

# Landlord Insurance

**Product Disclosure Statement** 

For residential landlords



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃关於保险的重要文件,它解释了根据保单条款什麽是受保、什麽是不受保项目,以及你方和我方的责任条款。你必须要了解後才能决定这项保险是否能满足你的需要。如果你不能阅读和理解英文,请向能帮助你用你熟悉的语言理解内容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件,它解釋了根據保單條款什麼是受保、什麼是不受保項目,以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文,請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੌੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

# **About QBE**

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (QBE), which is Australia's largest international general insurance and reinsurance group. QBE has been helping Australians protect the things that are important to them since 1886. *Our* purpose is to give people the confidence to achieve their ambitions.

# **QBE** in the community

## Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into investments that have additional social or environmental features. So, when you choose us as your insurer, your premium automatically does some good.

# Who this product is designed for

This product is designed for:



Landlords who own a residential property such as a house, unit, flat or apartment that is:

- rented out in its entirety to *tenants* as their primary residence;
- under a lease agreement that complies with the relevant residential tenancies law (formal lease); or



Landlords who own a residential property such as a house, unit, flat or apartment that is rented out to *paying guests* for short term holiday purposes, where:

- there is no legal requirement to have any lease agreement; and
- all rental periods of the property are less than 3 months or, the maximum period allowed in any relevant legislation relating to holiday rentals, whichever is the shorter period; and
- the entire rental property is rented out each time

even if you also use it as a holiday home for you and your family from time to time.

If you own and rent out a residential building such as a free-standing house, townhouse or duplex, you can insure your buildings and/or contents.

If your rental property is under a strata title or similar community strata scheme or under company title then you can only insure your contents (which will include any fixtures within or attached to the property that you own or are responsible for).

# Who it is not designed for

The product is not designed for:

- Anyone who lets out part of their property while they live there at the same time, for example letting out a room of their property or a granny flat, or, anyone who sub-lets their property.
- A home that is occupied by the owner as their primary residence. This policy contains no temporary accommodation benefit for when the property becomes *unliveable*.
- Tenants, renters or anyone else who has a landlord. This policy contains no temporary accommodation benefit for when the property becomes *unliveable*.
- Contents of a personal nature such as cash and jewellery as these types of contents would not typically be kept at a *rental property* by a landlord.
- Any property that is used to earn income or where a business of any kind is being operated other than *you* renting the property out.
- Properties managed by hotels, motels or similar or that are not used in accordance with laws such as those relating to local government, zoning or land usage requirements, or the by-laws or constitution of a *strata body corporate*.

The Rent Default by Tenant option is only available to landlords who have a *lease agreement* in place that complies with the relevant residential tenancies law (*formal lease*). The option is not available to landlords who rent their rental properties out on a *casual let* basis.

There is no Workers' Compensation cover available under this policy.

This policy does not cover a building which is a block of flats or strata buildings. Landlords can insure their *contents* contained within these buildings only. If *you* have more than one unit, flat or apartment, *you* will need to insure the *contents* in each one under a separate policy.

Continued next page...

# Who it is not designed for (continued...)

This product does not cover any of the following buildings or the contents contained in any of them:

- hotels, motels, nursing homes, boarding houses;
- hostels, guest houses or backpacker accommodation, farm stays, share houses, serviced apartments, resorts, dormitories, halfway houses or similar;
- caravans, mobile homes, portable homes;
- houseboats:
- shipping containers;
- sheds (where there is no other residence at the property address);
- display homes;
- buildings in the course of construction;
- buildings in the course of being demolished or that are vacant pending demolition;
- · condemned buildings;
- a temporary building or structure;
- homes located outside of Australia.



If *you* purchase this product and it is not designed for *your* circumstances, *you* may not get:

- the value from it that you expected; or
- any value from the product at all.

This PDS does not consider *your* objectives, financial situation or needs. Before deciding to buy this policy and whether the cover is right for *you*, please consider both the PDS and *your* particular circumstances.

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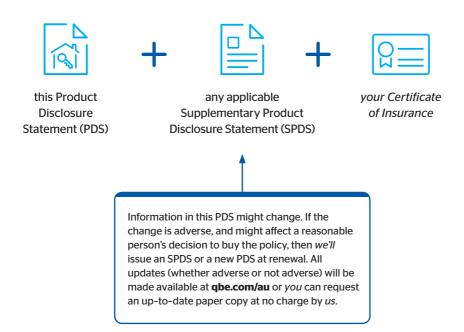
# About your policy

### **Our agreement**

When *you* pay or agree to pay *your* premium, we agree to provide *you* with insurance cover under the terms and conditions set out in this policy.

### **Your policy documents**

When you buy your policy, it will be made up of:



### Receiving your policy documents

We'll normally email your policy and other related documents. We'll consider an email to be received by you 24 hours from the time it's sent out of our data system. You can choose to receive your policy documents by post and you can change your preference at any time. It's your responsibility to make sure we have your current email and mailing address on record, so you must let us know as soon as these change.

### **About this PDS**

This PDS tells *you* about the QBE Landlord Insurance policy *we* provide including the conditions and exclusions of the cover.

Words in italics have special meanings that are explained in **Definitions** located at the back of this PDS.

The amounts stated in this policy include GST unless stated otherwise.

### When there is more than one insured

When there is more than one *insured* on *your* policy, *we* may treat what any one of them says or does in relation to *your* policy or any claim under it, as said or done by each of the *insureds*. We may rely on a request from one *insured* to change or cancel *your* policy or tell *us* where a claim payment should be paid.

### Interests in the policy

You must not transfer any interests in your policy without our written consent.

Any person whose interests *you've* told *us* about and *we've* noted on *your Certificate of Insurance* is bound by the terms of *your* policy in relation to any claim they make.

If you have used all or part of your buildings or contents as security for a loan from a lender, we may pay the lender all or part of the payment made when settling your claim. For more information, see **Lender's rights**.

### **Cooling off period**

If you change your mind within 21 days of the start or renewal date of your policy, you can cancel it and we'll give you a full refund if you haven't made a claim on your policy.

See also Cancelling your policy.

### Tell us when these things change

*You* must tell *us* as soon as reasonably possible if any of the following information on *your Certificate of Insurance* is incorrect or has changed.

### Things you must tell us

You sell the rental property

*You're* planning construction work including renovations, alterations, additions or repairs at the *property address* with a commercial value greater than \$20,000

You know your rental property will be unoccupied for any period longer than 90 consecutive days

The occupancy of *your rental property* changes, for example, it changes from *formal lease* to *casual let* (or the other way around), or *you* decide to move into it yourself

*You* start operating a business, or generating a regular income (other than residential rental income) at the *property address* 

You add or change mortgage lenders, if you have buildings cover

You want to increase your sum(s) insured

Your weekly rental income changes, if you have the Rent Default by Tenant option

If you don't tell us, we may reduce or refuse to pay a claim.

When you tell us about something that has changed or request a change to your policy, we will assess the change to the risk in accordance with our underwriting rules and processes.

### Changes to your cover

If you request any change to cover (e.g. you choose to add the optional cover, you increase your sum(s) insured) or the occupancy changes from formal lease to casual let (or the other way around) then, if we agree to the change, we will issue a new Certificate of Insurance and ask you for any additional premium. If an additional premium is required, the change will only be effective when:

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- you have paid the additional premium by the due date we give to you.

If you don't pay the additional premium by the due date then we will make reasonable efforts to contact you using the latest contact details you provided us. If we don't receive payment of the additional premium owed, the change will not be effective and we will confirm this by issuing a replacement *Certificate of Insurance*.

If you request any change to your cover and we don't agree to the change, then we will let you know and the policy will continue unchanged.

### Changes to your circumstances

If you tell us about any of the following changes then we will cancel your policy and refund any unused portion of the premium:

 you are removing the roof, or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the property address; Contact *us* on **133 723** to discuss potential changes in circumstances when *you* know the details of the timing and nature of the changes before they happen, to find out in advance whether *we* will be able to continue to insure *your buildings* and/or *contents*.

- you start operating a business, or generating a regular income (other than residential rental income) at the property address; or
- the occupancy of your rental property changes, for example you decide to stop renting it out and move into it yourself.

If you tell us about a change in mortgage lender we will note them on the Certificate of Insurance.

If you tell us about any other change, for example if your rental property is going to be unoccupied for more than 90 days, we will consider it under our underwriting rules and processes at the time.

### **Your sums insured**

Your rental property is unique and it's important to insure for the right sum(s) insured because, if you underinsure, it could be financially devastating. For example, if your rental property was a free-standing house and it was damaged significantly in a fire, and your sum(s) insured wasn't enough to fully rebuild it and/or replace your contents, you'd have to pay the shortfall yourself.

### If you have buildings cover - your buildings sum insured

*Your buildings* sum insured should include things like the cost of:

- the materials and labour needed to rebuild your buildings;
- demolition and removal of debris:
- work required to prepare the land for a rebuild:
- constructing a similar building to applicable building codes, taking into account new or enhanced requirements introduced since the building was built;
- constructing a similar building on sloping land (where relevant); and
- professional fees e.g. architects' and surveyors' fees

so that you have adequate cover in the event of a total loss.

The amount *you* select is called *your* 'buildings sum insured' - it'll be shown on *your* Certificate of Insurance.

includes *fixtures* such as carpets, linoleum, floating floors and other fixed floor coverings, curtains and internal blinds.

Under this policy, your buildings

Different building code requirements may apply to homes in bushfire- and cyclone-prone locations



### **Buildings Sum Insured Safeguard**

If you have the Buildings Sum Insured Safeguard, it will be shown on your Certificate of Insurance. If you have the Safeguard and have a claim that exceeds your buildings sum insured, we'll pay up to 30% more than the buildings sum insured shown on your Certificate of Insurance. This Safeguard applies to a claim where we agree to:

- · repair or replace your buildings; or
- pay you the reasonable cost to repair or replace your buildings at the property address.

For an example of how the Buildings Sum Insured Safeguard may apply, see the Landlord Insurance Additional Information Guide at **qbe.com/au** or call *us* on **133 723** for a copy at no charge by *us*.

### If you have contents cover - your contents sum insured

*Your contents* sum insured, should be the cost to replace all *your contents* at today's prices so that *you* have adequate cover in the event of a *total loss*.



This is sometimes known as a 'new for old' replacement policy because, if *your contents* are stolen or *damaged* and unable to be repaired, *your* policy will cover the purchase of a new equivalent item, regardless of the age of the original item, where possible

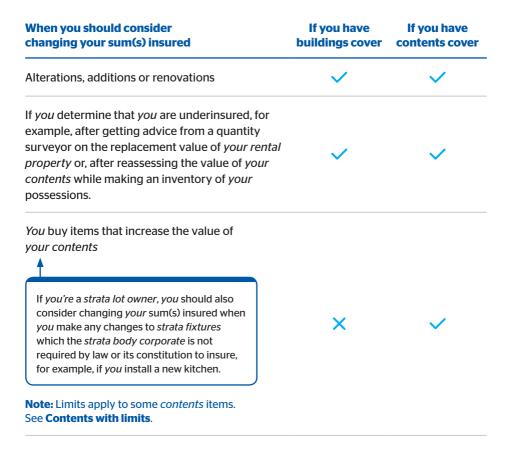
The amount *you* select is called *your* 'contents sum insured' - it'll be shown on *your* Certificate of Insurance.

**Note:** If *you* are a *strata lot owner*, remember to include the new replacement value of *your strata fixtures* in *your contents* sum insured.

### **About your policy**

### Changing your sum(s) insured

*You* should consider updating *your buildings* and/or *contents* sums insured when making changes such as:



Whilst *you* should take care not to be underinsured, *you* should also consider reducing *your contents* sum insured if *you* sell or dispose of items without replacing them.

### Sum(s) insured adjustment feature

*We'll* increase *your* sum(s) insured by 0.4% for each whole calendar month until *you* next renew *your* policy to help with increases in replacement costs.

For an example of how the sums insured adjustment feature works in practice, see the Landlord Insurance Additional Information Guide at **qbe.com/au** or call *us* on **133 723** for a copy at no charge by *us*.

### Your sum(s) insured at renewal

Normally, before *your* policy ends each year, *we'll* send a renewal invitation and let *you* know the renewal premium. *We* may increase *your* sum(s) insured, to allow for increases in replacement costs. This may not be the same as 12 x 0.4% under the **Sum(s) insured** adjustment feature.

*You'll* still need to check *your* sum(s) insured to make sure the amount is appropriate and that *you're* not underinsured.

### Overinsuring

If you overinsure your buildings and/or contents and they are a total loss, we will only pay the reasonable cost to replace or rebuild them to a condition substantially the same as, but not better than, when new.



When you take out this policy you can choose:

- buildings cover only;
- contents cover only; or
- buildings and contents cover.

Your Certificate of Insurance will show the cover you've chosen and your sum(s) insured.

**Note:** You cannot insure the building if you are a strata lot owner. This must be insured by the strata body corporate.

### **Buildings cover**

This cover applies to the *buildings* at the *property address* shown on *your Certificate of Insurance* when *you* have chosen *buildings* cover or *buildings* and *contents* cover.

See What do we mean by buildings and fixtures?

### What you're covered for

We'll cover you:

- for damage to your buildings caused by the Insured Events listed in this PDS;
- under Standard Features applicable to buildings cover;
- under the Rent Default by Tenant option if you've chosen to add it to your policy, and it's shown on your Certificate of Insurance; and
- for legal liability caused by an occurrence during the period of insurance at your property address.

Whether we agree to provide the option will depend on our underwriting rules and processes at the time. Under no circumstances is it available for casual lets.

There are situations *you're* not covered for. These are set out throughout the PDS. Also, see **General Exclusions**.

### **Contents cover**

This cover applies to *your contents* when *you* have chosen *contents* cover or *buildings* and *contents* cover.

See What do we mean by contents?

### What you're covered for

We'll cover you:

- for damage to your contents at the property address, caused by the Insured Events listed in this PDS;
- under Standard Features applicable to contents cover;
- under the Rent Default by Tenant option if you've chosen to add it to your policy and it's shown on your Certificate of Insurance; and
- for legal liability caused by an occurrence during the period of insurance at your property address if you are a strata lot owner with contents cover only.

Whether we agree to provide the option will depend on our underwriting rules and processes at the time. Under no circumstances is it available for casual lets.

There are situations *you're* not covered for. These are set out throughout the PDS. Also, see **General Exclusions**.

### Contents with limits

The most we will pay for artworks, rugs and antiques is \$20,000 per item, set or pair.

See the definitions of 'artworks' and 'antiques' as they have special meanings in this PDS.

### **Insured Events**

We cover damage to your insured buildings and/or contents caused directly by the following Insured Events that occur during the period of insurance. For most Insured Events there are specific situations you're not covered for. These are set out below in the column headed **We won't cover**. You are also not covered for anything set out in the **General Exclusions**.

We only cover the part of *your* property *damaged* by the Insured Event, but see **Matching materials**.

Insured Event	We'll cover	We won't cover
Fire Fire includes bushfire	<ul> <li>damage caused by:</li> <li>fire;</li> <li>charring, melting or scorching as a result of heat from a fire; and</li> <li>smoke, ash or soot from a fire</li> </ul>	damage deliberately caused by you or someone with your consent damage to an item designed to be exposed to or generate heat, caused in the ordinary course of its use, such as a fireplace, a clothes iron or a cooking or heating appliance, where that's the only damage that occurs
Theft	loss or damage caused by theft or attempted theft, including by tenants or paying guests  Note: As soon as possible after the theft or attempted theft, you must report the incident to the police and provide details of the report to us. See What you must do after an incident for more information.  Note: See Bond money and security bonds for how bond money or a security bond is applied to claims for loss or damage for which your tenant or paying guest is responsible.	loss or damage caused by theft or attempted theft:  • by you or someone with your consent; or  • by anyone with whom you're legally required to have a lease agreement but you don't have one

# **Insured Event**

### We'll cover

### We won't cover



Storm, storm surge, rain, hail or flood



Storm includes cyclone

damage caused by storm, storm surge, rain, hail or flood

damage caused by landslide and/or subsidence that happens within 72 hours of. and as a direct result of the Storm, storm surge, rain, hail or flood

damage caused by water, rain, wind, hail or debris:

- entering your buildings through an opening in any part of your rental property made for the purpose of alterations, additions, renovations or repairs, even if the opening was covered by a tarpaulin or similar; or
- because of existing damage, a design fault, a structural defect or faulty workmanship that:
  - o you were aware of, or a reasonable person in the circumstances would have been aware of; and
  - vou or a reasonable person in the circumstances would have known may result in further damage and, if you are a strata lot owner, you have not advised the strata body corporate; or
- due to lack of maintenance



For example, where gutters overflow due to a build-up of leaves or other debris.

Continued next page...

<b>Insured Event</b>	We'll cover	We won't cover
Storm, storm surge, rain, hail or flood (continued)		the cost of removing residue deposited by wind and/or rain on <i>your buildings</i> , such as dust or sand
		damage caused by any action of the sea
		damage to:
		<ul><li>retaining walls;</li></ul>
		<ul> <li>swimming pool or spa covers, solar covers or plastic liners (including vinyl);</li> </ul>
		<ul> <li>swimming pools or spas as a result of hydrostatic pressure;</li> </ul>
		<ul> <li>external paintwork, treated surfaces or finishes caused by water or wind where that's the only damage that occurs to that part of your buildings; or</li> </ul>
		<ul> <li>gates and fences that you were aware, or a reasonable person in the circumstances would have been aware, were:</li> </ul>
		<ul> <li>in a poor or damaged condition before the incident; or</li> </ul>
		<ul> <li>installed or constructed incorrectly</li> </ul>

Insured Event	We'll cover	We won't cover
4	damage caused by a lightning strike	
Lightning		
Earthquake or tsunami	damage caused by an earthquake damage caused by a tsunami damage caused by landslide and/or subsidence that happens within 72 hours of, and as a direct result of the Earthquake or tsunami  Note: All damage caused by earthquake or tsunami, occurring within 7 days of the first damage occurring, will be regarded as damage resulting from one incident. If any earthquake or tsunami	damage caused by any action of the sea
	damage occurs after that, each subsequent 7 day period in which damage occurs will be regarded as a separate incident.  An excess applies for each incident.	

### **Insured Event**

### We'll cover

### We won't cover



# Escape of water or other liquid

damage caused by water or other liquid which suddenly and unexpectedly escapes from:

- a plumbing system;
- a water main or pipe;
- a bath, fixed basin or sink;
- a waterbed;
- a fixed heating or cooling system;
- roof gutters or downpipes;
- a tank:
- a toilet system:
- white goods; or
- a swimming pool or spa

damage caused by landslide and/or subsidence that happens within 72 hours of, and as a direct result of the **Escape of water or other** 

# Escape of water or other liquid

If you have buildings cover and we have agreed to pay your claim for damage caused by escape of water or other liquid, we'll also pay the reasonable cost of a qualified and properly equipped supplier to:

 find the source of the escaped water or other liquid; and

### damage:

- deliberately caused by you or someone with your consent:
- to your swimming pool or spa due to hydrostatic pressure;
- due to water escaping from a shower recess or shower base:
- due to:
  - lack of maintenance;



For example, where gutters overflow due to a build-up of leaves or other debris

- a defect or faulty workmanship; or
- a gradual process such as condensation, rising damp or splashing;

### that:

- you were aware of, or a reasonable person in the circumstances would have been aware of;
- you knew, or a reasonable person in the circumstances would have known may result in water or other liquid damage or further damage; and

### **Insured Event**

### We'll cover

### We won't cover

# Escape of water or other liquid

(continued...)

 repair any damage that was necessary in order to find the source



However, if there is no water or other liquid damage caused to your insured property, we will not pay to find the source of a leak or repair any damage resulting from actions taken to find the source of a leak. For example, we will not pay the cost to repair a driveway after it's been dug up to find and fix a leaking pipe, if the leak from the pipe has not caused any damage.

 if you are a strata lot owner, you have not advised the strata body corporate of it

### costs to:

- fix leaks;
- repair or replace defective parts or items that caused the damage, for example we won't pay to replace a dishwasher hose that broke; or
- fix defects in the design or construction of a system



### Accidental breakage of glass or sanitary fixtures

if you have buildings cover or you are a strata lot owner accidentally broken:

- glass forming part of your buildings or strata fixtures, such as a shower screen or fixed mirror, including:
  - any window tinting or shatter proofing material attached to it;
     and
  - the frame, if required to replace the broken glass; and
- ceramic, acrylic or fibreglass sanitary fixtures such as baths, toilets and sinks

### damage to:

- part of a glass house or conservatory:
- tiles

damage to glass that is designed to be exposed to heat, in the ordinary course of its use, including glass in:

- · fireplaces and heaters;
- oven doors, stove tops or other cooking surfaces

damage including chips, scratches, surface cracks or where the fracture in the glass does not extend through its entire thickness

Continued next page...

Insured Event	We'll cover	We won't cover
Accidental breakage of glass or sanitary fixtures (continued)	if you have contents cover, accidentally broken glass that forms part of: • furniture; • mirrors; and • relocatable light fittings	<ul> <li>damage to:</li> <li>glass forming part of a picture or television; or</li> <li>items normally carried by hand such as crockery, glassware, glass vases and ornaments</li> </ul>
Vandalism or malicious act	damage caused by vandalism or malicious act including vandalism or malicious act by tenants or paying guests  Note: As soon as reasonably possible after the vandalism or malicious act, you must report the incident to the police and provide details of the report to us. See What you must do after an incident for more information.  Note: See Bond money and security bonds for how bond money or a security bond is applied to claims for loss or damage for which your tenant or paying guest is responsible.	<ul> <li>damage caused by vandalism or malicious act:</li> <li>by you or someone with your consent; or</li> <li>by anyone with whom you're legally required to have a lease agreement but you don't have one</li> <li>chemical contamination by an illegal or controlled drug caused by your tenant. But see the cover under Standard Feature - Chemical decontamination costs</li> </ul>

Insured Event	We'll cover	We won't cover
Collision	damage caused by any of the following items (or any part of them, or anything carried by them) colliding with your property:  a train;  a vehicle, trailer or caravan;  any watercraft;  a hovercraft;  an aircraft;  a spacecraft, a satellite or any space debris; or  a television, radio or satellite aerial including their masts or fittings	damage caused by wheels, tyres or the weight of a vehicle to fixtures such as paths, driveways, bridges, culverts or underground pipes, cables or utilities  A 'culvert' is a tunnel or bridge-like structure that allows water to flow under a path, driveway or road for example  costs of repairing television, radio or satellite aerials, fittings or masts that caused the damage
Falling tree or branch	<ul> <li>damage caused by a falling tree or branch</li> <li>the reasonable costs:</li> <li>to remove fallen trees or branches that caused the damage and take them to the nearest permissible dumping ground;</li> <li>to fell or prune the tree or remove it or part of it, if recommended by a suitably qualified professional due to the risk of further impending damage; or</li> <li>to treat the stump to prevent further growth</li> </ul>	damage caused by tree lopping, pruning or felling by you or done with your consent the cost of removing the stump

The cover		
Insured Event	We'll cover	We won't cover
Burnout of electric motors	damage to an electric motor in a domestic machine or appliance if it has been burnt out by an electric current. We'll pay the reasonable cost to repair or replace:  • the electric motor; or  • the compressor containing the motor; or  • the sealed unit (including regassing where necessary) if the electric motor is inside a sealed unit; or  • a water pump together with its electric motor, if it's not possible to replace just the electric motor.  If the electric motor is in a machine or appliance and it cannot be repaired or replaced or if it's uneconomical to do so, we will pay the replacement cost of an equivalent machine or appliance.	motors more than 10 years old  leakage of refrigerant gas and maintenance of refrigerant dryers  the cost of retrieving, removing or replacing the pump section of pool or pressure pumps  the cost of retrieving or re-installing submerged or underground pumps or their driving motors  hiring a replacement machine or appliance  repairing or replacing:  • motors under manufacturers' guarantee or warranty;  • motors forming part of equipment used for earning any income by you;  Equipment used for earning an income may be insurable under a business insurance policy  • electronic controllers or other electronics;  • parts in a television, microwave oven, electronic equipment,

control panels or similar device or instrument;

Insured Event	We'll cover	We won't cover
Burnout of electric motors (continued)		<ul> <li>starter switches, lighting or heating elements, fuses, electrical contacts or protective devices; or</li> <li>transformers.</li> </ul>
Damage by animals (including birds)	damage caused by an animal colliding with your property  damage caused by an animal accidentally trapped inside the living area of your residential building  For example, if a brush turkey were to enter your rental property through a cat flap it may cause damage if it's unable to find its way back out	<ul> <li>any animal knowingly allowed on to or permitted to remain at the property address by you;</li> <li>your tenants' pets other than as covered under the Standard Feature - Damage by tenants' pets;</li> <li>insects (at any stage of their lifecycle); or</li> <li>vermin or rodents damage:</li> <li>within a roof cavity, an enclosed crawl space or a storage cage;</li> <li>to the outside of your buildings; or</li> <li>to any contents in the open air</li> <li>caused by an animal:</li> <li>eating;</li> <li>chewing;</li> <li>pecking;</li> <li>scratching;</li> <li>Continued next page</li> </ul>

Insured Event	We'll cover	We won't cover
Damage by animals (including birds) (continued)		<ul><li>soiling;</li><li>fouling; or</li><li>polluting in any way.</li></ul>
Explosion	damage caused by an explosion damage caused by landslide and/or subsidence that happens within 72 hours of, and as a direct result of the <b>Explosion</b>	For example, we won't pay to replace a hot water system, solar heater or water tank that exploded
Riot	damage caused by riot, civil commotion, industrial or political demonstration	
Accidental damage  This includes cover for accidental damage by your tenants or paying guests.	If we insure your buildings:  accidental damage to your buildings; and  damage caused by power surge confirmed by an appropriately qualified contractor  If you think you may have a claim for power surge, please call us on 133 723 before you contact anyone to make repairs.	<ul> <li>damage caused by anything excluded under any section of your policy, including:</li> <li>anything in the 'We won't cover' column of the Insured Events table</li> <li>anything in the 'But not' column of the Standard Features tables; and</li> <li>the General Exclusions damage to garden appliances while being used</li> </ul>

<b>Insured Event</b>	We'll cover	We won't cover
Accidental damage (continued)	If we insure your contents:  • accidental damage to your contents;  • damage caused by power surge confirmed by an appropriately qualified contractor; and	accidental damage caused by anyone with whom you're legally required to have a lease agreement but you don't have one
	If you think you may have a claim for power surge, please call us on 133 723 before you contact anyone to make repairs.	
	<ul> <li>accidental loss of your contents that can't be recovered after you have taken reasonable steps to try to find or recover them.</li> </ul>	
	Note: See Bond money and security bonds for how bond money or a security bond is applied to claims for loss or damage for which your tenant or paying guest is responsible.	

### **Standard Features**

If we agree to pay a claim for an *incident*, we will also pay the Standard Features described in the table below where the need arises due to that *incident*. These Standard Features are payable as part of *your* sum(s) insured, unless otherwise indicated. There is no excess payable for these Standard Features as *you* will already be paying the applicable excess for the *incident*.

Whether the Standard Features apply to *buildings* cover, *contents* cover or both is indicated in the first column of the table.

## Standard Feature We will... **But not...** pay the reasonable cost without our prior consent, of emergency temporary unless it's an emergency repairs necessary to make (e.g. where further damage **Emergency** your property safe and is likely to occur) and you're temporary repairs prevent further damage unable to contact us Buildings cover due to the incident Contents cover For example, the cost of a tradesperson to secure a tarpaulin over a hole in the roof to prevent rainwater entering the buildings If possible and where it's safe to do so, contact us first for our assistance

Standard Feature	We will	But not
Temporary storage of contents  X Buildings cover  ✓ Contents cover	pay the reasonable cost to move your undamaged contents into storage and store them for as long as they can't be kept at the property address due to the incident, up to the lesser of:  costs incurred up to 24 months from the time of the incident; or  20% of your contents sum insured	costs to store items outside Australia
Mortgage discharge  Buildings cover  Contents cover	pay up to \$2,000 towards the reasonable legal and administrative costs where you need to discharge the associated mortgage, if your buildings at the property address are a total loss  This is payable in addition to your buildings sum insured.	

### **Standard Feature**

### We will...

### **But not...**



# Environmental upgrades - contents

- X Buildings cover
- Contents cover

pay up to \$500 towards the additional cost of replacing a fridge, freezer, washing machine or dishwasher with one that has similar features and a better environmental rating if:

- we've accepted your claim and agreed to replace the item; and
- you'd like a more environmentally friendly appliance

For example, if we've agreed to pay a claim to replace your two star energy-rated washing machine, we'll pay up to an additional \$500 to replace it with a similar one with a better energy rating

The most *we'll* pay is \$2,500 in total per *period* of insurance.

### <del>(</del>



# Environmental upgrades - buildings

- Buildings cover
- X Contents cover

#### if∙

- your buildings are a total loss and we have agreed to rebuild them: and
- you'd like to make improvements to your replacement building to make it more environmentally friendly

costs in addition to your buildings sum insured for replacement of items or equipment which was already installed in or on your buildings

Standard Feature	We will	But not
Environmental upgrades - buildings (continued)	pay up to \$2,500 of the cost to you, after the deduction of any rebate to which you are entitled under any government or council scheme, to purchase and install any of the following:	
	<ul> <li>a rainwater tank         (including the tank and         necessary pump, wiring,         foundations, stand and         pipes);</li> </ul>	
	<ul> <li>a solar power system, solar hot water heating system or photo-voltaic electricity system (including any photo- voltaic or solar panels and necessary water tank, pump, wiring, supporting framework, inverter, electricity meter, ducting and pipes);</li> </ul>	
	<ul> <li>a hot water heat exchange system (including the heat exchange system and necessary wiring, stand and pipes); or</li> </ul>	
	<ul> <li>a grey water recycling system (including the recycling system, wiring and pipes)</li> </ul>	

### **Standard Feature**

### We will...

### **But not...**



### Loss of rent formal lease

- Buildings cover
- Contents cover only where you're a strata lot owner

If you have buildings cover: pay up to the lesser of:

- 24 months from the time of the *incident*; or
- 20% of your buildings sum insured

towards the actual rent you lose, based on your current lease agreement, for the period your rental property is unliveable due to an incident for which we agree to pay a claim.

If we've accepted your buildings claim but you decide not to rebuild, we'll only pay the rent you would have lost for the time it would have taken to repair or replace your buildings.

If you are a strata lot owner with contents cover only:

pay up to the greater of:

- 20% of your contents sum insured, or
- \$25,000

towards the actual rent you lose, based on your current lease agreement, for the period for which your rental property is unliveable due to an incident for which we agree to pay a claim.

if the rental property has been untenanted for 90 or more consecutive days immediately before the incident

for any fees or commissions normally charged by the estate agent for renting out and/or managing your rental property

#### **Standard Feature** We will... **But not...** Loss of rent -If at the time of the incident, formal lease the rental property was (continued...) untenanted, we will only pay for loss of rent if you can demonstrate that you were actively seeking a tenant. In this case, we will base the lost rent amount on your most recent lease agreement. This is payable in addition to your sum insured. pay up to \$25,000 towards: for any fees or commissions normally charged by the • the actual rent you lose; or holiday rental platform for Loss of rent - the rent you are expected things such as: casual let to lose registration, cleaning or Buildings cover for as long as your rental advertising: or Contents cover property is unliveable due managing or renting out only where you're to an incident for which we the rental property a strata lot owner agree to pay a claim. any rent lost more than The most we will pay is the 12 months after the incident rent you expect to lose over occurred a period of 12 months from the date that the property became unliveable, calculated as set out below. We will calculate the amount we will pay you, as follows: for the first month, the actual rent lost\* as a result of confirmed bookings being cancelled due to the damage; and Continued next page...

<sup>\*</sup>The actual rent lost is calculated at the same rate and for the same period of time confirmed in those cancelled confirmed bookings.

Standard Feature	We will	But not
Loss of rent - casual let (continued)	<ul> <li>for any period after the first month, the greater of:</li> <li>the actual rent lost* as a result of confirmed bookings in that period being cancelled due to the damage; or</li> <li>the rent you would have received during that period, based on</li> </ul>	But not
	paid bookings during the same period in the previous year.  However, if you have not owned the property for 12 months or the paid bookings during the previous year are not reflective of the rent you would have received, for example, where your property has been upgraded or you have recently started renting the property out on a casual let basis, we will base this calculation on the rent of a similar	
	property in a similar area	

<sup>\*</sup>The actual *rent* lost is calculated at the same rate and for the same period of time confirmed in those cancelled confirmed bookings.

Standard Feature	We will	But not
Loss of rent - casual let (continued)	You must be able to prove that the rental property would have been available for rent during the period for which you're claiming loss of rent.	
	You could prove that your rental property would have been available for rent through advertisements or by demonstrating availability on the holiday rental platform(s) used.	
	If we've accepted your buildings claim but you decide not to rebuild, we'll only pay the rent you would have lost for the time it would have taken to repair or replace your buildings.	
	This is payable in addition to <i>your</i> sum insured.	

#### The cover

Unlike the Standard Features in the previous table, *you* can make a claim for the following Standard Features even if the claim is not connected to an *incident* for which *we* have agreed to pay a claim. They are payable as part of *your* sum(s) insured. The loss or *damage* must occur during the *period of insurance*.

In some cases, *you* will have to pay an excess when *we* agree to pay a Standard Feature. This is indicated in the table below. Where *we* state that no excess is payable, this relates only to the Standard Feature. If *you* are also claiming for *damage* where an excess is payable, then *you* will still need to pay an excess for that claim.



For example, if tiles for *your* new kitchen floor are being kept in the back yard and they're the only thing *damaged* during a *storm*, *you* will not have to pay an excess under the Standard Feature - **Building materials awaiting installation**. If, however, *we* agree to pay a claim for *damage* to *your rental property* caused by the same *storm*, *you* will have to pay an excess for that *storm* claim.

#### **Standard Feature**

#### We will...

#### **But not...**



## **Building materials** awaiting installation

- Buildings cover
- X Contents cover

pay up to \$2,000 towards the cost of loss or *damage* caused by one of the Insured Events to *your*:

- building materials awaiting installation and which you intend to use for repairs, alterations or additions at your property address; and
- gas or electrical appliances intended to become fixtures.

We'll only pay this benefit once in the *period of insurance*.

No excess is payable for this Standard Feature.

loss of or damage to:

- soil, sand, gravel, bark, mulch or similar materials; or
- gas or electrical appliances, unless they're in a locked and fully enclosed building at your property address.

#### **Standard Feature**

#### We will...

#### **But not...**

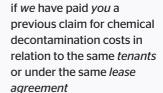


## Clean up costs following a death

- Buildings cover
- Contents cover

pay up to \$35,000 in total in any one period of insurance for the necessary and reasonable costs of cleaning up and fumigating your rental property following the death of a tenant or paying guest

An excess is payable for this Standard Feature.



if you are legally required to have a lease agreement but you don't have one

if you or your agent conducted an inspection and a reasonable person in the circumstances would have been aware of the manufacturing, distribution or storage of drugs and you or your agent didn't report it to the police as soon as reasonably possible



# Chemical decontamination costs

- Buildings cover
- Contents cover



If we agree to pay a claim under this feature, you may also be able to make a claim under the Standard Feature

formal lease.

pay up to \$35,000 in total in any one period of insurance towards the necessary and reasonable costs of decontaminating your rental property if it's unliveable due to chemical contamination as a result of any illegal or controlled drug manufacturing, distribution or storage by your tenants during the period of insurance.

We will only pay for chemical decontamination if

- you are renting out your rental property under a formal lease;
- you or your estate agent inspect the rental property at least every six months:

Continued next page...

The cover		
Standard Feature	We will	But not
Chemical decontamination costs (continued)	<ul> <li>you report the manufacturing, distribution or storage of drugs to the police as soon as you become aware of it (unless the police discover it first); and</li> </ul>	
	<ul> <li>an assessment, in accordance with the relevant state, territory or national government authority guidelines, confirms that chemical decontamination is required by those guidelines.</li> </ul>	
	We will only pay for chemical decontamination to the level required by the applicable state, territory or national government authority guidelines.	
	If you are required to pay for the assessment that confirms chemical decontamination is required, we will also pay the assessment costs.	
	Note: See Bond money and security bonds for how bond money is applied to claims for loss or damage for which your tenant is responsible.	
	An excess is payable for this Standard Feature.	

#### **Standard Feature**

#### We will...

#### **But not...**



## Damage by tenants' pets

- Buildings cover
- Contents cover

pay up to \$4,000 during any one period of insurance, for damage caused by tenants' domestic pets, provided that you or your estate agent inspect the rental property at least every six months.



This feature only applies to *tenants' pets* and not *paying guests'* pets.

Note: See Bond money and security bonds for how bond money is applied to claims for loss or damage for which your tenant is responsible. We will also deduct from any claim, the pet bond you actually collected or, if you didn't collect one, the maximum amount you could have legally collected as a pet bond.

An excess is payable for this Standard Feature.

if you are legally required to have a *lease agreement* but you don't have one

#### Standard Feature

#### We will...

#### **But not...**



#### Loss of rent due to forced evacuation by government authority

- Buildings cover
- Contents cover only where you're a strata lot owner

pay towards the actual rent you lose, for as long as a government authority prohibits your tenants or paying guests from using the rental property because of one of the following:

- a burst water main;
- a bomb threat or bomb damage;
- a riot:
- emergency services
   refusing access to or
   evacuating your rental
   property for safety
   reasons due to the
   immediate threat of
   physical damage to your
   rental property caused
   by an Insured Event listed
   in this policy

up to a maximum of 60 days.

For a *formal lease*, we will calculate the amount we pay, based on *your* current *lease agreement*.

For a casual let, we will calculate the amount we pay, based on the actual rent lost\* as a result of confirmed bookings being cancelled.

pay for loss of rent if the rental property has been untenanted for 90 or more consecutive days immediately before the evacuation or prevention of use

if it's a formal lease:

for any fees or commissions normally charged by the estate agent for renting out and/or managing your rental property

if it's a casual let:

for commissions normally charged by the *holiday* rental platform for things such as:

- registration, cleaning or advertising; or
- managing or renting out the rental property

any rent lost more than 60 days after the evacuation or prevention of use

pay for loss of *rent* if it is caused by, arises from or is in connection with any communicable or contagious disease

<sup>\*</sup>The actual rent lost is calculated at the same rate and for the same period of time confirmed in those cancelled confirmed bookings.

Standard Feature	We will	But not
Loss of rent due to forced evacuation by government authority (continued)	This is payable in addition to <i>your</i> sum insured.  An excess is payable for this Standard Feature.	
Damage by emergency services  Buildings cover  Contents cover	cover damage at the property address caused by government emergency services in the execution of their duty  No excess is payable for this Standard Feature.	if the damage arises from or is in connection with activities of emergency services in relation to suspected or actual criminal conduct by you or someone with your consent if you were aware your tenants were involved in criminal activities that led to the damage and you didn't report it to the police as soon as reasonably possible

## **Rent Default by Tenant option**

Cover is only available and we will only pay under this option if you have tenants under a formal lease.

If we agree, you can choose to add the Rent Default by Tenant option for an additional premium.

This cover is not available and we will not pay under this option for casual lets.

Whether we agree to provide the option will depend on our underwriting rules and processes at the time. If the Rent Default by Tenant option has been added to your policy, it will be shown on your Certificate of Insurance.

If you choose to add the option during the period of insurance, it will only apply:

- once you've paid us the additional premium or, if you're paying in instalments by direct debit, the instalments have been adjusted to reflect the additional premium; and
- from the effective date shown on your Certificate of Insurance.

### What you're covered for

You are covered for the following events if they first occur during the *period of insurance*.

#### **Event**

#### Rent default - tenant leaves

We will pay the actual rent you lose if your tenant fails to pay rent in accordance with the lease agreement and they:

- leave your rental property before the end of the tenancy period stated in the lease agreement and do not give you or your estate agent the required notice; or
- are legally evicted from your rental property.

### The most we will pay

The maximum total amount we will pay where there's a fixed lease in place is:

- \$15.000: or
- 15 weeks' rent

whichever is the lesser.

However, if there is a *periodic tenancy* the maximum total amount we will pay for is 2 weeks' rent.

**Note:** Under no circumstances will *we* pay more than \$15,000 for **Rent default - tenant leaves**.

#### **Event**

#### The most we will pay

#### **Failure to vacate**

We will pay the actual rent you lose, if your tenant fails to pay rent in accordance with the lease agreement and refuses to vacate the rental property after an order for eviction or possession has been served on them by a legal authority such as a bailiff. court or tribunal.

The maximum total amount we will pay for is:

- \$15.000: or
- 15 weeks' rent

whichever is the lesser.

## Death, murder or suicide at the property address

We will pay the actual rent you lose because your rental property is unliveable as a result of:

- the death of your tenant; or
- suicide, murder or attempted murder, at the property address.

The maximum total amount we will pay for is:

- \$15,000; or
- 15 weeks' rent

whichever is the lesser.

## Release from lease obligation due to hardship or family domestic violence

We will pay the actual rent you lose because a court or tribunal has released your tenant from their obligation to pay rent due to hardship or family domestic violence.

The maximum total amount we will pay is:

- \$6.000: or
- 6 weeks' rent

whichever is the lesser.

If more than one of the above events occurs, we will only pay for one event. We will pay the event that pays the higher amount.

We will not pay for any *rent* once *you* start receiving *rent* payments again for the *rental property*.

#### The cover

## Legal costs we pay when you make a claim under the Rent Default by Tenant option

We will also pay up to a maximum total of \$6,000 towards your reasonable and necessary legal costs to:

- legally evict tenants; or
- recover amounts owed to you by your tenants; or
- otherwise minimise a loss under this option.

### Other conditions applicable to the Rent Default by Tenant option

Note: These conditions do not apply to the event **Death, murder or suicide at the property** address.

If rent is in arrears at the time you buy this option:

- cover does not apply to those arrears; and
- cover does not start until a period of 4 consecutive weeks passes without rent arrears.

We will only pay once under this option in any one *period of insurance* for a claim relating to the same *tenant* or under the same *lease agreement*.

We will only pay a claim when *you* have taken all reasonable steps legally available to *you*, including under the relevant residential tenancy legislation, to minimise any loss and evict the *tenant*.

We will not pay any lost *rent* if *you* breached the *lease agreement* and *you* or *your* agent were notified of the breach, did not take reasonable steps to fix the breach, and the breach resulted in the circumstances leading to *your* claim under this option.

## Bond money - deduction from claims under the Rent Default by Tenant option

If you make a claim under this option, the amount payable to you under the claim will be reduced as follows:

#### If you've collected bond money equal to 4 weeks' rent or more

We will reduce your claim by the lesser of:

- the bond money; or
- what's left of the bond money after you've paid for any expenses you were legally
  entitled to deduct from it (for example clean-up costs, costs to repair damage caused
  by the tenants or re-letting expenses).

#### If the bond money held is less than 4 weeks' rent

If you only hold some of the bond money that you were legally entitled to collect, we'll reduce your claim by the lesser of:

- · 4 weeks' rent; or
- what's left of 4 weeks' rent after you've paid for any expenses you were legally entitled
  to deduct from the bond money held (for example clean-up costs, costs to repair
  damage caused by the tenants or re-letting expenses) up to the maximum amount of
  the bond money held.

#### If you haven't collected bond money or you've refunded all of it to your tenants

If you haven't collected bond money, or you've refunded all of it to your tenants, we will reduce your claim by an amount equal to 4 weeks' rent.

Note: Excess(es) will still apply.

## What you're not covered for under the Rent Default by Tenant option

We will not pay you for any reduction in rent:

- that you agree with your tenant; or
- arising out of any changes in economic conditions or the rental market, or any factors affecting the rental value of *your rental property*.

We will not pay for any fees or commissions normally charged by the *estate agent* for renting out and/or managing *your rental property*.

We will not pay for any lost *rent* if it is caused by, or arises from or in connection with, any communicable or contagious disease.

## **Legal liability**

In this legal liability section only, the following words and terms appear in italics and have these special meanings:

'you' or 'your' means the *insured*, and any *family* members who normally live with the *insured*.

'damage to property' means physical loss, destruction or damage to physical property belonging to someone other than *you*, including the loss of its use.

'personal injury' means physical, mental or psychological harm including disease or disability, suffered by someone other than *you*, and/or death.

'occurrence' means an event, including continuous or repeated exposure to substantially the same general conditions which results in *personal injury* or *damage to property*. We regard all *personal injury* or *damage to property* arising from one original source or cause as arising from one *occurrence*.

## If you have buildings cover or you are a strata lot owner with contents cover only

We'll cover your legal liability for:

- personal injury; and
- damage to property

arising from an occurrence during the period of insurance at the property address.

For example, you may be found liable to pay compensation when a tenant falls and is injured at the rental property.

## Standard Feature - Legal liability extension if your buildings are a total loss

If you have buildings cover under this policy, we will continue to cover your legal liability in relation to the property address if your buildings are a total loss:

- until the original expiry date of the policy; or
- for up to 6 months from the date of the incident;

whichever happens later.

However, legal liability cover will end immediately during this period if:

- any construction commences at the property address;
- the land at the property address or any part of it is sold; or
- another policy that includes similar liability cover is taken out in relation to the property.

## What you're not covered for under legal liability

We don't cover legal liability for:

- personal injury to:
  - o vou: or
  - o anyone employed by you if the personal injury arises out of their employment; or
- damage to property owned by you or your employees.

#### We don't cover:

- fines, penalties, or punitive, aggravated, multiple or exemplary damages (including interest and cost):
- claims that could be made under any workers' compensation legislation, industrial award or agreement, or statutory accident compensation scheme;
- legal liability under the terms of a contract or agreement you enter into (including any lease agreement or short term rental agreement). However, we will cover your legal liability if you would have been liable at law without the contract or agreement;
- loss or legal liability caused by or arising from any pregnancy; or
- anything that is excluded by the General Exclusions.

We won't cover loss, damage or legal liability arising from or in connection with:

- the actual or alleged use or presence of asbestos;
- any gradual contamination or pollution of the land, air or water;
- email, malicious software of any kind, web sites or services;
- destruction of or damage to property by any government or public or local authority;
- the ownership of any land, buildings or permanent structures other than at the property address. If you have insured your contents only, then you are not covered for any legal liability arising from the ownership of any land, buildings or permanent structures:
- breach of copyright or an act of libel, slander, defamation, malicious falsehood or assault:
- reckless, deliberately harmful or damaging acts by you or a person with your consent unless the action was reasonable and necessary to prevent or reduce loss or damage to property or injury to persons;
- vibration of land, buildings or other property;
- the weakening of, removal of, or interference with support to land, buildings or other property;

## What you're not covered for under legal liability (continued...)

- building work, or construction or demolition of a building at the property address if the commercial value of the work exceeds:
  - \$50,000 where you're the owner builder; or
  - \$100,000 where a registered builder or contractor is doing the work;
- the conduct of any activity carried out by you for reward (except for renting out your rental property for domestic purposes); or
- the ownership, possession, or use of any:
  - aerial device or aircraft including kites or model aircraft or drones;
  - aircraft landing area;
  - hovercraft:
  - motor vehicle, motorcycle, motor scooter, caravan or trailer except for garden appliances that don't need to be registered; or
  - watercraft.

## The most we'll pay

The most we'll pay for your legal liability arising from any one occurrence or series of related occurrences is \$30 million. This includes GST and any legal costs of investigating, defending or settling the claim that we first approve.

**Note:** We have the right to appoint our lawyers to represent you. See **Claims administration**, going to court, recovery action and legal liability claims.

No excess applies for legal liability claims.



If you're also claiming for damage to your buildings and/or contents as a result of the same event, then you will still need to pay an excess for that claim.

# General exclusions

## Intentional, reckless or fraudulent acts

There is no cover under any section of *your* policy for any claim, loss, cost, *damage*, injury, death or legal liability, that is caused by, or arises from or in connection with, any intentional, reckless or fraudulent acts or omissions by:

- you;
- anyone acting with your express or implied consent; or
- anyone who owns the buildings or contents insured under this policy to any extent.

## **Illegal activity**

There is no cover under any section of *your* policy for any claim, loss, cost, *damage*, injury, death or legal liability, that is caused by, or arises from or in connection with any illegal activity *you* are involved in, including but not limited to:

- you illegally keeping explosives, flammable or combustible substances at the property address:
- hazardous materials if they are not stored, used or disposed of legally and in accordance with the manufacturer's directions:
- · weapons, firearms and ammunition if they are not stored and used legally; or
- the illegal supply of drugs or alcohol.

We will not cover your property if:

- it is rented out on a casual let basis and this is not in accordance with laws such as
  those relating to local government, council or any authority's zoning or land usage
  requirements, or the by-laws or constitution of a strata body corporate, as applicable;
- you are aware or should reasonably be aware, that the use of the rental property or
  any part of the rental property is not in accordance with laws such as those relating to
  local government, council or any authority's zoning or land usage requirements, or the
  by-laws or constitution of a strata body corporate.

## **Reasonable actions and precautions**

There is no cover under any section of *your* policy for any claim, loss, cost, *damage*, injury, death or legal liability, to the extent that it is caused by or arises from *you*:

- not taking reasonable care to protect and maintain the insured property;
- not taking reasonable steps to minimise the cost of any claim under your policy; or
- not complying with all laws relating to the safety of a person or property.

## **Condition of your rental property**

There is no cover under any section of *your* policy for any claim, loss, cost, *damage*, injury, death or legal liability caused by or arising from:

- your failure to fix:
  - a defect;
  - a structural fault;
  - o a design fault; or
  - faulty workmanship

as soon as is reasonable after *you* become aware of it, or a reasonable person in the circumstances would have become aware of it:

- your failure to fix damage that existed prior to the incident or occurrence as soon as
  is reasonable after you become aware of the damage, or a reasonable person in the
  circumstances would have become aware of it;
- your rental property not being structurally sound, watertight, secure, well maintained and in a good state of repair, for example where:
  - gutters overflow and cause water damage due to a build-up of leaves or other debris:
  - wind, rain or hail entering the buildings due to part of the roof being rusted through.

However, this **Condition of your rental property** exclusion applies only to the extent that the relevant claim or loss, *damage*, injury or death, cost or legal liability is caused by, arises from or is made worse by one or more of the above circumstances, and *you* knew or a reasonable person in the circumstances would have known that the relevant condition of the *rental property* may cause, give rise to or make worse the claim or loss, *damage*, injury or death, cost or legal liability.

## Condition of your rental property (continued...)

There is no cover under any section of *your* policy for any claim, loss, cost, *damage*, injury, death or legal liability caused by or arising from renovations, alterations, additions or repairs undertaken or authorised by *you*, where *you* were aware or a reasonable person in the circumstances would have been aware that the work did not comply with building laws or regulations and, for a *strata lot owner*, any strata by-laws or constitution of a *strata body corporate*.

There is no cover under any section of *your* policy for any:

- wear, tear, depreciation, rust, oxidisation, corrosion, fading;
- defect, structural fault, design fault or faulty workmanship;
- rising damp, seepage, mould, mildew, rot; or
- gradual deterioration due to action of light, air, sand, sea salt, sea water, or atmospheric or climatic conditions.

For example, worn carpets or scratched floors in high traffic areas, faded curtains due to sunlight, or scratches in a kitchen benchtop that would be expected from normal use.

For example, the gradual weathering of brick, mortar or concrete or the breakdown of grouting or tile adhesive over time

#### **Construction works**

There is no cover under any section of *your* policy for any claim, loss, cost, *damage*, injury, death or legal liability, that is caused by or arises from *buildings* under construction or undergoing renovations, alterations, additions or repairs that:

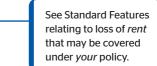
- involve removal of any part of the roof or an external wall; or
- impact the structure of a building such as removing or changing supporting walls, underpinning, foundations or piers.

If you are removing the roof, or removing or changing supporting walls, underpinning, foundations or piers in a residential *building* at the *property address*, we will cancel your policy and return any unused premium to you.

## Loss or damage indirectly related to your claim

This policy only covers claims, losses and costs directly related to *damage* from an Insured Event (such as the costs of repair or replacement) unless additional cover is specifically stated. Any other claims, losses and costs that are not directly related to *damage* from an Insured Event are not covered, such as but not limited to:

- any decrease in the value of your land or, if you are a strata lot owner, any decrease in the value of your strata lot or your share in relation to company title;
- any diminished value of your property after it's been repaired;
- any intangible losses including intellectual or sentimental value;
- the cost of hiring a replacement machine or appliance;
- loss of income (except for loss of rent from your rental property), loss of profits, or costs arising from any business interruption;



- medical expenses; or
- compensation for your stress or anxiety, inconvenience or loss of time.

However, if the claim is covered under **Legal Liability**, and *you* are ordered by a court or required by a settlement made in accordance with this policy to pay for a third party's indirect losses. *we* will cover those indirect losses.

## **Commercial management**

We do not cover properties managed by or used as serviced apartments, hotels, motels, resorts, inns or similar venues for accommodation.

## Other loss or damage

There is no cover under any section of *your* policy for any claim, loss, *damage*, cost, injury, death or legal liability that is caused by or arises from:

- an event occurring outside the period of insurance;
- any neglect, poor housekeeping or untidy, unclean or unhygienic living habits such as:
  - o odours including from pets, cigarettes or other smoking items;
  - liquid or food stains that have gradually built up over time; or
  - water damage to carpets, flooring or cabinets due to splashing from baths, showers or sinks:

however we will cover your legal liability caused by any of the above 3 points;

- any party, function or other event at the rental property while it's being rented out
  as a casual let, where there are more than 20 people in attendance at any one time,
  where such an event is not prohibited in the short term rental agreement or where
  you permit it;
- action of the sea:

extent it's covered under the Insured Event **Escape of water or other liquid**:

- earth movement except for landslide or subsidence where it occurs within 72 hours of, and as a direct result of, the following Insured Events:
- Storm, storm surge, rain, hail or flood; Escape of water or other liquid damage; For example, if *you* empty • Earthquake or tsunami; or *your* swimming pool or spa. Explosion; the pressure exerted on it hydrostatic pressure; by water in the surrounding ground due to heavy rain, can mechanical, electronic or electrical breakdown cause it to move, warp or lift other than under the Insured Event Burnout of out of the ground. electric motors, however, we will cover resultant damage to the extent it's covered under the Insured Event Fire: • insects, vermin or rodents, however, we For example, we will cover damage will cover resultant damage to the extent caused by fire due to a rat chewing it's covered under the Insured Events through an electrical wire Fire or Escape of water or other liquid: roots of trees, plants or shrubs, however, For example, we will cover damage we will cover resultant damage to the due to water escaping from pipes

damaged by tree roots

## Other loss or damage (continued...)

- a process of cleaning by you:
  - using any chemicals other than domestic household chemicals. (Domestic household chemicals include products that can be purchased from a supermarket or department store); or
  - where domestic household chemicals have been used but not in accordance with the manufacturer's directions for use:
- cancellation of a booking by you or a prospective paying guest under a casual let, except where the cancellation is due to the rental property becoming unliveable because of damage caused by an incident, or where loss of rent is covered under the Standard Feature - Loss of rent due to forced evacuation by government authority;



- any contagious or communicable disease;
- · fees payable in relation to:
  - repairing or rebuilding any part of your buildings where you were aware or a
    reasonable person in the circumstances would have been aware that they were
    illegally constructed. (You will be considered 'aware' if the illegal construction has
    been identified in any report received by you or as a result of any enquiries made by
    you, for example during the course of the purchase or conveyance of the property);
    or
  - a notice served on you by a statutory authority before the incident took place;
- loss of or damage to any information on your computer including any computer program caused by malicious software such as, but not limited to, a virus, worm, back door, trap door, ransomware or any computer hacking;
- or in connection with, any aerial device or aircraft including kites or model aircraft or drones; or
- changes in a right, title or interest in *your* property, for example due to a transfer, agreement or adverse possession.

There is no cover under any section of *your* policy for any:

- end-of-lease expenses such as cleaning, removal of tenants' property, re-letting expenses or removal of rubbish;
- damage covered under a manufacturer's or a supplier's guarantee or warranty (whether express or implied by law); or
- damage to your property while it's being cleaned, repaired, restored or altered by your estate agent or contractor.

## Operation of law, war, nuclear material or terrorism

There is no cover under any section of your *policy* for any claims, loss, cost, *damage*, injury, death or legal liability, that is caused by, or arises from or in connection with:

- compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;
- invasion, acts of foreign enemies, hostilities, war or war-like operations (whether war be declared or not), or civil war:
- mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion:
- any act of terrorism involving biological, chemical, nuclear or radioactive pollution, contamination or explosion.

#### Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose *us* to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

## **Laws impacting cover**

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is illegal for *us* to do so.

## **Multiple causes**

Where loss, damage, injury or death has two or more causes and at least one of those causes is excluded by this policy, we will not provide any cover, pay any claim or provide any benefit under this policy.



This section explains *our* claims process. For examples of how *we* pay claims under this policy, read *our* Landlord Insurance Additional Information Guide at **qbe.com/au** or call *us* on **133 723** for a copy at no charge by *us*.

Occasionally, circumstances beyond the control of *our* customers can prevent strict compliance with policy terms and conditions. If this happens to *you*, then *you* should speak to *us* about *your* situation. We will consider *your* situation and see how *we* can help *you*.

*You* can ask *us* if *your* policy covers a particular loss before *you* actually make a claim.

If relevant, please see our Financial Hardship and/ or Family and Domestic Violence policies available at **qbe.com/au** 

## What you must do after an incident

As soon as reasonably possible after an *incident you* must:

- take reasonable steps to:
  - prevent further loss or damage to your property and keep it secure;
  - o get the full name and address of each person involved; and
- report the *incident* to police if something was lost, stolen or deliberately *damaged* and provide details of the report to *us*. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss.

As soon as *you* can after the *incident*, call *us* on **133 723** to make *your* claim, or lodge it online at **qbe.com/au**. If the situation requires urgent attention, please call *us*. *We're* available 24 hours, 7 days a week.

If, as a result of an *incident*, *you* are in urgent financial need of the benefits *you're* entitled to under *your* policy, please call *us* as soon as possible to see how *we* can assist *you*.

## What you must not do after an incident

We reserve the right to reduce *your* claim payment if *your* actions after an *incident* increase the loss or liability. If *your* actions prevent *us* from recovering a claim payment from another person who would be liable to *you* for a loss or liability that *you* suffer, then we may refuse to pay *your* claim. To avoid *your* claim being delayed, reduced or refused *you* must not:

- admit fault or liability, except in a court or to police. Call us if you would like guidance;
- offer or negotiate to settle a claim against you;
- unnecessarily delay notifying us of the incident;
- enter into any agreement with anyone else which could limit the amount that could be recovered from them;
- agree not to seek compensation from any person liable to compensate you;



- authorise repairs without our consent, other than as covered in the Standard Feature Emergency temporary repairs. If you do, we may not cover them; or
- dispose of damaged items unless we've first agreed to this. This is so we can establish
  the cause or extent of the damage to quickly and accurately assess your claim.
   Call us on 133 723 if you would like guidance including where there is hazardous
  material present.

## **Cooperating with us**

You must provide reasonable assistance to us, including:

- being truthful and frank at all times;
- providing us with relevant information and documents we ask for, such as proof of purchase or repair quotes, if needed;
- telling us promptly if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- attending one or more interviews about the claim if we ask you to;
- appearing in court, giving evidence or providing a formal statement, if needed;
- making your property available for us to inspect or examine; and
- responding to our requests in a timely manner.

## Cooperating with us (continued...)

At all times *you* must refrain from behaving in a way that's improper, hostile or threatening towards *us*, *our* representatives, *our* suppliers or third parties involved in an *incident*.

If you don't cooperate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

### **Contribution and other insurance**

When making a claim, *you* must notify *us* of any other insurance that *you're* aware will or may, whether in whole or in part, cover any loss insured under *your* policy.

If at the time of any loss, *damage* or liability there's any other insurance (whether issued to *you* or any other person) which covers the same loss, *damage* or liability *you* must provide *us* with any reasonable assistance *we* require to make a claim for contribution from any other insurer(s).

## **Salvage**

If we pay a claim by replacing or paying to replace any items or materials, we're entitled to obtain and retain any items or materials salvaged or recovered. We may sell the items or materials and keep the proceeds. If you ask us, we may agree to sell the items or materials to you, provided you agree to pay the fair market value. This is the price we could get if we sold the items or materials to someone else who is willing and able to buy them. If there is no market for the items or materials, then we will base the amount on enquiries made to appropriately experienced or qualified third party professionals.

# What happens to your buildings and/or contents sum(s) insured after a partial loss?

Following payment of a claim, other than for a *total loss* claim, *your* sum(s) insured will remain unchanged unless *you* request otherwise.

## What happens after a total loss?

## **Buildings and/or contents**

Cover ends when we agree to pay your claim. However, we'll still pay for the following Standard Features if they apply to your cover, they are directly connected to the total loss and they continue to be relevant:

- Loss of rent
- Temporary storage of contents
- Environmental upgrade buildings
- Environmental upgrade contents
- Mortgage discharge

If you have buildings cover, we may continue to cover your legal liability in relation to the property address for a limited period. See Legal liability extension if your buildings are a total loss for details.

### Your premium after a total loss

If you paid your premium annually there is no premium refund.

If you paid in instalments – you will still need to pay the total of any remaining premium instalments for the *period of insurance*. If your policy comes to an end, depending on how we settle your claim, we will either deduct the total of all remaining instalments from your claim settlement or we will ask you to pay the total to us.

The total premium is payable and non-refundable because *you* have received the benefit of the cover *we* provide under the policy.

## Lender's rights

If we're settling your claim by paying you (instead of paying our repairer or other service providers), and you have used all or part of your buildings or contents as security for a loan from a lender, we reserve the right to pay all or part of the payment to the lender.

The amount we pay to the lender will be the lesser of:

- the amount owing to them (with any balance paid to you); or
- the amount we agree to pay in settlement of the secured property.

A payment made to a lender will satisfy our obligation to you for the amount paid.

For more information about other interests in your policy, see Interests in the policy.

## **Claim payments and GST**

We pay claims inclusive of GST unless the owner of the property is a business which is, or needs to be, registered for GST. In that case, we'll reduce the amount we pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim we pay.

There may be other taxation implications affecting *you*, depending upon *your* own circumstances. *We* recommend *you* seek professional advice.

# Claims administration, going to court, recovery action and legal liability claims

If you suffer loss or damage due to an incident for which someone else is responsible, you may have a legal right to recover some or all of the loss or damage from that person, including by taking legal action against them. When we pay a claim under your policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage. We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence.

When we do any of these things in your name, it will be at our expense but you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. You must not enter into any agreement with anyone else which could limit the amount that could be recovered, including joining class action proceedings, without our permission.

# Claims administration, going to court, recovery action and legal liability claims (continued...)

When we pay a claim and some of your loss isn't covered by your policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents and statements that support your loss and agree with us on how we'll handle that recovery. You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take.

If we successfully recover more than we paid you as settlement of your claim, we will first keep the amount we paid to you under the policy and the amounts we paid in administrative and legal costs spent towards making the recovery. If there is any amount remaining after this, we will pay you the remainder to compensate you for loss that was not insured. Finally, we will keep any remaining amounts.

If we determine that you've received a benefit under your policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover any amounts we paid to you under the policy as well as our reasonable administration, investigation and legal costs from anyone at fault in relation to the fraud.

When we agree to cover you for a legal liability claim, we may:

- arrange for a lawyer to represent you or we may act on your behalf;
- attempt to settle the claim; and/or
- defend the claim.

We will decide whether to defend or settle the claim and how much to pay to settle the claim.

## **Preventing our right of recovery**

If *you've* agreed with or told someone who caused *you* loss, *damage* or liability that *you* won't hold them responsible, then *we* won't cover *you* for that loss, *damage* or liability.

## Providing proof of ownership and value

In some cases we will ask you for proof that you owned the items you're claiming for and for documents or other information to assist us in assessing their value. Whether we ask for proof and, if we do, the types of documents we ask for may depend on the situation. So that your claim can be assessed, make sure you keep things like:

- · receipts or tax invoices;
- credit card or bank statements;
- guarantee or warranty certificates;
- valuation certificates for artworks, rugs and antiques; and
- photographs or video film of the item/s in your rental property.

If, after reviewing all the evidence about *your* claim that has been provided to *us*, *we're* not satisfied that *you* actually owned the items, *we* may refuse to pay *your* claim.

## Other information we may need to process your claim

Make sure you keep things like:

- any cleaning or repair quotes or receipts;
- receipts for expenses deducted from the bond money or security bond; and
- records of commissions payable to your estate agent or a holiday rental platform.

If you have a formal lease:

- lease agreements;
- bond receipts; and
- rent receipt records.

If you have a casual let:

- details of booking confirmations and payments received;
- details of the security bond, booking fees and deposits;
- receipts for cleaning fees; and
- records of cancellations.

If you rent your property out through a holiday rental platform, you should keep a record of any cancelled bookings just in case the holiday rental platform doesn't retain or provide you with access to these records.

#### How we settle claims

We only pay once for loss or *damage* caused by the same event covered by this policy even if that loss or *damage* is covered under more than one section of the policy.

## How we settle buildings claims

We'll normally pay our supplier the necessary and reasonable cost to repair, replace or rebuild the damaged parts of the buildings to a condition substantially the same as, but not better than, when new. Where this happens, you'll receive our **Lifetime guarantee** on buildings repairs.

#### If you don't use our supplier

We will pay you the reasonable cost to repair, replace or rebuild the damaged parts of your buildings to a condition substantially the same as but not better than when new if, for example:

- you decide to:
  - rebuild to a better standard; or
  - sell the land at the property address; and/or
  - o rebuild elsewhere:
- if it's not practical for us to repair, replace or rebuild your buildings due to the age, policy limit, inadequate sum insured, construction or condition of your buildings or if materials needed for repairs are not readily available; or
- if you choose to go with a supplier (which includes a repairer or builder) of your choice.

To assess the cost of the necessary work required to repair, replace or rebuild the *damaged* parts of *your buildings we* will, where possible, obtain a *scope of works* and a quote from *our* supplier. If *you* agree with this, we will then pay *you* the amount quoted by *our* supplier.

If you're not happy with the amount quoted by our supplier, or if we're unable to obtain a scope of works from our supplier, we'll ask you to provide us with a fully itemised scope of works and quote from a supplier of your choice for us to consider. We'll review these to ensure they cover the necessary work and are within market rates. To determine this, we'll consider the following:

- our supplier's scope of works and quote (if we were able to obtain it);
- our own data and experience with similar repairs, replacements or rebuilding;
- third party cost estimation sources; and
- your circumstances, including the location and attributes of your buildings.

#### Claims

#### If you don't use our supplier (continued...)

Following our review, we'll do one of the following:

- If we believe your supplier's scope of works and quote cover the necessary work and are within market rates, we'll pay you the amount quoted by them.
- If we believe your supplier's scope of works either omits or overstates aspects of the work required or their quote is significantly above market rates, we'll discuss this with you and/or them and seek agreement on the scope of works and quote.
  - If we come to an agreement with you or your supplier, we'll pay you the amount agreed.
  - If we're still unable to agree with you on the amount we'll pay you, we'll attempt to
    obtain a scope of works, quote or report (as required) from an alternative supplier
    we both agree on, and we'll review these together with you to arrive at a final scope
    of works and quote. If we're able to come to an agreement, we'll pay you the amount
    quoted by them.
  - If we're unable to agree on an alternative supplier, we believe the alternative supplier's scope of works either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.

When we pay you the reasonable cost to repair, replace or rebuild the damaged parts of your buildings, you will not be eligible for our **Lifetime guarantee on buildings repairs** because we won't have appointed the supplier or managed the works.

If your buildings sum insured is inadequate, we will only pay up to the sum insured or any applicable standard policy limits

#### **Building costs**

Whether we arrange the repairs, replacement or rebuilding or pay you the cost to complete the repairs, replacement or rebuilding we'll also pay the necessary and reasonable costs as part of your buildings sum insured:

This includes

to temporarily protect your property address;

for demolition:

to remove debris from your property address;

for an architect or surveyor; and

to comply with current building codes and statutory requirements.

This includes preventing access to limit the risk of theft, weather damage and injury

#### **Undamaged parts of your buildings**

We won't pay for any undamaged parts of *your buildings*, even to restore those undamaged parts to achieve a uniform appearance, other than to the extent set out in the table below in relation to internal *buildings damage* and under **Matching materials** following the table:

## **External buildings damage**

Damage to roofs, doors, gates and fences	We'll only repair or replace the individual tiles, roof sheeting, doors, gates or fence panels that were damaged.	
Damage to external walls	We'll only repair or replace the part of the wall that was damaged.	
Paths/driveways/ tennis courts etc.	We'll only repair or replace the areas that were damaged.	

### **Internal buildings damage**

Damage to internal flooring	We'll pay to repair or replace up to an existing change or join in the carpet, linoleum, floating floor or other fixed floor covering or to an archway, doorway or similar opening, whichever is closest to the damage.		
	We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide.		
	We won't pay to replace any undamaged carpet, linoleum, floating floor or other fixed floor covering in any other adjoining rooms, hallways or stairwells.		
Damage to internal walls	We'll only pay to repair or replace the damaged wall(s) including any wall coverings such as wallpaper or paint. We won't pay to replace the wall covering on any adjoining walls or in any adjoining rooms, hallways or stairwells.		
Damage to internal fixtures/ fittings	We'll pay to repair or replace fitted cupboards, sections of cabinets and sections of benchtops if they are continuously joined to, and made of the same material as, the damaged part.		
	• •		

#### Claims

#### **Matching materials**

If part of your rental property is damaged or destroyed by an Insured Event and we agree to pay your claim, or one of our suppliers has caused damage during exploratory work to locate the source of escaped water or other liquid, we'll match existing materials if they're commercially available in Australia when we repair, replace or rebuild the damaged property.

If not, we'll use the nearest equivalent materials that we can source locally. In this case, if the damage is inside your buildings, we will also pay up to \$1,000 to replace undamaged parts of the same room, hallway or stairwell (to the nearest doorway, archway, or other opening) so that it matches or complements the materials we've used. We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide (this is a common width of a doorway). If you're not satisfied with the nearest equivalent materials we source, we will pay you what it would have cost to repair, replace or rebuild with these materials.

#### Delays in repairing, replacing or rebuilding

If you delay repairing, replacing or rebuilding, for example by unreasonably delaying to review and approve documents necessary to effect the repair, replacement or rebuilding, for more than six months from the date when the claim was approved, we'll only pay the reasonable cost that would have been incurred to repair, replace or rebuild your buildings at the time the claim was approved. You may have to pay any increase in cost caused by your delay.

If you believe that, due to special circumstances, you have a reason to delay the repair, replacement or rebuilding for more than six months, we will give consideration to those circumstances, and we may:

- not charge you for any increase in cost caused by the delay; or
- pay the reasonable cost that would have been incurred to repair, replace or rebuild your buildings at the time the claim was approved.

#### Rebuilding at an alternative location

If your buildings are a total loss, you may choose to rebuild at another site in Australia. We won't pay you more than it would have cost to rebuild at your property address.

#### Lifetime guarantee on buildings repairs

We closely monitor the performance of *our* suppliers to help ensure the best outcome for *our* insureds. This enables *us* to guarantee that if *we* have:

- selected and authorised a supplier to replace, repair or rebuild your buildings; and
- paid, or have a legal liability to pay, the supplier, repairer or builder directly for this work:

and a defect arises in the lifetime of *your buildings* as a result of poor-quality workmanship or use of incorrect or poor-quality materials, *we'll* rectify the problem by arranging, authorising and paying for further replacement, repair or rebuilding.

We will handle any complaint about the quality or timeliness of the work or conduct of the repairer as part of *our* complaints handling process.

This guarantee does not apply to:

- replacements, repairs or rebuilding that you arrange, authorise or make yourself (even
  if we give you the name of a possible supplier (which includes a repairer or builder)
  who is involved with the repair, replacement or rebuilding);
- replacement, repairs or rebuilding that you arrange, authorise or make yourself (even
  if we give you or a supplier a cheque or other form of payment for all or part of the
  repair cost);
- loss, damage or failure of any electrical or mechanical appliances or machines that form part of your rental property;
- wear and tear consistent with normal gradual deterioration (e.g. paint peeling as part
  of its normal life cycle, wood rotting or mould from moisture in the air or ground, roofs
  weathering or a hot water system leaking as a result of normal gradual deterioration); or
- carpets, curtains and internal blinds.

#### **Fences**

When we agree to pay a claim for damage to a shared or dividing fence, we will pay no more than your proportion of costs for the repair or replacement in accordance with the relevant legislation relating to dividing fences, for example Dividing Fences Act or Dividing Fences and Trees Act or any similar legislation. Typically, your proportion of the cost will be 50% of the repair or replacement cost of the fence.

If there is no legislation in place in relation to the amount that *you* are liable for, with respect to the repair or replacement of dividing fences, then we will pay no more than 50% of the cost of repair or replacement of the shared or dividing fence.

#### Claims

#### Fences (continued...)

However, we will pay the full cost to repair, rebuild or replace the fence if:

- there's no neighbour who is liable to share the cost of repairing, rebuilding or replacing the fence; or
- the damage to the fence was caused by an Insured Event at your property address and you're liable to pay the full cost of repairing, rebuilding or replacing the fence.

We will pay no more than the cost to repair, rebuild or replace a fence of the same quality and specification as the fence which was *damaged*.

## The most we'll pay

The most we'll pay is your buildings sum insured plus any Standard Features payable on top of the buildings sum insured, less any applicable excesses.

Your buildings sum insured may be increased through the application of the Sum(s) insured adjustment feature or, if it's shown on your Certificate of Insurance, the Buildings Sum Insured Safeguard.

#### How we settle contents claims

If a *damaged* item can be repaired, *we'll* normally pay *our* repairer the necessary and *reasonable cost* to repair *your contents* item to a condition substantially the same as, but not better than, when new.

If it's not economical to repair the item, or it's been lost or stolen, *we'll* replace the item with a new one that's substantially the same where it's practical to do so.

If the policy limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most *we* will pay is the item limit or sum insured.

#### If you don't use our repairer, or we can't repair or replace the item

We will pay you the reasonable cost to repair or replace the lost, stolen or damaged contents to a condition substantially the same as, but not better than when new if, for example:

- you decide to replace those contents with items that are not substantially the same;
- you decide you do not want the contents repaired or replaced;

If you don't want an item repaired we will not pay to replace it; we'll pay what it would have cost to repair it. See How we determine the amount we'll pay if the item is repairable

#### If you don't use our repairer, or we can't repair or replace the item (continued...)

- if it's not practical for us to repair or replace your contents due to the age, style, type, condition or nature of your contents or if materials or skills needed for repairs are not readily and locally available;
- if you choose to go with a repairer of your choice.

If the policy limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most *we* will pay is the item limit or sum insured.

#### How we determine the amount we'll pay if the item is repairable

To assess the necessary work required to repair *damaged contents* items *we* will, where possible, obtain a report or quote from *our* repairer. If *you* agree with this, *we* will then pay *you* the amount quoted by *our* repairer.

If you're not happy with the amount quoted by our repairer, or if we're unable to obtain a report or quote from our repairer, we'll ask you to provide us with a report or quote from a repairer of your choice for us to consider. We'll review this to ensure it covers the necessary work and is within market rates. To determine this, we'll consider the following:

- our repairer's report or quote (if we were able to obtain it);
- our own data and experience with similar repairs;
- third party cost estimation sources; and
- your circumstances, including the location and attributes of your contents.

Following *our* review, *we'll* do one of the following:

- If we believe your repairer's report or quote covers the necessary work and is within market rates, we'll pay you the amount quoted by them.
- If we believe your repairer's report or quote either omits or overstates aspects of the work required or their quote is significantly above market rates, we'll discuss this with you and/or them and seek agreement on the report or quote.
  - If we come to an agreement with you or your repairer, we'll pay you the amount agreed.
  - If we're still unable to agree with you on the amount we'll pay you, we'll attempt to
    obtain a quote or report from an alternative repairer we both agree on, and we'll
    review this together with you to arrive at a final quote. If we're able to come to an
    agreement, we'll pay you the amount quoted by them.

#### Claims

#### How we determine the amount we'll pay if the item is repairable (continued...)

 If we're unable to agree on an alternative repairer, we believe the alternative repairer's report or quote either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.

If the policy limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most *we* will pay is the item limit or sum insured.

#### How we determine the amount we'll pay if the item is not repairable

For replacement items that are readily available including tools, devices and appliances, we will pay you an amount equal to the lowest price available to you from a reputable commercial retailer at the time we settle the claim.

If an item is not readily available, we'll pay you an amount equal to the lowest price available to you from a reputable commercial retailer at the time we settle the claim for an equivalent item with similar specifications and functionality.

#### How we determine the amount we'll pay if the item can't be replaced

If we can't repair the item, or it can't be replaced because of its antiquity or rarity, we'll pay the lesser of:

- the standard policy limit; and
- the fair market value based on enquiries made to independent and appropriately experienced or qualified professionals.

If your contents sum insured is inadequate, we will only pay up to the sum insured or any applicable standard policy limits.

## The most we'll pay

The most we'll pay in total for your contents is your contents sum insured, plus any Standard Features payable on top of the contents sum insured, less any applicable excesses.

Your contents sum insured may be increased through the application of the Sum(s) insured adjustment feature

#### How we settle claims for strata fixtures

We'll normally pay our supplier the reasonable and necessary cost to repair or replace the damaged strata fixtures to a condition substantially the same as, but not better than, when new.

#### If you don't use our supplier

We will pay you the reasonable cost to repair the damaged parts of your strata fixtures to a condition substantially the same as but not better than when new if, for example:

- it's not practical for us to repair your strata fixtures due to the policy limit, inadequate sum insured, age, construction or condition of your strata fixtures or if materials needed for repairs are not readily available; or
- you choose to go with a repairer or supplier of your choice.

To assess the cost of the necessary work required to repair the *damaged* parts of *your strata fixtures we* will, where possible, obtain a *scope of works* and a quote from *our* supplier. We can then pay *you* the amount quoted by *our* supplier.

If you're not happy with the amount quoted by our supplier, or if we're unable to obtain a scope of works from our supplier, we'll ask you to provide us with a fully itemised scope of works and quote from a supplier of your choice for us to consider. We'll review these to ensure they cover the necessary work and are within market rates.

To determine this, we'll consider the following:

- our supplier's scope of works and quote (if we were able to obtain it);
- our own data and experience with similar repairs or rebuilding;
- third party cost estimation sources; and
- your circumstances, including the location and attributes of your strata fixtures.

Following our review, we'll do one of the following:

- If we believe your supplier's scope of works and quote cover the necessary work and are within market rates, we'll pay you the amount quoted by them.
- If we believe your supplier's scope of works either omits or overstates aspects of the
  work required or their quote is significantly above market rates, we'll discuss this with
  you and/or them and seek agreement on the scope of works and quote.
  - If we come to an agreement with you or your supplier, we'll pay you the amount agreed.
  - If we're still unable to agree with you on the amount we'll pay you, we'll attempt to
    obtain a scope of works, quote or report (as required) from an alternative supplier
    we both agree on, and we'll review this together with you to arrive at a final scope of
    works and quote. If we're able to come to an agreement, we'll pay you the amount
    quoted by them.

Continued next page...

#### Claims

#### If you don't use our supplier (continued...)

 If we're unable to agree on an alternative supplier, we believe the alternative supplier's scope of works either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.

#### **Building costs for strata fixtures**

Whether we arrange the repairs or pay you the cost to complete the repairs, we'll also pay the reasonable and necessary costs

- for demolition:
- · to remove debris from your property address; and
- to comply with current building codes and statutory requirements.

#### **Undamaged parts of your strata fixtures**

We won't pay for any undamaged parts of *your strata fixtures*, even to restore those undamaged parts to achieve a uniform appearance other than to the extent set out in the table below:

#### Damage to internal flooring

We'll pay to repair or replace up to an existing change or join in the carpet, linoleum, floating floor or other fixed floor covering or to an archway, doorway or similar opening, whichever is closest to the damage.

We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide.

This is a common width of a doorway.

We won't pay to replace any undamaged carpet, linoleum, floating floor or other fixed floor covering in any other adjoining rooms, hallways or stairwells.

# Damage to internal walls

We'll only pay to repair or replace the damaged wall(s) including any wall coverings such as wallpaper or paint. We won't pay to replace the wall covering on any adjoining walls or in any adjoining rooms, hallways or stairwells.

# Damage to internal strata fixtures/ fittings

We'll pay to repair or replace fitted cupboards, sections of cabinets and sections of benchtops if they are continuously joined to, and made of the same material as, the *damaged* part.

#### Matching materials (applicable to strata lot owners)

If part of *your* property is *damaged* or destroyed by an Insured Event and *we* agree to pay *your* claim, *we'll* match existing materials if they're commercially available in Australia when *we* rebuild or repair the *damaged* property.

If not, we'll use the nearest equivalent materials that we can source locally. In this case, if the damage is inside your home, we will also pay up to \$1,000 to replace undamaged parts of the same room, hallway or stairwell (to the nearest doorway, archway, or other opening) so that it matches or complements the materials we've used. We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide (this is a common width of a doorway). If you're not satisfied with the nearest equivalent materials we source, we will pay you what it would have cost to repair with these materials.

If any replacement of undamaged property under this section needs the approval of a *strata body corporate*, then *we* only pay for the replacement (or pay *you* what the replacement costs) if *you* get that approval.

#### **Excesses**

In most cases, you'll need to contribute an amount towards the cost of any claims we agree to pay. Your contribution may be made up of one or more of the following excess types. There may be other excesses that apply in special circumstances. The excess types and amounts that apply to your policy will be shown on your Certificate of Insurance. For additional information about excesses and how they apply to your policy, read our Landlord Insurance Additional Information Guide at qbe.com/au or call us on 133 723 for a copy at no charge by us.

We will not apply an excess for legal liability claims.

## **Excess type**

## When it applies

#### **Basic Excess**

All claims unless otherwise stated

#### **Imposed Excess**

Where applicable, this excess is payable in addition to the Basic Excess.

This may apply due to *your* claims history

#### Renovation, Alteration, Addition or Repair Excess

This excess applies when:

- we have agreed to cover you whilst you're undertaking renovations, alterations, additions or repairs at the property address; and
- damage occurs that is covered by the policy under any of the following Insured Events:
  - Fire:
  - Explosion;
  - Escape of water or other liquid;
  - Accidental breakage of glass or sanitary fixtures; or
  - Accidental Damage

as a direct result of the work being carried out.

This excess is payable in addition to the Basic Excess and any other excesses that may apply.

#### **Excess type**

## When it applies

# **Unoccupied Property Excess**

This excess applies when:

- you do not tell us that your rental property will be unoccupied for more than 90 consecutive days; and
- you make a claim for an incident that occurs more than 90 days after your rental property was first unoccupied.

A different excess applies for each of the following periods when *your rental property* is *unoccupied*:

- 91-365 days
- 366 days or more.

This excess is payable in addition to the Basic Excess and any other excesses that may apply.

This excess is not applicable when *you* make a claim for *damage* caused by the following Insured Events:

- Riot:
- Lightning;
- Earthquake or tsunami:
- Collision: or
- Falling tree or branch.

## Unoccupied Property Excess for Agreed period

During an agreed period of unoccupancy, the Unoccupied Property Excess above will not apply.

This excess applies when:

- you've told us about, and we've agreed to cover you for, a period when your rental property is unoccupied for more than 90 consecutive days; and
- you make a claim for an incident that occurs more than 90 days after your rental property was first unoccupied.

This excess is payable in addition to the Basic Excess and any other excesses that may apply.

Continued next page...

Excess type	When it applies
Unoccupied Property Excess for	This excess is not applicable when <i>you</i> make a claim for <i>damage</i> caused by the following Insured Events:
Agreed period (continued)	• Riot;
(commuca)	• Lightning;
	Earthquake or tsunami;
	• Collision; or
	Falling tree or branch.

#### How we collect the excess

When an excess applies to *your* claim, *we'll* let *you* know when and how to pay the excess as this will depend on how *your* claim is settled. For example:

- If we repair or rebuild *your* property, we'll normally ask *you* to pay the excess to the repairer or supplier before they start the work.
- If we replace your property, we'll normally ask you to pay the excess to the supplier of the replacement item.
- In some instances, we'll ask you to pay your excess to us such as where a supplier is not able to accept an excess payment.
- If we pay you the reasonable cost to repair or replace your property, we will deduct the excess from the amount we pay you.

Pay your excess as soon as practicable, or call *us* should circumstances prevent *you* from paying *your* excess.

## **Bond money and security bonds**

#### Formal lease

If your tenants are responsible for damage to your property (including theft by your tenants and damage caused by their pets) the amount payable to you under a claim will be reduced as follows:

#### If you've collected bond money equal to 4 weeks' rent or more

We will reduce your claim by the lesser of:

- the bond money; or
- what's left of the bond money after you've paid for any expenses you were legally
  entitled to deduct from it (for example clean-up costs, rent lost or re-letting expenses).

#### If the bond money held is less than 4 weeks' rent

If you only hold some of the bond money that you were legally entitled to collect, we'll reduce your claim by the lesser of:

- 4 weeks' rent: or
- what's left of 4 weeks' rent after you've paid for any expenses you were legally entitled
  to deduct from the bond money held (for example clean-up costs, rent lost or reletting expenses) up to the maximum amount of the bond money held.

#### If you haven't collected bond money or you've refunded all of it to your tenants

If you haven't collected bond money, or you've refunded all of it to your tenants, we will reduce your claim by an amount equal to 4 weeks' rent.

#### Casual let

If *your paying guest*s are responsible for *damage* to *your* property (including theft), the amount *we* pay will be reduced as follows:

- if you're able to collect a security bond, by the greater of \$250 or the security bond available to you under the terms and conditions of the short term rental agreement; or
- if you're not able to collect a security bond because the holiday rental platform you use does not provide the facility, by any amount received by you for the damage caused by the paying guest. You must take reasonable steps available to you, to obtain payment for the damage from the paying guest via the holiday rental platform.

Note: Excess(es) will still apply.



## **Paying your premium**

*Your* premium is the cost of *your* policy. It is the amount *we* set by taking into account things like the chance of *you* making a claim under *your* policy, the options *you've* chosen as well as other factors including *our* costs of doing business. *Your* premium also includes GST and other applicable government fees, duties and charges.

We'll let you know how much premium you need to pay us, how to pay it and when. You must pay us your premium on time to stay covered. For more information about how we set your premium, read our Landlord Insurance Additional Information Guide at **qbe.com/au** or call us for a copy at no charge by us.

We offer you several ways to pay your premium, including by direct debit which is explained below.

## Paying by direct debit

You can choose to pay your premium annually or in instalments by direct debit.

If you choose to pay by direct debit, you authorise us to debit your nominated account for the agreed premium. If the scheduled debit date shown on your Certificate of Insurance is a NSW public holiday or bank holiday, we'll debit your account on the next business day. We'll give you at least 14 days' notice if we change the way the direct debit of your policy works.

You need to make sure your nominated account details are correct and up to date. This includes advising us of the expiry date of a payment card or a change to the payment method. If your nominated account details change you must tell us at least 7 days before the next instalment is due.

Check with *your* financial institution whether *your* account allows direct debits.

You need to have enough funds in your nominated account to allow our scheduled debit. If you don't, you'll be responsible for any fee or interest charged by your financial institution. You can also choose to stop your direct debit by contacting your financial institution.

## Important - what happens if your direct debit fails

If you've chosen to pay your premium annually by direct debit and we don't receive your payment on time, we may cancel your policy as permitted by law and refuse to pay a claim.

If you've chosen to pay your premium by direct debit instalments and an instalment remains unpaid for one month or more, we may cancel your policy and refuse to pay a claim.

## **Renewing your policy**

If we invite you to renew your policy, we'll send you a renewal Certificate of Insurance. If you make any changes to your policy after we send you our renewal invitation, and we agree to continue to insure you, we'll send you an updated renewal invitation. You'll need to pay us any additional premium to ensure your cover is not affected.

#### If you pay your premium by direct debit

If you pay your premium by direct debit and we invite you to renew your policy, we'll continue to debit your premium payments, either annually or in instalments, whichever you've previously chosen.

If you don't want to renew, you must tell us at least 7 days before your policy's end date so that we can arrange for the direct debit to stop in time.

## **Cancelling your policy**

You can cancel your policy at any time by telling us. We can cancel your policy as permitted by law, for example if you do not pay us your premium or if you told us something that you knew to be incorrect or untrue during your application for cover.

We can also cancel your policy if your circumstances change and no longer fall within our underwriting rules. See **Tell us when these things change** 

If you've paid your premium in advance and your policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, minus any non-refundable government fees, duties or charges. But see **Cooling off period** where you may be entitled to a full refund.

If you make a fraudulent claim on your policy, we can cancel it and we won't provide any refund.



Term	Definition	
Accidental	Resulting from mishap or adverse event that is not expected and is unintended by <i>you</i> .	
Action of the sea	Tidal wave, high tide, king tide or any other movement of the sea except for:	
	• tsunami; and	
	• storm surge.	
Antique	An item valued for its rarity, aesthetic or historical significance which is over 100 years old. It does not include jewellery, watches or collections.	
Artworks	Fine art such as paintings or pictures, Persian carpets, rug or wall hangings, tapestries, vases, ornaments, sculptures or similar. It does not include jewellery, watches or collections.	
Bond money	Any money paid by or on behalf of the <i>tenant</i> under the <i>lease</i> agreement and held as security against:	
	<ul> <li>any damage to the rental property and/or contents</li> </ul>	
	• rent owed	
	<ul> <li>re-letting costs or other similar expenses.</li> </ul>	
Buildings	See What do we mean by buildings and fixtures?	
Burnout	Fusing or melting together the windings of an electric motor following damage to the insulating material due to overheating by an electric current.	

#### Term Definition

#### **Casual let**

Where an entire property is rented out primarily for short term holiday purposes and there is no legal requirement for a *lease agreement* under the relevant residential tenancy legislation. The rental period under a casual let must be less than 3 months.

Casual lets may be facilitated through a *holiday rental platform* including an *estate agent* and online holiday rental booking sites.

Casual lets do not include premises that:

- are not legally approved as habitable spaces for residential purposes; or
- are not standard housing such as:
  - free-standing houses;
  - units, flats or apartments;
  - semi-detached houses;
  - townhouses or villas:
  - terraces:
  - o duplexes, triplexes, fourplexes; or
- · are unsafe to live in; or
- do not have functional bathroom facilities; or
- are not connected to the electricity supply; or
- are not connected to hot and cold running water: or
- are not furnished such that they are comfortably habitable; or
- do not contain a functioning refrigerator and cooking appliance.

#### Certificate of Insurance

The most recent Certificate of Insurance we have sent you. It shows the information that forms the basis on which we've agreed to insure you, including information about you and your property. You'll receive a new Certificate of Insurance when you buy, renew or make a relevant change to your policy.

# Collision, colliding

The unexpected, sudden impact of a moving body or object, striking violently or crashing into another object which is unintended by *you*.

#### **Term**

#### **Definition**

## Common property

The land, building(s) or areas that *you* and others are entitled to use, owned by the *strata body corporate*, related to the *property address*. It is defined in applicable legislation regulating strata title or similar strata community title, or in a company's constitution in relation to company title. For example, shared areas that the *strata body corporate* is responsible for insuring, such as:

- driveways and pathways;
- swimming pools;
- gymnasiums; and
- barbeque areas.

#### Contents

#### Items listed under What do we mean by 'Contents'?

#### Damage, damaged

When property insured by this policy is physically harmed, but not from *wear and tear*, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable.

It does not include:

- where property can be cleaned using ordinary household chemicals and cleaning processes to bring it back to its pre-event condition.
   Property may be considered to be damaged if only professional cleaning can bring it back to its state prior to the event; or
- scratching or denting which is cosmetic and that's the only damage;
   or
- any change a tenant makes to the property that is permitted by you under the lease agreement or the relevant residential tenancy legislation.

#### Depreciation

Reduction in value of an item or property due to wear and tear or age.

#### Earth movement

Includes landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, *erosion*, settlement, shrinkage of earth but not earthquake.

**Note:** 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.

Term	Definition	
Erosion	Worn or washed away by water, ice or wind.	
Estate agent	A licensed real <i>estate agent</i> who manages the leasing of <i>your rental property</i> to <i>tenants</i> .	
Fixtures	See What do we mean by buildings and fixtures?	
Flood	The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:	
	<ul> <li>a lake (whether or not it has been altered or modified);</li> </ul>	
	<ul> <li>a river (whether or not it has been altered or modified);</li> </ul>	
	<ul> <li>a creek (whether or not it has been altered or modified);</li> </ul>	
	<ul> <li>another natural watercourse (whether or not it has been altered or modified);</li> </ul>	
	a reservoir;	
	• a canal;	
	• a dam.	
Formal lease	Where an entire property is rented out as a residence and not for short term holiday purposes, and if the relevant residential tenancy legislation:	
	• requires a <i>lease agreement</i> - there is a <i>lease agreement</i> in place that complies with that legislation; or	
	• does not require a <i>lease agreement</i> - if the rental period is 3 months or longer, there is a <i>lease agreement</i> in place.	
Holiday rental	Either:	
platform	a website that, or	
	a suitably licensed real estate agent who,	
	facilitates a transaction for a <i>casual let</i> between <i>you</i> and a <i>paying guest</i> , provided the website or the agent records the name, address and telephone number of the <i>paying guest</i> .	

Term	Definition	
Incident	An event or series of related events which cause <i>damage</i> and result in a claim on <i>your</i> policy.	
Insured	See definition of <i>You</i> , <i>your</i> , <i>insured</i> .	
Lease agreement	<ul> <li>A written and enforceable agreement between yo</li> <li>to rent your entire rental property; and</li> <li>that's subject to and compliant with the relevant legislation.</li> <li>A lease agreement typically indicates:</li> <li>the amount of rent and how it is to be paid;</li> <li>the length and type of tenancy;</li> <li>the amount of bond required;</li> <li>other conditions and rules; and</li> <li>any special terms agreed by the parties that are compliant with the relevant residential tenancy legislation.</li> </ul>	·
Occurrence	An event, including continuous or repeated exposure to substantially the same general conditions which results in personal injury or damage to property. We regard all events arising from one original source or cause as one occurrence.	
Paying guest	A person, and any additional guests accompanying them (including their family or visitors), who rents <i>your rental property</i> under a <i>casual let</i> (and not under a <i>formal lease</i> ), where there is a <i>short term rental agreement</i> that includes the following details:  • the length of time the property will be let;  • the amount of <i>rent</i> payable; and  • the amount of any <i>security bond</i> , booking fee and deposit.	
Period of insurance	The time between the start date and end date shown on your Certificate of Insurance during which we have agreed to provide cover. If your policy ends sooner, for example your policy is cancelled, the period of insurance ends at the same time.	

Term Definition		
Periodic tenancy	The agreement that continues following the expiry of a fixed term <i>lease</i> agreement where the <i>tenant</i> continues to legally occupy the <i>rental</i> property.	
Pet	Any domestic animal that is kept at your rental property.	
Pet bond	Any money paid by or on behalf of the <i>tenant</i> under the <i>lease</i> agreement and held as security against any loss or <i>damage</i> to the <i>rental property</i> and/or <i>contents</i> caused by a <i>pet</i> , to the extent permitted by the relevant residential tenancy legislation.	
Power surge	n unexpected, temporary, uncontrolled increase in current or voltage an electrical circuit. Also known as a power swell, brown out, voltage ariation or power spike.	
Property address	The address shown on <i>your Certificate of Insurance</i> where <i>your rental property</i> is located.	
Reasonable cost	If we arrange the repair, rebuild, replacement or work for which a cost is incurred: the actual cost that we incur.	
	If you arrange the repair, rebuild, replacement or work for which a cost is incurred with our prior consent: the actual cost as set out in a valid tax invoice.	
	If <i>you</i> arrange the repair, rebuild, replacement or work for which a cost is incurred without <i>our</i> prior consent because of an emergency and <i>you</i> act reasonably in:	
	<ul> <li>making arrangements by engaging reputable service providers or sourcing replacement property at market rates; or</li> </ul>	
	<ul> <li>arranging repairs, rebuild or replacements at market rates that are necessary to restore your property to a condition no better than when new; or</li> </ul>	
	<ul> <li>taking proportionate steps to protect your property from further damage:</li> </ul>	
	the actual cost as set out in a valid tax invoice.	
	Continued next page	

Term	Definition	
Reasonable cost (continued)	If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent because of an emergency and you do not act reasonably: the cost that you would have incurred if you had acted reasonably.	
	If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent and there is no emergency: the cost we would have incurred if you had obtained our prior consent and we had made the arrangements.	
	In this definition, when we say 'work' this includes services such as temporary storage of <i>contents</i> .	
	In this definition, when we say 'act reasonably' this means acting prudently, as if you did not have insurance.	
Rent	The amount of money payable by <i>your</i> :	
	<ul> <li>tenant on a regular basis to lease the property under a formal lease, or</li> </ul>	
	• paying guest to use the property under a casual let.	
Rental property	If you are a strata lot owner, the lot in a strata building at the property address, which you rent out to tenants or paying guests.	
	If you are not a strata lot owner, for example if you own a free-standing house, your buildings and your land at the property address which you rent out to tenants or paying guests.	
Scope of works	An itemised description of all work to be done to repair or rebuild, to a condition substantially the same as but not better than when new, the <i>damage</i> caused to <i>your buildings</i> by an <i>incident</i> .	
Security bond	Money paid by or on behalf of the <i>paying guest</i> or a credit card hold under a <i>casual let</i> as security against any <i>damage</i> to the <i>rental property</i> and/or <i>contents</i> . A security bond may be held by <i>you</i> , <i>your</i> agent, a <i>holiday rental platform</i> or other third party.	
Set or pair	Two or more articles, whose value together is more than the sum of their individual values.	

Term	Definition	
Short term rental agreement	Terms and conditions for use of the <i>rental property</i> under a <i>casual let</i> which may include a record in a booking register (including one held by a <i>holiday rental platform</i> ).	
Storm	Violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone or tornado.	
Storm surge	The covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a <i>storm</i> .	
Strata body corporate	The owner and administrator of common property.	
Strata building	Building(s) and <i>common property</i> which are required to be insured by the <i>strata body corporate</i> under relevant strata legislation or the constitution of the company in relation to company title.	
Strata fixtures	See What do we mean by contents?	
Strata lot owner	The owner of a lot in a strata title or similar community strata scheme or under company title, at the <i>property address</i> . The lot may be a unit, flat, apartment or other subdivided building or land.	
Tenant	Any person(s) who has a <i>formal lease</i> over the entire <i>rental property</i> , and any other person who resides there under that <i>formal lease</i> .	
Terrorism	Any act, or preparation in respect of action, or threat of action designed to influence any government of any nation or any political division of it, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government, and which:	
	involves violence against one or more persons; or     involves damage to property; or	
	<ul><li>involves <i>damage</i> to property; or</li><li>endangers life other than that of the person committing the action; or</li></ul>	
	Continued next page	

## **Definitions**

Term	Definition	
Terrorism (continued)	<ul> <li>creates a risk to health or safety of the public or a section of the public; or</li> </ul>	
	• is designed to interfere with or to disrupt an electronic system.	
Total loss	Your property is a total loss when:	
	<ul> <li>we pay the total sum insured or item limit; or</li> </ul>	
	• your insured buildings and/or contents are lost or destroyed.	
Tsunami	A sea wave caused by a disturbance of the ocean floor or seismic movement such as an underwater earthquake or landslide.	
Unliveable	The rental property is unliveable if, due to an incident:	
	• it is unsafe to live in; or	
	<ul> <li>it does not have functional bathroom facilities; or</li> </ul>	
	<ul> <li>it is not connected to the electricity supply; or</li> </ul>	
	<ul> <li>it is not connected to hot and cold running water; or</li> </ul>	
	<ul> <li>if it's rented out on a fully furnished basis:</li> </ul>	
	<ul> <li>it is not furnished such that it is comfortably habitable; or</li> </ul>	
	<ul> <li>it does not contain a functioning refrigerator and cooking appliance.</li> </ul>	
Unoccupied	A property is unoccupied in a period of 90 consecutive days if, during that period, the following did not happen:	
	<ul> <li>you or someone with your consent slept and ate there for at least two consecutive nights in that 90 day period, and</li> </ul>	
	<ul> <li>on those two nights the property:</li> </ul>	
	<ul> <li>was furnished such that it is comfortably habitable; and</li> </ul>	
	<ul> <li>contained at least one usable bed/mattress; and</li> </ul>	
	<ul> <li>contained at least one table or bench and a chair; and</li> </ul>	
	<ul> <li>contained a functioning refrigerator and cooking appliance; and</li> </ul>	
	was connected to the electricity supply; and	
	<ul> <li>was connected to hot and cold running water.</li> </ul>	

Term	Definition	
Unoccupied (continued)	You may be asked to prove the occupancy of the property in the event of a claim. This may be supported by the usage of the utilities that are connected to the property. Sometimes we might ask for other evidence of occupancy.	
Vandalism or malicious act	An act done with the intention of causing <i>damage</i> or harm, or with reckless disregard for the damaging or harmful consequences.	
We, our, us, QBE	QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545, BECS authority no. 481326.	
Wear and tear	Physical deterioration to property occurring over time due to use and/ or exposure to its environment.	
White goods	Large, unfixed, electrical domestic appliances such as fridges, freezers, washing machines or dishwashers and clothes dryers.	
You, your, insured	The persons or entities named as Insured(s) on your Certificate of Insurance.	
	If the insured noted on the <i>Certificate of Insurance</i> is a company or a company that is a trustee then "you" also includes (except in the case of a deceased estate):	
	<ul> <li>in the case of a company - that company's directors and owners;</li> <li>and</li> </ul>	
	• in the case of a company that is a trustee – that company's directors and owners and that trust's beneficiaries.	

## What do we mean by 'buildings' and 'fixtures'?

## X Not covered Covered **Buildings** Your: buildings located outside Australia main building caravans, trailers or their outbuildings, including sheds accessories and granny flats relocatable homes or mobile. fixtures (but not strata fixtures) homes if you are a strata lot owner) shipping containers at the *property address*, used solely or principally for domestic houseboats and residential purposes which sheds (where there is no other) vou own and lease to tenants or residence at the *property* rent out to paying guests address) a temporary building or structure display homes houseboats blocks of flats strata title, company or community strata title units buildings that you use for business, trade or professional purposes buildings used for accommodation services including nursing homes, quest houses, hostels. boarding houses, halfway houses, hotels/motels, farm stays, serviced apartments. resorts, dormitories or similar buildings in the course of construction

	✓ Covered	× Not covered
Buildings (continued)		<ul> <li>buildings in the course of being demolished or that are vacant pending demolition</li> <li>condemned buildings</li> </ul>
Fixtures	Items used for domestic purposes which are permanently attached or fixed to your buildings or property address such as:  • carpets, linoleum, floating floors and other fixed floor coverings  • curtains and internal blinds  • saunas, barbecues, clothes lines, room heaters, stoves, air conditioners, ceiling fans, lighting fixtures, hot water systems  • kitchen cupboards, built-in furniture  • meter boxes  • exterior blinds and awnings  • carports, pergolas, gazebos  • paths, driveways, terraces  • swimming pools or spas - in ground or with fixed decking  • tennis courts  • gates and fences  • retaining walls  • garage doors	<ul> <li>trees, shrubs, plants, hedges, lawns (real or artificial);</li> <li>soil, earth, sand, gravel, bark, mulch or similar materials;</li> <li>paths or driveways made of earth or gravel;</li> <li>landscaping of any kind;</li> <li>swimming pool and spa covers and accessories;</li> <li>swimming pools and spas that are able to be moved;</li> <li>sea walls or pontoons;</li> <li>jetties used for business purposes</li> <li>water</li> <li>structures in the course of construction</li> </ul> Continued next page

## **Definitions**

	✓ Covered	× Not covered
Fixtures (continued)	<ul> <li>above and below ground utility services for which you are responsible</li> </ul>	
	<ul> <li>reticulation systems, wells and bores</li> </ul>	
	<ul> <li>television aerials, radio masts or aerials and fittings</li> </ul>	
	<ul> <li>solar panels and equipment (but not plastic solar heating systems for swimming pools or spas)</li> </ul>	
	<ul> <li>private jetties, including fixed floating jetties</li> </ul>	
	fixed water tanks.	

## What do we mean by 'contents'?

#### **/**

#### Covered

## X Not covered

#### **Contents**

Household goods used for domestic purposes that *you* own and that are located at the *property address you* lease to *tenants* or rent out to *paying quests*, for their use including:

- furniture, furnishings
- cutlery, crockery and kitchenware
- artworks, rugs and antiques (these items have limits. See
   Contents with limits)
- televisions, stereos and non-portable entertainment systems
- microwaves
- white goods
- relocatable swimming pools, spas, their covers and accessories
- garden appliances that don't need to be registered
- water in tanks but only if there is no drinkable water supply available at the property address
- strata fixtures if you are a strata lot owner

- any personal effects normally worn or carried by a person such as clothing, jewellery, furs or watches
- any gold or silver objects
- cash, vouchers, coupons, gift cards, money orders, negotiable financial documents, bullion, ingots, uncut and/or unset gemstones
- computers of any type or any equipment, software or consumables associated with a computer
- game consoles, their accessories and games
- portable heaters, hair dryers, coolers or fans, vacuum cleaners, bedding and towels, (unless your rental property is a casual let)
- photographic or video equipment or associated consumables of any kind
- musical instruments
- sporting goods or equipment
- stamps, coins, medals or documents of any kind

Continued next page...

#### X Not covered Covered mobile phones, any portable **Contents** 'Strata fixtures' includes: (continued...) electrical appliance or carpets, linoleum, floating electrical equipment or floors and other fixed floor portable electronic games coverings devices or any similar devices curtains and internal blinds bicycles, any motor cycles, light fixtures motor scooters, caravans or trailers, motor vehicles of hot water systems that any kind, except for garden exclusively service your lot appliances that don't need to air conditioners be registered the internal paintwork. watercraft, hovercraft or wallpaper aircraft or the accessories or spare parts of any bicycles, any fixture or structural motor vehicles, watercraft or improvement within or aircraft attached to your rental property any property that doesn't belong to you (for example within or attached to your rental property owned by tenants or property, if you own the item paying guests) or you are legally responsible for the item and the strata body any property owned by you corporate is not required by law but not intended for the use of or its constitution to insure them. any tenant or paying quest any property: • illegally in *your* possession, or stored in a dangerous or illegal way any equipment connected with growing or creating any illegal substance anv tools of trade or anv business stock

	✓ Covered	× Not covered
Contents (continued)		<ul> <li>fish, birds or other animals</li> <li>lawns, hedges, trees, shrubs, plants (real or artificial)</li> <li>soil, earth, sand, gravel, bark, mulch or similar materials</li> <li>water in tanks if there is a drinkable water supply available at the <i>property address</i> such as mains water</li> <li>anything that's a building or <i>fixture</i> (other than <i>strata fixtures</i>), even if it's not yet fixed to the land or <i>buildings</i></li> </ul>
		such as building materials awaiting installation



## **Privacy**

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

*Our* Privacy Policy describes in more detail where and from whom *we* collect personal information, as well as where *we* store it and the ways *we* could use it. To get a copy at no charge by *us*, please visit **qbe.com/au/privacy** or call *us* on **133 723**. It's up to *you* to decide whether to give *us your* personal information, but without it *we* might not be able to do business with *you*, including not paying *your* claim.

## **Complaints**

We're here to help. If you're unhappy with any of our products or services, please let us know and we'll do our best to put things right.

## Step 1 - Talk to us

*Your* first step is to get in touch with the team looking after *your* policy or claim. *You'll* find their contact details on *your* policy documents, letters or emails from *us*.

Please provide *our* team with as much information as possible so they can try to fix the problem quickly and fairly.

#### Step 2 - Customer Care

If *your* complaint isn't resolved by the team looking after *your* policy or claim, *you* can ask them to refer *your* complaint on to *our* Customer Care team or *you* can contact Customer Care directly:

**Phone:** 1300 650 503 **Fax:** (02) 8227 8594 **Email:** complaints@qbe.com

Post: GPO Box 219, Parramatta NSW 2124

## Step 3 - Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

### Step 4 - Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

**Phone:** 1800 931 678 **Email:** info@afca.org.au

Post: GPO Box 3, Melbourne VIC 3001

AFCA will inform *you* if *your* complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit **afca.org.au** 

#### More information

*You* can find more information about how *we* deal with complaints on *our* website at **qbe.com/au** or *you* can call *us* on **133 723** to speak with *us* or request a copy of *our* complaints brochure at no charge by *us*.

## Complaints about your direct debits

If you pay for your policy by direct debit and have a concern about your deductions, please talk to the team looking after your policy, or contact your financial institution in the first instance. If your concern isn't resolved, you can follow our complaints process.

## Complaints just about privacy

If *you're* not happy with how *we've* handled *your* personal information, call *us* on **1300 650 503** or email *us* at **privacy.officer@qbe.com**.

If *you're* not satisfied with *our* response, *you* can contact the Office of the Australian Information Commissioner:

**Phone:** 1300 363 992

Email: enquiries@oaic.gov.au

Post: GPO Box 5218, Sydney NSW 2001

## **General Insurance Code of Practice**

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. *You* can read the Code at **codeofpractice.com.au** 

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support our Family and Domestic Violence Policy is available at **qbe.com/au** 

## **Financial Claims Scheme**

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. *You* may be entitled to access the FCS if *you* meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority on **1300 558 849** or go to **apra.gov.au/financial-claims-scheme-general-insurers** 

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# Need help or need to make a claim?







PO Box 454, Parramatta NSW 2124