your personal circumstances have not changed. This is because premiums are affected by other things such as our expenses of doing business and changes in our approach to how we calculate your premium.

Your premium includes any discounts you qualify for and these are usually applied before we add applicable government charges.

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Refer to our PED guide for further information

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## Paying your premium

We will tell you how much you have to pay and how much time you have for payment on your schedule. You must pay the premium by the due date to get this insurance cover. You can pay in one annual payment or if we agree, by instalments.

Unless we tell you, any payment reminder we send you does not change the expiry or due date. If you do not pay the full amount, we may reduce the period of insurance so it is in line with the amount you paid.

If you make a change to your policy details it may affect your premium that you need to pay for the remainder of your period of insurance.

If a refund of **\$10** or more is payable, we will send you a cheque or credit your payment card account.

### Late annual payments

If you do not pay your premium by the due date in the first year of insurance with us, we will give you a written notice of policy cancellation where we are required by law to do so.

If you do not pay the premium amount due on renewal by the due date, you will have no cover from the due date.

If we accept your late payment, we might recommence your cover from the date we receive your payment. If so, you will have no cover for the period from the due date until the date of payment.

### Overdue instalments

If you pay your premium by instalments and your instalment is overdue, we can do one or both of the following:

- refuse to pay a claim if an instalment is **14** days (or more) overdue;
- cancel your policy without notifying you in advance if an instalment is **1** month (or more) overdue.

### Important things to remember when paying by instalments

If we have agreed you can pay your premium by instalments:

- you must be an authorised signatory on the account nominated for your instalment payments;
- you must ensure that your nominated account has sufficient funds to meet each payment at each due date.

Your financial institution may apply its own fees (including dishonour fees). Those fees are your responsibility.

When you first commence paying by instalments, or when you change your account details, it may take up to **14** days for us to take the first instalment payment.

If you want to ask us to change or cancel your instalment payment arrangements, you need to contact us at least **7** days before the next instalment is due.

If you want to cancel the instalment payment arrangements completely, you will need to contact us and make alternative arrangements for payment of the total amount due for the rest of the period of insurance. If you do not, you may not be covered.

If you ever think we have made a mistake in relation to a instalment payment, please contact us.

# Your responsibilities

## You must:

- keep your property or unit and any landlord contents well maintained and in good condition. For what we mean by 'good condition' see 'Words with Special Meanings' on page 77;
- take reasonable care to prevent theft, loss, damage or legal liability;
- follow all the terms and responsibilities set out in your policy;
- provide honest and complete information for any claim, statement or document supplied to us;
- ensure that your property complies with local government or other statutory requirements at all times.

## Not meeting your responsibilities

If you do not meet your responsibilities, it may lead us to do one or both of the following:

- reduce or refuse to pay your claim;
- cancel your insurance policy.

## When the property or unit will be unoccupied for more than 60 days

We will apply the unoccupied excess to each incident covered by your policy unless this policy states that no excess applies to your claim if, at the time of the incident, the property or unit has been unoccupied for more than **60** continuous days.

A period of unoccupancy starts when the property or unit becomes unoccupied and comes to an end when you, or someone nominated by you, has occupied the property or unit for a least **2** consecutive nights. You may be asked to prove the occupancy of the property or unit in the event of a claim. This may be supported by the usage of the utilities that are connected to the property or unit. Sometimes we might ask for other evidence of occupancy. We will decide if the unoccupied excess applies in this circumstance.

If you have to pay an unoccupied excess it is payable in addition to any other excess that applies to your claim. For more details about the unoccupied excess, see page 62.

# When you need to contact us

## You must contact us when:

- you or your agent become aware your tenant starts to operate or intends to operate a business activity at the insured address;
- you or your agent become aware of changes to any business activity operated at the insured address, such as;
  - the type of business activity changes;
  - people start to come to the insured address;
  - business signage is installed;
  - storage of chemicals for the business activity occurs.
- any detail on your schedule is no longer accurate, such as the risk or insured details;
- you intend to demolish your property, have lodged an application to do this, or a government authority has issued a demolition order;
- the insured address ceases to be tenanted;
- trespassers (squatters) occupy the insured address;
- you commence building or renovations at the insured address;
- anything else happens that increases the chance that loss, damage or injury will occur at the insured address;
- the rental agreement changes to a term less than **6** months.

## What we will do when you contact us

When you contact us and tell us about these changes, we may decide to impose an additional excess, charge an additional premium or apply a special condition to your policy. In some cases, it could mean we can no longer insure you and we will cancel your policy.

## About your cover

### Who we cover – You/Your

You/your refers to the person or persons named as the insured on your schedule.

If the insured shown on your schedule 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 landlord contents at the insured address. The insured address is the address/location shown on your schedule. It also includes all land adjoining the insured address that you have a legal right to occupy, if the adjoining land 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 feature 'Contents on common property' applies.

### What we cover – your property

Your property means the residential building that you own or are responsible for and used by tenants primarily for domestic purposes and including the following at the insured address:

- garages, carports, outbuildings, outdoor walls, gates, fences (limit applies) and any structural improvements on land;
- decks, pergolas, pagodas, verandas and balconies, fixed water tanks, fixed swimming pools and spas, granny flats, sheds, tennis courts;
- garden borders, pathways and paved or concreted floor areas;
- driveways or sealed roads (limits apply);
- retaining walls which are located within the boundaries of the insured address;
- services, both above and below ground that you own and you are responsible for;

- any permanently housed, connected or wired electrical appliances;
- any permanently fixed outdoor items, including solar panels, satellite dish, play equipment, clothes lines, animal housing and outdoor lights;
- gas appliances permanently plumbed to a gas supply;
- any 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;
- 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 uninstalled building fittings, fixtures and materials (limits apply) **but only** when kept in a locked and secured building at the insured address.

### What we do not cover as – your property

Property does not include:

- anything defined as landlord contents (unless covered under additional feature 'Landlord furnishings');
- any new building in the course of construction;
- 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, lawn, artificial grass, gravel, pebbles, rocks and granular rubber, used or applied chemicals, fertilisers or pesticides;
- plants, trees and shrubs or hedges in the ground (unless covered under additional feature 'Damage to gardens and plants');
- a hotel, motel, boarding or guest house.



## The most we will pay for property claims

If we accept your claim, the most we will pay for loss or damage to your property is the sum insured shown on your schedule, unless a limit in the table below or a different limit elsewhere in your policy applies. The limits shown in the table below cannot be increased.

<b>Fixed limits apply to:</b>	<b>Limits for any one insured incident</b>
Uninstalled building fittings, fixtures and materials (e.g. tiles stored in the shed or an oven that is not yet installed).	Up to <b>\$500</b> in total
Fencing	Up to <b>2</b> kilometres
Driveway and sealed roads	Up to <b>500</b> metres
Additional features	The amount or limit shown for that additional feature (see pages 33 to 37)
Additional covers	The amount or limit shown for the additional cover (see pages 38 to 43)

## What we cover – landlord contents

Your landlord 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:

- 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, VCR and DVD players 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 portable spas and their accessories.

### If landlord contents are insured in a unit

Landlord contents also includes the fittings in or on a unit if the fittings are not legally part of the building according to the relevant state law. The fittings included are limited by law, and depending on the location of your unit could be:

- lino installed in the unit, whether permanently attached or not;
- floating wooden floors;
- air conditioners and 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.

# What we do not cover as – landlord contents

Landlord contents does not include:

- personal effects and valuables designed to be worn or carried by a person such as:
  - footwear, baggage, handbags, wallets, furs;
  - jewellery, watches, clothing;
- valuable items such as:
  - cash, money, coins, phone cards and any document able to be cashed;
  - 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 and firearms);
- portable battery operated appliances such as: tablets, 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 76) 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, hedges;
- fixed swimming pools or spas and their accessories;
- water in tanks, swimming pools, spas or any other water container;
- animals, including fish, reptiles, pets and livestock;
- business equipment;
- unfixd home building materials and uninstalled home fittings;

- loose or compacted soil, earth, gravel, pebbles, rocks or granular rubber (e.g. sand on tennis courts or gravel driveways);
- motor vehicles, motor cycles, mini-motor cycles or motorised bicycles, watercraft, aircraft, 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;
- contents in storage at the insured address which are not for the tenant's use.

## The most we will pay for landlord contents claims

If we accept your claim the most we will pay for the loss or damage to all landlord contents in an incident is the general contents sum insured.

There are also limits that apply to individual content items or types of items. These limits are set out in the table below in 'Landlord contents with fixed limits'.

### Landlord contents with fixed limits

The following table lists landlord contents that have fixed limits that cannot be changed and these limits are the most we will pay for those landlord contents items.

Item	Limit
Paintings, pictures, works of art, antiques, sculptures, ornaments and art objects	<b>\$10,000</b> for each item or set but not more than a total of <b>\$50,000</b> per claim
Carpets or rugs that are hand woven	<b>\$2,000</b> per carpet or rug per claim
Contents in the open air	Limited to <b>25%</b> of the general contents sum insured per claim

## GST

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

# What you are covered for – Insured events

If you have a property insurance policy, we cover your property for loss or damage at the insured address caused by an insured event during the period of insurance.

If you have a landlord contents insurance policy, we cover your landlord contents for loss or damage at the insured address caused by an insured event during the period of insurance.

There are some things we do not cover and these are shown in the 'What we do not cover' section of the following tables on pages 21 to 32 and in the 'General exclusions' on pages 52 to 57.

## Flood

### What we cover

Loss or damage caused by flood.

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

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

### What we do not cover

- loss or damage caused by actions or movements of the sea or storm surge;
- loss or damage to retaining walls, sea walls, garden borders and free standing outdoor walls;
- resultant cracking to paths, driveways, any outdoor surfaces, **but we will cover** them if they are washed away by the flood;
- loss or damage to a sporting surface or court;
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by flood;
- the cost of cleaning mud or debris out of tanks swimming pools or spas, including replacing or storing the water;
- damage to paintwork of your property, if that is the only building damage caused by the flood;
- loss or damage to swimming pools or underground tanks caused by water leaking down the sides, against the sides or getting underneath them;
- loss or damage to gates, fences or wall fences that were in a state of disrepair which would have been obvious to a reasonable person before the 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 that occurs within **72** hours of, and directly because of, flood and not because of erosion over time, structural fault or design fault;
- the cost of cleaning your property or landlord contents at the insured address.

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## Storm

### What we cover

Loss or damage caused by a storm.

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### What we do not cover

- loss or damage caused by actions or movements of the sea or by storm surge, **but we will cover** loss or damage caused by storm surge if it occurs at the same time as damage caused by storm;
  - 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 that occurs within **72** hours of, and directly because of, a storm and not because of erosion over time, structural fault or design fault;
  - loss or damage to retaining walls, sea walls, garden borders and free standing outdoor walls;
  - resultant cracking to paths, driveways, any outdoor surfaces, **but we will cover** them if they are washed away by the storm;
  - loss or damage to a sporting surface or court;
  - loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm;
  - the cost of cleaning mud or clearing debris out of tanks, swimming pools or spas, including replacing or storing the water;
  - loss or damage to swimming pools, spas or underground tanks caused by water leaking down the sides, against the sides or getting underneath them;
  - damage to paintwork of your property, if that is the only building damage caused by the storm;
  - loss or damage to gates, fences or wall fences that were in a state of disrepair which would have been obvious to a reasonable person before the loss or damage occurred;
  - the cost of cleaning your property or landlord contents at the insured address.
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## Lightning

### What we cover

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

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### What we do not 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 saying lightning was the actual cause of the loss or damage;
  - loss or damage caused by power failures or surges by your power provider.
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## Fire

### What we cover

Loss or damage caused by fire (burning with flames).

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### What we do not cover

Loss or damage arising from:

- heat, ash, soot and smoke when your property or landlord contents has not caught on fire **unless** it is caused by a burning building within **10** metres of the insured address;
  - arcing, scorching or cigarette burns **unless** a fire spreads from the initial burn spot;
  - pollution or vapour from a home heater or a cooking appliance **unless** a fire spreads from the initial source.
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## Earthquake and Tsunami

### What we cover

Loss or damage caused by an earthquake or tsunami.

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### What we do not cover

- loss or damage caused by actions or movements of the sea or storm surge.  
**Note:** 'Tsunami' is not an action or movement of the sea, see page 76.
  - 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** damage caused by a landslide or subsidence that occurs within **72** hours of, and directly because of, an earthquake or tsunami and not because of erosion over time, structural fault or design fault.
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## Theft or burglary

### What we cover

Loss or damage caused by thieves or burglars including theft by a tenant or by someone who is at the insured address with your consent or the consent of the tenant.

**Note:** an additional excess may apply. For more details about this additional excess, see page 61.

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### What we do not cover

Loss or damage:

- caused by thieves or burglars entering the insured address from common property, shared clothes line areas, garages, storage areas or a car parking lot at the insured address without signs of forced entry, **but we will** cover theft without forced entry from a fully enclosed garage which is restricted for your tenant's use only;
  - if a claim has already been paid in the same rental agreement period for:
    - theft;
    - attempted theft;
    - vandalism;
    - malicious damage.
-

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## Accidental breakage of glass

### What we cover

#### When you have property cover

Accidental breakage of:

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

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

#### When you have landlord contents cover

Accidental breakage of:

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

### Replacing glass

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

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### What we do not cover

#### When you have property cover:

- any accidental breakage which has occurred while the items are outside your property unless stated otherwise;
- glass in a glasshouse, greenhouse or conservatory;
- ceramic tiles;
- shower bases (tiled or otherwise);
- the cost to modify any part of your property to fit the replacement cooking or heating appliance if the dimensions differ;
- the cost to remove broken glass from carpets or other parts of your property;
- any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches).

#### When you have landlord contents cover:

- 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 your property or landlord contents;
  - any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches).
-

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## Escape of liquid

### What 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, roof gutters or guttering and rainwater downpipes, drainage and sewage systems;
- fixed tanks;
- swimming pools or spas;
- waterbeds;
- baths, sinks, toilets and basins;
- fixed heating or cooling system;
- water main, fire hydrant or water supply pipe;
- 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 landlord contents caused by our 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 39.

If we pay for damage or exploratory costs under this insured event, we will also pay up to **\$1,500** extra to match or complement undamaged materials in the same room, hallway, stairs or passageway where the damage occurred. See pages 67 to 69.

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### What we do not cover

- wear and tear, or loss or damage by the escape of liquid occurring as a result of a gradual process of leaking, splashing, dripping or overflowing over a period of time when you could reasonably be expected to be aware of this condition;
  - the cost of repairing or replacing the item from which the liquid escaped;
  - fixing leaks that have not caused permanent damage to your property;
  - leaks from agricultural pipes;
  - loss or damage caused by liquid from a portable container, such as plant pot, vase, terrarium, fish bowl, beverage container, saucepan, bucket or watering can;
  - loss or damage caused by liquid from a watering system or hose;
  - loss or damage to retaining walls;
  - loss or damage to, or caused by, a leaking shower floor or base, shower cubicle walls, shower glass screening or doors;
  - 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 cubical wall, floor or base);
  - loss or damage caused by wear, tear, rust, fading, rising damp, mould, mildew, corrosion, rot;
  - loss or damage caused by storm surge.
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## Impact

### What we cover

Loss or damage 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;
- watercraft, aircraft, motor vehicles or trailers;
- an object falling from a motor vehicle or aircraft;
- space debris or meteorites.

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### What we do not cover

- loss or damage to driveways, paths, paving or underground services caused by a road vehicle, crane or earthmoving equipment;
  - any portion of a fence or wall that is not owned by you;
  - the cost of removing or lopping fallen trees or branches that have not damaged your property or landlord 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.
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## Damage by an animal

### What we cover

Loss or damage caused by an animal.

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### What we do not cover

Loss or damage caused by:

- any animal owned by or in the custody of you, your tenant, or someone who is at the insured address with your consent or the consent of the tenant;
- insects, vermin or rodents, **but we will cover** damage they cause if it is covered under the following insured events:
  - 'Fire' (see page 23);
  - 'Escape of liquid' (see page 28).
- animals pecking, biting, clawing, scratching, tearing or chewing your property or landlord contents, or damage caused by their urine or excrement. **But we will cover** damage caused by an animal (except insects, vermin or rodents) which becomes accidentally trapped inside the insured address and which does not belong to you or anyone living at the insured address.

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## Explosion

### What we cover

Loss or damage caused by an explosion.

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### What we do not cover

- the cost of repairing or replacing the tank or container that exploded;
  - loss or damage caused by nuclear or biological devices;
  - 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 that occurs within **72** hours of, and directly because of, an explosion and not because of erosion over time, structural fault or design fault.
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## Riot, civil commotion or public disturbance

### What 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.

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### What we do not cover

This box has been left blank intentionally.

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## Malicious acts and vandalism

### What we cover

Loss or damage caused by malicious acts or vandalism including malicious acts or vandalism by a tenant or by someone who is at the insured address with your consent or the consent of your tenant.

**Note:** an additional excess may apply. For more details about this additional excess, see page 61.

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### What we do not cover

- accidental or unintended loss or damage;
  - the cost of cleaning, repairing or restoring your property or landlord contents caused by neglect, or untidy, unclean or unhygienic habits of the tenant or their guests, such as the cost of cleaning or repairing:
    - liquid or food stains;
    - drawing or paintings 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 a claim has already been paid in the same rental agreement period for:
    - theft;
    - attempted theft;
    - vandalism;
    - malicious damage.
- 

Refer to our PED guide for further information

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## Additional features

If we accept your claim for loss or damage due to an insured event, we will also provide the following additional features. The additional features and their limits are paid in addition to the sum insured for your property and landlord contents. There are some things we do not cover under these additional features and these are shown in the 'What we do not cover' section of the following tables on pages 33 to 37 and in the 'General exclusions' on pages 52 to 57.

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### Removal of debris

#### What we cover

#### When you have property cover

The reasonable and necessary costs of:

- demolishing and removing the damaged parts of your property from the insured address;
- removing debris when required in order to repair your property.

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

#### When you have landlord contents cover

The reasonable and necessary costs to dispose of the damaged landlord contents.

The most we will pay for any one event is **10%** of the general contents sum insured.

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### What we do not cover

#### When you have property cover

The cost of:

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

#### When you have landlord contents cover

- Disposal or storage of or removal of anything that is not defined as landlord contents.
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## Other repair/rebuilding costs

### What we cover

When we are rebuilding or repairing damaged parts of your 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 parts of your property comply with the current building regulations and laws.

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

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### What we do not cover

The cost of:

- removing tree stumps and roots still in the ground;
  - removing or lopping fallen trees or fallen branches that have not damaged your property;
  - upgrading undamaged parts of your property to comply with the current building regulations and laws;
  - making your property comply with building regulations and laws that existed but were not complied with when your property was originally built or altered.
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## Damage to gardens and plants

### What we cover

If we accept a claim for loss or damage to your property we will also cover loss or damage to trees, shrubs, plants, hedges or garden beds caused by the same insured event at the insured address.

We will pay the cost of replacing the tree, shrub, plant, hedge or garden bed with one that we consider is reasonably similar to the one lost or damaged.

We will pay up to **\$300** per tree, shrub, plant, hedge or garden bed up to a maximum of **\$1,500** for any one event.

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### What we do not cover

Loss or damage:

- to lawns, grass or pot plants;
  - caused by the following insured events:
    - 'Storm' (see page 22);
    - 'Flood' (see page 20);
    - 'Escape of liquid' (see page 28).
- 

## Landlord contents on common property

### What we cover

If you insure your landlord contents in a unit that you own under this policy, we will cover your landlord contents permanently fixed on or to common property of the residential complex on the same basis as if they were at the insured address.

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

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### What we do not cover

Loss or damage:

- for which your body corporate is liable;
  - to any item not owned solely by you.
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## Storage of undamaged landlord contents

### What we cover

If you make a claim for loss or damage to your landlord contents, due to an insured event and we agree that the undamaged landlord contents cannot be kept at the insured address, we will also pay the reasonable cost to store the undamaged landlord contents until the landlord contents can be kept at the insured address.

The most we will pay for the storage of undamaged landlord contents is **5%** of the general contents sum insured.

We will pay for any loss or damage to the undamaged landlord contents caused by an insured event while they are at the place of storage **but only** up to the general contents sum insured shown on your schedule (less any amount paid for loss or damage to the landlord contents as part of the original claim). This cover stops when your policy is cancelled or lapses. All the conditions, limits and exclusions of this policy apply to this cover.

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### What we do not cover

- storage costs once we decide the landlord contents could be returned to the insured address;
  - storage of landlord contents outside of Australia;
  - loss or damage that is excluded by this policy.
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## Environmental improvements

### What we cover

We provide cover for the 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 applies:

- we have accepted a claim for an insured event that has caused loss or damage worth more than **80%** of your property sum insured; **and**
- your property does not already have the relevant environmental equipment; **and**
- we are authorising or arranging the repairs to your property; **and**
- you have sought our agreement prior to purchasing or installing the relevant environmental equipment.

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

\*Net cost is the amount you spend 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.

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### What we do not cover

- any amount covered under 'Other repair/rebuilding costs' to comply with the latest building regulations.
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Refer to our PED guide for further information

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## Additional covers

We also provide the cover set out under the following additional covers. A claim under an additional cover can be made independently of a claim for loss or damage to your property or landlord contents.

The cover provided is shown in the 'What we cover' section of the following tables on pages 38 to 43. In all cases the incident that causes the loss or damage must happen in the period of insurance.

There are some things we do not cover and this is shown in the 'What we do not cover' section of the following tables on pages 39 to 43 and in the 'General exclusions' on pages 52 to 57.

All of the conditions of this policy apply to additional covers unless the cover says otherwise.

### Motor burnout

#### What 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;
- landlord contents if you have landlord contents cover;

and are less than **10** years old.

Cover includes the reasonable 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.

If an electric motor or motor in an appliance cannot be repaired or replaced, we will pay the replacement cost of an equivalent motor or motor in a sealed unit of the same specification and standard available today. We will not pay for the replacement of the whole appliance.

#### What we do not cover

- 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 used in conjunction with your trade, business activity or occupation;
- loss or damage to a refrigerator or freezer caused by food spoilage.

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

#### What we cover

If you have property cover we will pay the cost to locate the source of liquid escaping or overflowing at the insured address and to repair and restore the damage to your property caused by our exploratory work if the leak first happens during the period of insurance.

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

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

#### What we do not cover

This box has been left blank intentionally

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## Lock replacement

### What we cover

If you have property or landlord contents cover we will cover the cost of rekeying or replacing (whichever is the lesser) locks and cylinders on external doors and windows of the insured address if your tenant:

- leaves the insured address before the end of the rental period stated in the rental agreement without giving you or your agent the notice required by the rental agreement; **or**
  - is legally evicted from the insured address;
- and the tenant has not returned the keys to you or your agent.

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

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

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### What we do not cover

- anything that the tenant is liable for under the rental agreement.
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## Landlord furnishings

### What we cover

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

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

### Important note:

This feature does not apply if you have landlord contents cover at the same insured address.

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### What we do not cover

- accidental loss or damage of any kind;
  - undamaged carpets or internal window furnishings that are not in the room or rooms in which the loss or damage occurred;
  - loss or damage that is not covered by the insured event;
  - loss or damage that would be excluded pursuant to the policy terms, conditions or general exclusions.
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## Prevention of access

### What we cover

If you have property or landlord contents cover we will pay loss of rent due under a rental agreement if we agree your tenant does not have access to the insured address due to one of the following incidents:

- damage to a building, the strata title property in which the unit is located, 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.

The most we will pay is up to **12** weeks loss of rent per any one incident. Cover stops when the insured address becomes accessible.

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### What we do not cover

There is no cover for this event if the insured address was not occupied by a tenant paying rent at the time the insured address became inaccessible, **but we will** provide cover if but for an incident listed above the insured address would have been rented during the time that access was prevented and you give us evidence of this.

We do not provide cover if access to the insured address is prevented because the property or unit is damaged, or is also damaged.

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## Physical injury or incident

### What we cover

When you have property or landlord contents cover we cover damage to and/or soiling of your:

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

as a result of:

- physical assaults or death whether natural, suicide or murder;
- forensic or police investigations into the above.

Also included are the costs of:

- specialist forensic and other cleaning services;
- removal of bio-hazard materials.

The most we will pay for any one incident is **\$15,000**.

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### What we do not cover

- damage or soiling caused by incidents which are not the result of physical assaults or death;
  - odour removal.
- 

Refer to our PED guide for further information

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# Optional covers

You can ask us to add one or more of the following optional covers to your policy for an extra premium. If you choose and pay for an optional cover, that option will be shown on your schedule and the cover provided is as shown in the 'What we cover' section of the following tables on pages 44 and 48. Optional covers may have their own excess.

There are some things we do not cover and this is shown in the 'What we do not cover' section of the following tables on pages 45 to 48 and in the 'General exclusions' on pages 52 to 57. All of the conditions of this policy apply to optional covers unless the cover says otherwise.

## Loss of rent – Insured event

### What we cover

#### When you have property cover

If we accept your claim for loss or damage to your property due to an insured event occurring during the period of insurance and we agree it cannot be lived in, we will pay the weekly rental amount for the reasonable amount of time we decide it should take to repair or rebuild the property so it can be lived in again.

#### When you have landlord contents cover

If we accept your claim for loss or damage to your landlord contents due to an insured event occurring during the period of insurance and we agree the insured address cannot be lived in, we will pay the weekly rental amount for the reasonable amount of time we decide it should take to repair or rebuild the property or unit so it can be lived in again.

### All cover types

If the damage to your property and/or landlord contents that results in the loss of rent has been caused by a malicious act and/or theft by:

- your tenant;
- someone who is at the insured address with your consent or the consent of your tenant;

then we apply an additional excess of **\$500**.

The longest period we will pay for any one event is **52** weeks.

### What we do not cover

Loss of rent:

- If you do not intend to repair or replace your property, the unit or your landlord contents;
- 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;
- if the insured address was not occupied by a paying tenant at the time of the loss or damage, **but we will pay** rent for the time it would have been rented during the time taken to repair, replace or rebuild your property or landlord contents and you give us evidence of this;
- once the insured address is able to be lived in again;
- if the tenant still has an obligation to pay the rent.

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## Loss of rent – Tenant default

There is **no** cover provided under this optional cover for the first **4** weeks of lost rent under the rental agreement **except** when your claim relates to the death of a sole tenant. A basic excess does not apply to this option.

### What we cover

#### Loss of rent:

We will pay loss of rent:

- if your tenant stops paying the full amount of rent to you during the term of your rental agreement and during the period of insurance **but does not** leave. We will pay the weekly rental amount, less what they do pay, until the earlier of:
    - a further **12** weeks; **or**
    - full payment of rent recommences.
  - if your tenant permanently leaves during the period of insurance without giving you written or verbal notice as required under your rental agreement. We will pay the weekly rental amount for up to a further **12** weeks or until you secure a new tenant, whichever happens first;
  - if your tenant at the insured address is a sole tenant and that person dies during the period of insurance and before the end of their tenancy. We will pay the weekly rental amount from the date of their death or the date the rent is paid up to (whichever is the later date) for up to **2** weeks.
 

**We will not pay** if the sole tenant had given you or your agent notice in accordance with the rental agreement prior to their death.
  - 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 from the date the termination order takes effect for up to a further **4** weeks or until you secure a new tenant, whichever happens first.
- 

### What we cover

#### Legal costs to recover unpaid rent

If we accept your claim for loss of rent **and** before incurring any legal costs, you obtained our permission in writing 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.

You must repay us any rent you recover that you previously claimed under 'Loss of rent – Tenant default'.

The most we will pay for legal costs for all claims against any one tenant is **\$5,000**.

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### What we do not cover

#### Loss of rent if:

- we previously paid a claim under the same rental agreement for:
  - loss of rent – tenant default; **or**
  - theft or attempted theft; **or**
  - vandalism or malicious damage;
- you secure a new tenant;
- you do not have a rental agreement in place;
- you have not taken all reasonable steps legally available to you under the Residential Tenancies Act, or other relevant State or Territory Legislation, to remedy non-payment and/or evict the tenant;
- the tenant has not breached your rental agreement;
- the rental agreement could have been legally terminated by you;
- the rent was in arrears when you took out or renewed this policy (unless you had this optional cover in the prior period of insurance with us);
- you have made a claim under the contents section of this policy for the same incident;
- you do not actively seek a new tenant;
- the term of your rental agreement ends.

#### Legal costs:

- for which you have not first obtained our written permission;
  - not related to recovering rent from the tenant;
  - if we have not paid a claim under 'Loss of rent – Tenant default';
  - for a tenant who is the same tenant that has previously given rise to a rent default claim in the same period of insurance.
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## Strata title mortgage protection

### What we cover

**This optional cover is only available with landlord contents insurance in a unit you own.**

If your insured address is a strata title property and it suffers loss or damage caused by an insured event during the period of insurance and each of the following applies:

- the body corporate building insurance either does not extend to covering the insured event; **or**
- does not fully cover the cost of repairing the building; **and**
- the mortgagee on your strata title property makes a claim under your body corporate policy for repayment of the mortgage;

then we will pay the mortgagee the lowest of these three amounts:

- where the cost of repairs is greater than the limit of cover under your body corporate insurance, the difference between the amount covered by the body corporate insurance and the cost of repairing the damage;
- the amount to fully repay your mortgage at the time of the loss or damage;
- the sum insured for the mortgagee's interest shown on your landlord contents schedule.

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### What we do not cover

- additional features on pages 33 to 37;
  - additional covers on pages 38 to 43;
  - any incident not covered by your landlord contents policy.
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Refer to our PED guide for further information

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## Legal liability

The most we will pay for all claims from any one incident under property or landlord contents legal liability cover is **\$20 million**, including all associated legal costs we have agreed to pay following your claim.

### Property liability

If you have property cover we cover your legal liability to pay compensation for death 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 your ownership of your property; **and**
- at the insured address.

### Landlord contents liability

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

- in connection with you owning the unit at the insured address; **and**
- in the unit or in the common property at the insured address.

### What we do not cover

We do not cover legal liability caused by 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.

#### Animals

any animal including a domestic dog or cat belonging to either you or your tenant.

#### Asbestos

the existence of asbestos, asbestos fibres, or derivatives of asbestos.

We do not cover legal liability caused by or arising from:

### **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.

### **Caravans and trailers**

using or owning 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 or official 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 with you in your usual place of residence unless the person is:
  - a tenant of the insured address and not a person under 18 who is:
    - your child; **or**
    - the child of your spouse, de facto or partner.

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

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

### **Illness or disease**

illness, disease or sickness you knowingly spread or failed to take due care to prevent spreading after you knew about it.

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

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

### **Libel or slander**

libel or slander.

### **Motor vehicles or motor cycles**

the use or ownership of a motor vehicle or motor cycle 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. ride on mowers); **and**
- did not require compulsory third party insurance.

### **Property owned by you or property in your legal custody or owned by your employer**

damage to property which:

- is owned by you or your family;
- belongs to someone else and is in your physical and legal custody to control.

### **Watercraft**

using or owning any watercraft.

### **Your employees**

death or injury of your employees or damage to their property while they are working for you.

# General exclusions

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by, arises from or involves:

## Actions of the sea

any actions or movements of the sea

## Biological, chemical, other pollutant or contaminant

any actual or threatened biological, bacterial, viral, germ, chemical or poisonous pollutant or contaminant or any looting or rioting following these incidents or any action taken by a public authority to prevent, limit or remedy such actual or threatened release, pollution or contamination. **But we will cover:**

- fire damage that is covered by insured event 'Fire' (see page 23);
- your legal liability under 'Legal Liability' cover (see pages 49 to 51), to the extent your legal liability arises from your use of pesticides or herbicides at the insured address;
- the cost to remove asbestos or its derivatives from the insured address during repairs or rebuilding if we have accepted a claim for loss or damage to your property or landlord contents.

## 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 malicious damage;
- your possession, supplying or consumption of any illegal substances or illegal drugs;
- you not obeying any commonwealth, state, territory or local government law, including laws relating to:
  - installing smoke alarms;
  - pool fencing;
  - failing to install a balcony railing or balustrade when required;
  - dangerous goods and liquids;
  - firearms;
  - control and safekeeping of dangerous or restricted breeds of dogs, including not obeying any legal requirement to restrain a dog in public or keep it fenced in.

## Building extensions, alterations or renovations

building extensions, alterations or renovations to your property or unit. Specifically we do not cover:

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

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

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

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

## Computer virus or computer hacking

a computer virus or hacking.

## Confiscation or damage by a legal authority

confiscation, nationalisation, requisition, loss or damage caused by the police, a government authority or someone with the legal authority to do this.

## General exclusions – (cont'd)

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by, arises from or involves:

### Consequential losses or extra costs following an incident covered by your policy

consequential loss (financial and non-financial loss) or extra costs following an incident covered by your policy, such as:

- loss of income or wages;
- costs, including the cost of your time, to prove your loss or to help us with your claim;
- cost of hiring appliances after yours suffer loss or damage;
- professional, expert, legal, consulting or valuation costs **unless** you obtained our prior written 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;
- any costs not covered by your policy.

### Defect, structural fault or design fault

a defect, structural fault or design fault that you knew about (or should reasonably have known about) and did not fix before the loss or damage occurred (e.g. if there are signs that a defect previously caused damage, we will not pay a later claim for further damage from this defect).

### Deliberate actions by you

any act, by you or by someone acting with your given or implied consent that is:

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

### 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.

### Failing to take care of your property or landlord contents

your failure to:

- take reasonable care of your property or unit and landlord contents;
- keep your property or unit and landlord contents in good condition and well maintained. For the meaning of 'good condition' see the 'Words with special meanings' section on page 76;
- fix faults and defects as soon as you or your agent become aware of them.

### 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' (see page 22);
- 'Flood' (see page 20);
- 'Earthquake and Tsunami' (see page 24);
- 'Explosion' (see page 31).

### Hazardous materials

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

### Mechanical or electrical breakdown

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 landlord contents to the extent it is covered under insured event 'Fire' (see page 23);
- lightning to the extent it is covered under insured event 'Lightning' (see page 23);
- motor burnout to the extent it is covered under 'Motor burnout' cover (see page 38).

### Medical equipment and aids

any medical equipment, item or aid.

# General exclusions – (cont'd)

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by, arises from or involves:

## Not complying with building regulations

your property or unit not complying with building laws or regulations, **except** those laws or regulations introduced after your property or unit was originally built or last altered which you were not required to comply with.

## 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.

## Power surge

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

- insured event:
  - 'Fire' (see page 23);
  - 'Lightning' (see page 23);
  - 'Storm' (see page 22);
  - 'Flood' (see page 20).
- 'Motor burnout' cover (see page 38).

## Radioactivity

radioactivity or the use, existence or escape of:

- nuclear fuel;
- nuclear material or waste;
- action of nuclear fission including detonation of any nuclear device;
- nuclear weapon;
- any looting or rioting following such an incident.

## Replacement of water

the loss, storage and replacement of water in any tank, container, pool, spa, and any other water storage vessel.

## Revolution, war

revolution, war (whether war is declared or not) or other acts of foreign enemy, war like activity, military coup or 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 landlord 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' (see page 28);
- roots from a fallen tree to the extent it is covered under insured event 'Impact' (see page 30).

## 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 or underneath swimming pools or spas causing them to move, change shape, lift or leak through their hydrostatic valves;
- against or through retaining walls and forcing them to move or crack;
- from agricultural pipes.

## Structural improvements at 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.

## Wear, tear and gradual deterioration

wear, tear, rust, fading, rising damp, mould, mildew, corrosion, rot, action of light 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.

# Claims

## Making a claim

Contact us as soon as possible if you suffer loss or damage, or if there is an incident that could result in a claim.

### What you must do

**Step 1 Make sure everyone is safe. For emergencies, please call 000.**

**Step 2 Try to prevent further loss or damage.**

If possible take reasonable steps to prevent further loss, damage or liability (e.g. if there is a hole in the roof, arrange for it to be covered to prevent further water damage from the rain).

**Step 3 Immediately report any theft and malicious damage to the police.**

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

**Step 4 Contact us as soon as possible.**

You can call us **24** hours a day. If you delay reporting your claim, we will not pay for any additional loss or damage caused by your delay.

Describe details of what has been affected by the event (e.g. a broken window, storm damage or a list of stolen items).

**Note:** If the damage to your property or landlord contents was caused by another person, please provide us their name and address, or if applicable, their registration details.

### For customers who are registered for GST

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. When we calculate a payment to you for your claim, we can reduce it by any ITCs you are, or would be, entitled to receive.

### 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 immediately 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 that is covered under this 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 is settled.

For more details on 'Legal Liability' cover see pages 49 to 51.

### To process the claim, you must

- allow us to inspect the damaged property and/or landlord contents;
- allow us to arrange for experts to assess the damaged property and/or landlord contents and to quote on repair or replacement;
- provide us with a quote for repair or replacement if we ask for this. If you choose to use our recommended repairers (when available), there is no need to obtain your own quotes;
- when requested, provide us with all proofs of ownership and value, information, co-operation and assistance in relation to a claim (including giving evidence in court) as we may reasonably require;
- allow us to recover, salvage or take possession of your property and/or landlord contents;
- consult an expert if we ask for this.

### What you must not do

- do not dispose of damaged parts or items of your property or landlord contents without our consent;
- do not carry out or authorise repairs without our consent **unless** you cannot contact us and need to make emergency repairs to protect your property or landlord contents;
- 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;

- 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 your property or landlord 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, or cancel your policy.

### If we decline a claim

We will provide reasons for our decision to decline and if you decide to lodge a claim, 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 and give us proof of value and ownership for items claimed if we request it.

### When your property or landlord contents are damaged

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 though we might ask you to produce a copy of the most recent plans and drawings for your property, photographs of your property or other evidence that supports the extent of the loss you have suffered. For valuable and badly damaged items, we may ask you to provide proof of ownership and value.

If we decide that you are unable to reasonably substantiate your claim, we might reduce or refuse your claim.

### How to prove ownership and value

For lost, damaged or stolen items that are no longer available for inspection, you must validate your claim by giving us details of when and where they were purchased and reasonable proof of ownership and value.

We will decide what is reasonable proof of ownership and value depending on what you are claiming for, how old they are and their value.

If you are unable to reasonably substantiate your claim, we can reduce or refuse your claim.

## Your excess

### What is an excess?

An excess is the amount you have to pay for each incident when you make a claim. Sometimes you might have more than one type of excess. The amount and types of excess are shown on your schedule or in this PDS.

### The types of excess are:

#### Property and contents basic excess

The basic excess applies to all claims unless stated otherwise in this PDS.

You can choose a higher basic excess to reduce your premium.

#### Loss of rent – Insured Event excess

This excess applies in addition to any other excess if you make a claim for optional cover loss of rent as a result of an insured event.

#### Malicious damage and theft excess

In the event of a malicious act, theft or attempted theft claim caused by your tenant, or by someone who is at the insured address with your consent or the consent of your tenant, we will require you to pay this additional excess.

#### Earthquake and Tsunami excess

This excess applies in addition to any other excess if you make a claim for loss or damage as a result of an earthquake or tsunami.



## Additional excess

In some circumstances, an additional excess may apply based on our assessment of the risk. This excess is payable in addition to any other excess unless stated otherwise in this PDS or your schedule.

## Unoccupied excess

This excess applies in addition to any other excess, **unless** stated otherwise in the PDS, if you claim for loss or damage to your property or landlord contents, which occurs when the insured address has been unoccupied for more than **60** continuous days.

## When you claim for both property and landlord contents

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

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Refer to our PED guide for further information

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## How to pay your excess

When you make a claim we will choose whether to deduct the applicable excesses from the amount we pay you or direct you to pay the excesses to us or to the appointed repairer or supplier. We may require you to pay the excess in full before we pay your claim or provide any benefits under your policy.

## How we settle your claim

### We choose how we settle property claims

If we agree to pay a claim for loss, theft or damage to your property, we will decide if we will:

- repair damage to your property;
- rebuild your property;
- pay you what it would cost us to repair or rebuild your property;
- pay you the sum insured for your property.

If we rebuild (or pay you what it would cost us to rebuild), we will do so on a 'new for old' basis.

If we repair (or pay you what it would cost us to repair), we will at our option do so on a 'new for old' basis or to a similar condition to what your property was in before the loss or damage occurred.

We may offer you a voucher or stored value card for the amount it would cost us to repair or rebuild an item.

### We choose how we settle landlord contents claims

If we agree to pay a claim for loss, theft or damage to your landlord contents, we will decide if we will:

- repair damage to the landlord contents;
- replace the landlord contents 'new for old';
- pay you what it would cost us to repair or replace your landlord contents;
- pay you the sum insured for your landlord contents.

If we replace (or pay you what it would cost us to replace), we will do so on a 'new for old' basis.

If we repair (or pay you what it would cost us to repair), we will at our option do so on a 'new for old' basis or to a similar condition to what the contents were in before the loss or damage occurred.

We may offer you a voucher or stored value card for the amount it would cost us to repair or replace the landlord contents.

### We will not:

- pay more than the relevant sum insured or policy limit;
- pay extra to replace your property or landlord contents to a better standard, specification or quality than it was before the loss or damage occurred **except** as stated in the meaning 'new for old';
- fix a fault that existed before the loss or damage occurred.

### 'New for old' means:

- we rebuild, replace or repair with new items or new materials that are available at the time of replacement or repair from Australian suppliers;
  - we 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**;
- we replace or repair to the same type, standard and specification as when new. If the same is not available, it means of a similar type, standard and specification when new. It can be 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.

## 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 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 dishwashers or air conditioners 'new for old' means, replacing or repairing to an equal specification. If this is not available, it means to the nearest better specification available. It can be a different brand.

## When items cannot be replaced new for old

### Paintings, pictures, works of art, antiques, sculptures, ornaments and art objects

For these items, 'new for old' means that if the item cannot be replaced or repaired 'new for old', we will pay you what it would have cost to buy the item immediately before the loss or damage occurred, up to the relevant sum insured.

## Property claims

This section relates specifically to a claim made on your property policy and is in addition to the information in 'How we settle your claim' on pages 62 to 64.

## When we authorise repairs or rebuilding of your property

If we need to source material in order to repair or rebuild your property, we will do our best to obtain new materials that are the same type, standard and specification. If the same is not available, we will use materials of a similar type, standard and specification that are commercially available and compliant with current building regulations.

We may enter into any building contract with the selected repairer and/or supplier on your behalf. We will oversee the repairs and keep you informed of their progress.

If you decide not to repair or replace your property, or do not commence repair or replacement within **6** months of the date the loss or damage occurred, we will only compensate you for what it would have cost to repair or replace your property at the date of the loss or damage.

## When we cannot match materials

If we cannot find materials to match undamaged parts, we will use the closest match available to us.

If you are not satisfied with the materials we find as the closest match before we repair your property:

If we agree, you can pay the extra cost of replacing undamaged parts of your property to achieve a uniform appearance.

Or we will pay you what it would have cost us to repair or rebuild the damaged part.

## Repairing or rebuilding damaged parts

We will only repair or rebuild the parts that are damaged in the incident covered by your policy. You cannot claim to replace undamaged parts of your property to create a uniform appearance, such as when:

- **one garage door is damaged**  
we will only replace or repair the damaged one, not other doors.
- **roof tiles are damaged**  
we will only replace the damaged ones, not the undamaged tiles, even if the undamaged tiles are faded 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 or colour 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 your property.

For the limited circumstances where we will repair or rebuild undamaged parts read pages 66 to 70.

### When we will repair or rebuild undamaged parts

If we cannot match the new materials with the undamaged parts, we will only pay extra to create a uniform appearance when:

- **wall tiles are damaged**

we will replace undamaged wall tiles in the same room, stairs, hallway or passageway\* so they match or complement new tiles used for repairs.

- **other wall coverings are damaged**

(e.g. paint, wallpaper, wood panels, but not tiles)

we will pay extra to paint, wallpaper or replace undamaged wall coverings in the same room, stairs, hallway or passageway\* where the damage occurred.

- **floor coverings are damaged (including tiles)**

we will pay extra to replace continuously joined undamaged floor coverings of the same material in the same room, stairs, hallway or passageway\* where the damage occurred.

- **kitchen cabinets, cupboards or benchtops are damaged**

see 'Repairing or replacing kitchen cabinets, cupboards or benchtops' on page 67.

\*For the meaning of these terms refer to the diagrams on pages 67 to 69.

### Repairing or replacing kitchen cabinets, cupboards or benchtops

#### We will repair damaged parts of your kitchen

We will repair the damaged parts of your kitchen cupboards, cabinets or benchtops.

#### When we will replace undamaged parts of the kitchen

To create a uniform appearance, we will pay extra to replace undamaged parts of the same cupboard, cabinet or benchtop so that they match the repaired parts.

#### Same cabinet, cupboard or benchtop means:

- those parts continuously joined to the damaged parts (this is one 'section');
- made out of the same materials; **and**
- on the same level.

See the case study below for a visual explanation.

#### Note:

Sometimes replacing the benchtop, door fronts or drawers in the undamaged area is all that is necessary to create a uniform appearance. We will decide what is necessary depending on the circumstances.

#### Case Study

### What we mean by same room, stairs, hallway or passageway

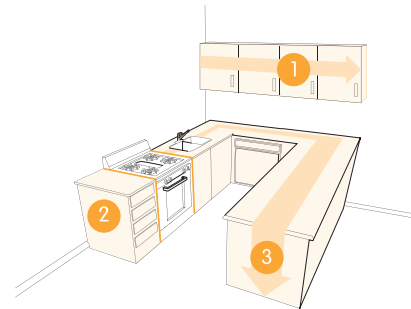
The extent of repairs carried out to match undamaged areas in a kitchen.

#### To match undamaged areas to the damaged parts, they must be:

- continuously joined; **and**
- on the same level; **and**
- made of the same material.

#### In this kitchen case study

Areas 1, 2 and 3 will be treated as separate sections. The oven breaks up the bottom level into two sections (e.g. if only section 2 is damaged, we will not pay to replace sections 1 and 3).



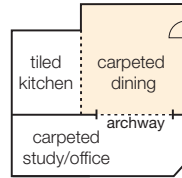
## Same room

A room is an area starting and finishing at:

- its nearest walls;
- nearest doorway, archway or similar opening of any width;
- a change in the floor or wall covering.

A hallway next to a room is not the same room, even if it has the same floor or wall covering as the room.

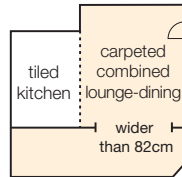
Any archway or similar opening separates a room unless it is a combined lounge-dining room (below).



## Combined lounge-dining room

We will only combine rooms with a shared doorway, archway or similar opening when:

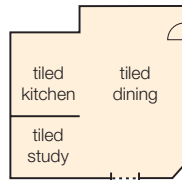
- they are lounge and dining rooms; **and**
- the shared doorway, archway or similar opening is wider than **82cm**; **and**
- the floor or wall covering is the same in both rooms.



## Open plan areas

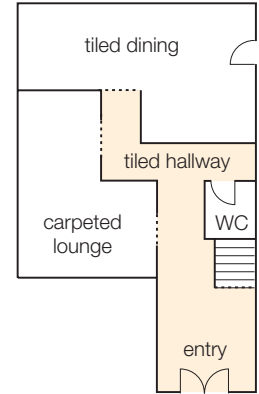
When there is no wall, archway, doorway or similar opening, the room continues until:

- a change in the floor or wall covering;
- the nearest wall, doorway, archway or similar opening.



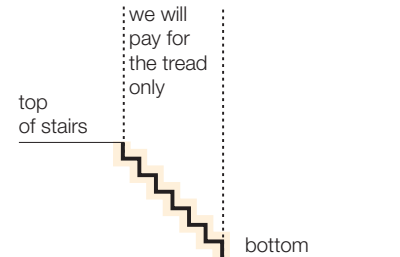
## Same passageway or hallway

A passageway or hallway has the same meaning as a room. We will not combine a hallway and a room.



## Same stairs

Side view of stairs.



## Legend

- Shaded areas show the area that we consider the same room, stairs, hallway or passageway.
- Solid lines represent floor to ceiling walls.
- - - - Dotted lines show boundaries of a room or area where there is no physical barrier present (e.g. no wall or door).

## Dealing with defects

### If a known defect is the cause of the damage

We do not pay for loss or damage caused by a defect, structural fault or design fault at your property that you knew about (or should reasonably have known about) and did not fix before the loss or damage occurred.

### If an unknown defect is the cause of the damage

If an incident covered by your policy damages your property and an unknown defect was the cause or part of the cause, we will pay for the resulting damage. If the unknown defective part of your property is also damaged by the same incident, we will fix this as well.

### We do not rectify structural or design faults

When we accept a claim, we will not pay extra to rectify a structural or design fault at your property that you knew about (or should reasonably have known about). We will only pay you what it would have cost us to fix the damage from the incident covered by your policy or if we agree, you can pay us the extra amount it costs to rectify the structural or design fault at your property.

### If undamaged defective parts of your property will not support repairs

If undamaged defective parts of your property you knew about (or should reasonably have known about) will not support repairing the damage caused by an incident covered by your policy, we will only pay what it would have cost us to repair the damage had your property not been defective.

### For known defects or faults

Once you become aware of a defect, structural or design fault at your property, you must rectify it as soon as possible because there is no cover for loss or damage due to that defect. If you do not rectify the defect or fault, you may not be covered or we might not offer a renewal of your policy.

## Changes to your property

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

When rebuilding your property, if we agree, you can choose to change the design of your property or upgrade parts of it, providing you pay the extra costs of doing this. If you want to downsize your property for less cost than you are entitled to claim, we will not pay more than it costs us to rebuild the downsized property.

### Choosing to rebuild on another site

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

### Lifetime guarantee on property repairs

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

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

### What we guarantee

We guarantee the material used and standard of the workmanship to be free of defects. If a defect arises in the lifetime of your property as a result of poor quality workmanship or use of incorrect materials, then we will rectify the problem.

### 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 (e.g. paint peeling off after its expected life cycle, wood rotting from moisture in the air or ground, roofs weathering or a hot water tank leaking after its guaranteed life);
- where we agree with a repair quote and we give you, or the builder or repairer, payment for the cost of the repairs and you arrange the repairs.

# Landlord contents claims

This section relates specifically to a claim made on your landlord contents policy and is in addition to the information in 'How we settle your claim' on pages 62 to 64.

## When we repair or replace your landlord contents

If we choose to repair damage to the landlord contents or replace the landlord contents, we will repair or replace with items or materials that are reasonably available at the time of repair or replacement from Australian suppliers.

We will do our best to replace to the same type, standard and specification as when new. If the same is not available, we will replace with items or materials of a similar type, standard and specification when new. It can be a different brand.

## When we cannot match materials

If we cannot find a contents item match we will use the closest match reasonably available to us.

If you are not satisfied with what we choose before we repair the contents:

If we agree, you can pay the extra cost of replacing other parts of your contents to achieve a uniform appearance.

Or we will pay you what it would have cost us, but only if we agree to this.

## Items that form part of a set or collection

We will only repair or replace landlord contents that are lost or damaged by an incident covered by your policy. You cannot claim to replace undamaged parts of the landlord contents (e.g when 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 will repair or replace undamaged landlord contents

We will only repair or replace landlord contents that are lost or damaged by an incident covered by your policy. You cannot claim to replace undamaged landlord contents or undamaged parts of landlord contents.

But there are limited circumstances where we will repair undamaged parts of landlord contents to create a uniform appearance, when:

- **internal blinds and curtains**

if we can't match the new material or parts with the undamaged ones, if necessary, we will pay extra to replace undamaged blinds and curtains in the same room, stairs, hallway or passageway\* where the damage occurred.

- **carpets or other floor coverings**

if we can't match the new material or parts with the undamaged ones, if necessary, we will pay extra to replace undamaged floor carpets and other coverings in the same room, stairs, hallway or passageway\* where the damage occurred.

\*See page 67 for 'What we mean by same room, stairs, hallway or passageway'.

## If you want to change the landlord contents

When repairing or replacing the landlord contents, if we agree, you can choose to change the make and model of the contents item or upgrade to a different make and model of it, providing you pay the extra costs of doing this. If you want to downsize the landlord contents item for less cost than you are entitled to claim, we will not pay more than it costs us to repair or replace the downsized landlord contents item.

## Other claims information

### Potential impact on cover and premiums

#### After a property claim

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

If we pay the full sum insured to you, all cover under your property policy stops. There is no refund of the unused premium. If you have been paying premiums by instalments, we will deduct the remaining instalment premiums for the unexpired period of insurance, from the amount we pay for the claim.

#### After a landlord contents claim

If we pay part of, or the full general contents sum insured, the general contents sum insured is automatically reinstated and cover continues for the period of insurance at no extra cost. You should reassess your general contents sum insured. There is no refund of premium if you reduce your sum insured by the amount of your claim.

### We own salvaged property and landlord contents items

We can take and keep any recovered or salvaged item and sell it and keep the proceeds after we have replaced the item or paid you for it.

### Our right to recover claims we pay from those responsible

After we pay a claim under this policy, we can decide to take legal action in your name to recover money from the person or entity which caused loss, damage or liability. You must give us all the help we need to do this. If we recover money that belongs to you and was not part of the claim we paid, we will give this to you.

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Refer to our PED guide for further information

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## Other important information

### General Insurance Code of Practice

We support and adhere to 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**.

### What happens with cancellations?

#### Cancellation by you

You may cancel this policy at any time. If you cancel this policy and a refund of **\$10** or more is due, you will be refunded the unexpired portion of the premium, less any non-refundable government charges.

#### Cancellation by us

We can cancel your cover where the law allows us to do so. We will refund any money we owe you, less any non-refundable government charges. If we cancel your policy due to fraud, we will not refund any money to you.

# Words with special meanings

**“Accidental loss or damage”** means damage that occurs without intent.

**“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 your property, including the collection of rent.

**“Business activity”** means:

- any activity specifically undertaken for the purposes of earning an income; **or**
- 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 your property or unit.

**“Common property”** means land or areas at the insured address that both you and other people are entitled to use (e.g. common property in a multi-dwelling development).

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

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

**“Environmental improvements”** means an alteration or addition to your 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.

**“Flood”** see page 20.

**“Good condition”** means your property or unit and landlord contents do not have any faults or defects that might cause loss or damage to your property and landlord contents, loss or damage to property of others or injury to people. This includes **but is not limited** to the following:

- the roof does not leak when it rains;
- there are no areas of the roof that are rusted through;
- there is no wood rot, termite or white ant damage to your property or unit;
- there are no holes in floors, walls, ceilings or any other parts of your property or unit (e.g. external wall cladding, internal plaster, floorboards);
- there are no boarded up or broken windows;
- there are no steps, gutters, flooring, walls, ceilings or any other areas of your property or unit that are loose, falling down, missing or rusted through;
- all previous damage including damage caused by flood has been repaired;
- your property or unit is not infested with vermin;
- there are no squatters or unauthorised persons occupying your property or unit.

**“Incident”** means a single event, accident or occurrence which you did not intend or expected to happen.

**“Insured address”** see page 14.

**“Insured events”** see pages 20 to 32.

**“Landlord contents”** see page 17.

**“Loss or damage”** means physical loss or physical damage.

**“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.

**“PED guide”** see page 3.

**“Period of insurance”** means when this insurance cover starts to when it ends. It is shown on your schedule.

**“Policy”** means your insurance contract. It consists of this PDS and any SPDS we have given you, and your latest schedule and any receipt we may send you.

**“Property”** see page 14.

**“Rent”** means the amount of rent (after deducting any agent’s commission that applies) that a tenant pays to occupy the insured address. If the insured address is unoccupied, it is the amount a tenant would pay, based on an assessment by a suitably qualified person agreed to by us.

**“Rental agreement”** means a current and valid written agreement for the insured address, that has both a start and finish date with a minimum duration of **6** months, between you, or your agent, and the tenant that details the terms and conditions of the tenancy, the amount of rent payable and the bond that a tenant is required to pay.

**“Retaining wall”** means a wall, which is not part of your residential building, that holds back or prevents the movement of earth.

**“Schedule”** means the latest schedule, including the invoice showing the amount payable, we have given you. It is an important document as it shows the covers you have chosen and other policy details.

**“Storm”** means a storm, 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.

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

**“Sum insured”** see page 9.

**“Tenant”** means the person or persons named in the rental agreement who has been granted the right to occupy the insured address and any other person who usually resides in the insured address.

**“Unit”** means the unit, villa, townhouse or apartment in a strata title development. It does not include common property.

**“Unoccupied and occupied”** unoccupied means:

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

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.

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.

**“Weekly rental amount”** means the lesser of the amount:

- shown on your schedule; **or**
- stated in your rental agreement.

**“We, our and us and Vero”** means AAI Limited (ABN 48 005 297 807).

**“You/Your”** see page 14.



## How we will deal with a complaint

If you have a complaint about our products or services (even if through one of our service providers) or our complaints handling process, please let us know so that we can help.

You can contact us:

- **By phone:**        **1300 794 133**
- **In writing:**        **AAI Limited**  
**GPO Box 1619**  
**Adelaide SA 5001**

Please include the full details of your complaint and explain what you would like us to do.

When we receive your complaint, we will consider all the facts and attempt to resolve your complaint by the end of the next business day.

If we are not able to resolve the matter to your satisfaction, it will be referred to the relevant team leader or manager, who will review your complaint and contact you within **5** business days of us receiving your complaint.

If you remain dissatisfied the matter will be referred to our Internal Dispute Resolution (IDR) team. Our IDR team will review your complaint, and provide you with their final decision within **15** business days of your complaint being referred to them.

The contact details for our IDR team are: by phone: 1300 264 470 (for the cost of a local call), in writing: Internal Dispute Resolution, AAI Limited, PO Box 14180, Melbourne, VIC, 8001, by email: [idr@vero.com.au](mailto:idr@vero.com.au)

If we require additional information for our assessment or investigation of your complaint, we will agree with you a reasonable alternative timeframe to resolve your complaint.

If we are unable to resolve your complaint within **45** days, you may take your complaint to the Financial Ombudsman Service (the FOS), even if we are still considering it. The contact details for the FOS are set out below.

## What if you are not satisfied with our final IDR decision?

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 FOS. The FOS is an independent external dispute scheme and their service is free to you. Any decision the FOS makes is binding on us, provided you also accept the decision. You do not have to accept their decision and you have the option of seeking remedies elsewhere.

The FOS is available to customers who fall within their terms of reference. The FOS will advise if they can help you.

You can contact FOS:

- **By phone:**        **1300 780 808 (for the cost of a local call)**
- **By Fax:**         **(03) 9613 6399**
- **In writing:**        **Financial Ombudsman Service**  
**GPO Box 3**  
**Melbourne, VIC, 3001**
- **By Email:**        **[info@fos.org.au](mailto:info@fos.org.au)**
- **By visiting:**     **[www.fos.org.au](http://www.fos.org.au)**

## Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policy holders 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 and 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.

## Financial Claims Scheme

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA at [apra.gov.au](http://apra.gov.au) or by calling **1300 55 88 49**.

## We respect your privacy

Vero is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that:

### Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- identifying you when you do business with us;
- establishing your requirements and providing the appropriate product or service;
- setting up, administering and managing our products and services;
- assessing and investigating, and if accepted managing a claim made by you under one or more of our products;
- improving our financial products and services, including training and developing our staff and representatives.

We may be required by Anti-Money Laundering/Counter Terrorism Financing legislation to collect your personal information.

### Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the financial product or service that you request, provide insurance cover, manage or pay any claim under an insurance policy, manage your product or provide any benefits, or provide you with the full range of services we offer.

### Disclosure

We use and disclose your personal information for the purposes we collected it. We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose.

In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- other companies within the same Group;
- where required or authorised under our relationship with our joint venture companies;
- information technology providers, including hardware and software vendors and consultants such as programmers;
- customer research organisations;
- intermediaries including a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- where you are an insured person and not the policy holder, we will disclose to the policy holder;
- government, law enforcement or statutory bodies;
- the Financial Ombudsman Service;
- other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers;
- legal and other professional advisers;
- hospitals, medical and health professionals;
- research and development service providers;
- printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material; **and**
- imaging and document management services.

### Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- sending your personal information to companies in the same Group;
- when you have asked us to do so;
- when we are authorised or required by law to do so;
- when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement; **or**

- certain electronic transactions when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

### Access

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why. If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

### Marketing

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from us and other companies within the same Group. Generally, our companies in the Group will use and disclose your personal information for the Group's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact and tell us.

### Contact

Please contact us to:

- change your mind at any time about receiving marketing material;
- request access to the personal information we hold about you; or
- obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

You can contact us by sending a letter to

**The Privacy Officer**  
**GPO Box 3999**  
**Sydney NSW 2001**

Our Privacy Policy can also be found on our website at [http://www.suncorp.com.au/suncorp/legal/privacy\\_policy.aspx](http://www.suncorp.com.au/suncorp/legal/privacy_policy.aspx)



PDS dated 17/08/12

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