# LANDLORD INSURANCE

## **PRODUCT DISCLOSURE STATEMENT**





#### Welcome and thank you for choosing AAMI

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

#### By choosing AAMI you can:



Manage your policy using our AAMI App or online



Make a claim 24/7 by calling 13 22 44 using our AAMI App or online



Call 13 22 44 or chat with us online with the AAMI Virtual Assistant for extra support

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

#### Type of insurance

This policy provides cover for loss or damage to the building and landlord contents. You can choose either building or landlord contents (or both) and the cover you have will be shown on your certificate of insurance.



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



#### What we pay

## For building claims, if you have a building sum insured shown on your certificate of insurance

The most we will pay for any one incident is the sum insured shown on your certificate of insurance, unless we say otherwise in your policy.

## For building claims, if you have Complete Replacement Cover<sup>®</sup> shown on your certificate of insurance

The most we will pay for any one incident is the assessed quote to either repair or rebuild the building on a 'new for old' basis, unless we say otherwise in your policy.

#### For landlord contents claims

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

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

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



#### What we cover

#### Insured events

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

#### Legal liability

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

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

#### Additional cover that comes with your policy

There are some additional covers that come with your policy for no extra cost. See section 5 'Additional cover that comes with your policy' on page 57 for more information.

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#### Optional cover you can pay extra for

There are some optional covers that you have to pay extra for. If an optional cover applies to your policy it is shown on your certificate of insurance. See section 6 'Optional cover you can pay extra for' on page 71 for more information.

#### Exclusion for new policies

We do not insure you for bushfire, storm, storm surge, flood or tsunami in the first **72** hours of your policy. Very limited exceptions apply. For full details see section 3 'Thing's we don't cover' on page 30.

#### Summary of cover

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

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#### What to do

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

#### Here's what to do:



Step 1

Make sure everyone is safe. For emergencies, call 000.



#### Step 2

Try to prevent further loss, damage or liability (e.g. if there is a broken window, arrange for it to be covered to prevent further water damage from the rain).



#### Step 3

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

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



#### Step 4

Contact us as soon as possible by calling 13 22 44, using our AAMI App or online.

If you delay reporting your claim, we will not pay for any additional loss, damage or liability caused by your delay. When you contact us, describe details of what has been affected by the event (e.g. a window broken in a storm). For electrical items, please have details about the make and model. If the damage to your property was caused by another person and if possible please provide us their name and address and if applicable, their registration number. This page has been left blank intentionally

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

Some words in this policy have special meanings. Most of the words with special meanings are defined in section 11 'Words with special meanings' on page 117. This page has been left blank intentionally

Before we get into the specifics of your policy there are important things to know upfront. This includes information about your contract with us, communicating with you electronically, information about your cooling off period, your responsibilities and when you need to contact us, your sums insured and the excesses that apply when you claim.

#### Our agreement with you

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

#### Communicating with you electronically

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

#### **Cooling off period**

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

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

Alternatively, you can cancel your policy at any time while you are insured. When you do this, unless we tell you otherwise, you will have cover up until the date and time of cancellation. For more information see 'What happens with cancellations' on page 112.

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

Like every insurance policy, there are exclusions, conditions and limits that apply to your policy. There are some things we don't cover whatever the circumstances, these are found in section 3 'Things we don't cover' on pages 27 to 39. There are also specific things we don't cover explained in sections 4 to 6 on pages 41 to 80 which are particular to the cover under your policy.

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

#### Extra Support

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

#### Your responsibilities

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

#### Not meeting your responsibilities

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

#### When you need to contact us

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

- you have been charged with or convicted of, a criminal act or offence;
- you have had another insurer cancel or decline an insurance policy, impose specific conditions on a policy or refuse a claim;
- you or your agent become aware your tenant starts to or intends to operate a business activity at the insured address;

Continued on next page.

- you start farming, manufacturing or repair work at or from the insured address or your agent becomes aware your tenant does farming, manufacturing or repair work at or from the insured address;
- you or your agent become aware of changes to any business activity operated at the insured address such as but not limited to, people start to come to the insured address, business signage is installed and storage of chemicals for the business activity occurs;
- you need to change your sums insured;
- any detail on your certificate of insurance is no longer accurate, such as but not limited to the description of the building;
- you start to use or let all or part of the building to tenants under any short-term rental, holiday letting or house sharing arrangement including any arrangements booked through an online booking platform;
- trespassers or squatters occupy the insured address;
- you intend to demolish the building, have lodged an application to do this, or a government authority has issued a demolition order;
- building, renovations, construction, alteration and/or repairs commence at the insured address;
- the insured address ceases to be used as a rental property;
- you no longer have a rental agreement for the insured address.

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

#### What we will do when you contact us

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

#### If you do not contact us

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

#### How to contact us

Call us on 13 22 44.

#### If your contact details change

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

#### About your sum insured

AAMI offers cover on a sum insured basis or you may be able to choose the option of Complete Replacement Cover® for the building (see section 6 'Optional covers you can pay extra for' on page 71).

This 'About your sum insured' section does not apply to the building sum insured if you have the Complete Replacement Cover® optional cover. This is because under that option we cover insured damage or loss to the building up to the amount of the assessed quote to repair or rebuild on a 'new for old' basis. See 'How we settle building claims when you have Complete Replacement Cover®' on page 86 for more details.

#### Make sure your sum insured is adequate

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

To help you calculate the replacement value of the building and landlord contents, we provide a 'Building and Contents' calculator that you can access at our website www.aami.com.au.

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

#### Review your sums insured regularly

To ensure your sums insured are adequate it is important to review them regularly, being mindful of items purchased recently and ask us to change the sums insured when required.

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

#### If you over-insure

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

#### Adjustments on renewal

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

#### GST

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

#### Excesses that apply when you claim

#### What is an excess?

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

#### **Excess type**

AAMI Flexi- Premiums® excess	This excess applies to all claims unless your policy states that no excess applies to your claim.	
Additional excess	An additional excess may apply to your policy based on our assessment of your risk. If an additional excess applies to your policy, this excess is payable in addition to any other excess, unless stated otherwise in your policy.	
Unoccupied excess	This excess applies in addition to any other excess, if at the time of the incident covered by your policy, the building or unit has been unoccupied for a period of more than <b>60</b> continuous days.	

#### When is the building or unit unoccupied?

A period of unoccupancy starts when the building or unit becomes unoccupied and comes to an end when you, or someone nominated by you, has occupied the building or unit for at least **2** consecutive nights. You will be required to prove the occupancy of the building or unit in the event of a claim, unless this is not reasonably possible. Examples of how you can prove the occupancy include providing us with copies of bills (or other documents demonstrating the usage of utilities that are connected to the building or unit) and photos of the furnishings in the building or unit. See section 11 'Words with special meanings' on page 117.

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

#### Claiming for both building and your landlord contents

When both the building and landlord contents at the one insured address are insured with us and your claim is for loss or damage to both arising from the same incident, you must pay whichever is the higher of the building AAMI Flexi-Premiums<sup>®</sup> excess or the landlord contents AAMI Flexi-Premiums<sup>®</sup> excess (plus any other applicable excess).

#### **Tenant Protection optional cover**

When claiming for one or more benefits under the Tenant Protection optional cover for the same incident, your AAMI Flexi-Premiums<sup>®</sup> excess applies.

Under the Tenant Protection optional cover, if you make a claim against one or any of the following benefits for the same incident:

- Loss of rent tenant default (except for death of a sole tenant);
- Theft or burglary by tenants or their guests;
- Malicious damage or vandalism by tenants or their guests,

there is no cover for an amount equal to four (4) times the weekly rental amount. This means you will need to have suffered loss (or damage) of an amount equivalent to, or greater than, (4) four times the weekly rental amount before you have cover. This amount is not an excess that you pay to us. See the example on page 107.

#### How to pay your excess

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

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

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

#### When your excess will be waived

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

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

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

## What we cover - the basics

This section describes the basics of what we cover.

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#### What we cover as the building

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The building that you own or are responsible for and used by tenants primarily for domestic purposes and described as `The building' on your certificate of insurance (if it shows a description of `The building') including the following at the insured address:

- garages, carports, outbuildings (but not an outbuilding with its own utility metering that is occupied, or could be occupied, as a residence) and any structural improvements on land;
- decks, pergolas, pagodas, verandas and balconies, fixed water tanks, fixed swimming pools and spas (including their pumps and accessories), granny flats (provided there is no separate utility metering), sheds and tennis courts;
- garden borders, sealed pathways and paved or concreted floor areas;
- sealed driveways or sealed roads (limits apply);
- outdoor walls, gates, fences (limits apply) and retaining walls which are located within the boundaries of the insured address;
- floating wooden floors;
- services, both above and below ground that you own and you are responsible for;
- any permanently housed, connected or wired electrical appliances (e.g. a wired oven);
- any permanently fixed outdoor items, including solar panels, satellite dishes, play equipment, clothes lines, animal housing and outdoor lights;
- gas appliances permanently plumbed to a gas supply;
- any permanently attached fixtures including wall, ceiling and floor coverings;
- lino installed, whether permanently attached or not;
- sewer storage tanks or treatment tanks permanently plumbed to the building or unit;
- boat jetties, pontoons, mooring poles and their attachments and accessories which are located within the boundaries of the insured address or where part of their structure begins or terminates on the insured address;
- uninstalled building fittings, fixtures and materials but only when kept in a locked and secured building at the insured address.

There are some things that we do not cover as the building. These are set out below. There are also some uses of the building that we do not cover. This includes when you are using the building, or part of it, for short-term rental accommodation, holiday letting or house sharing. See section 3 'Things we don't cover' on pages 27 to 39.

#### What we don't cover as the building

The building does not include:

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

- We don't cover things that happen because the building and landlord contents are not in good condition or because any building extensions, alterations or renovations are not complete. We do not cover loss or damage to, or caused or arising from, any part of the building or landlord contents that are not in good condition or that has wear, tear or deterioration and some losses where building extensions, alterations or renovations are not complete. See section 3 'Things we don't cover' on pages 29 and 34.
- Sometimes we might cover something under 'What we cover as building' or 'What we cover as landlord contents' but that item or part of the building or landlord contents may not be covered for all types of loss or damage covered by your policy (e.g. we cover retaining walls which are located within the insured address as part of the building but we do not cover loss or damage to retaining walls under certain insured events). See section 4 'What we cover the details' on page 41. It is important to read your policy carefully.

#### The most we will pay for the building

The most we will pay for loss or damage to the building depends on the type of cover you have chosen. If you have Complete Replacement Cover<sup>®</sup> the below does not apply. Please see page 72 for more details.

If you have a sum insured shown on your certificate of insurance.



Some items also have fixed limits that cannot be increased and these limits (shown in the table 'Building items with fixed limits' on page 23) are the most we will pay for those items. If you have Complete Replacement Cover®, the fixed limits do not apply.

#### **Building items with fixed limits**

Fixed limits apply to	Limits for any one incident		
Fencing*	up to <b>2</b> kilometres		
Sealed driveways and sealed roads*	up to <b>500</b> metres		

\*In addition to the distance limit shown we will not pay more than the building sum insured shown on your certificate of insurance.

#### Who we cover

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

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

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

#### Where we cover

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

#### What we cover as your landlord contents

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

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

#### If your landlord contents are insured in a unit $( \mathbf{I} )$

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

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

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

#### What we don't cover as your landlord contents

Your landlord contents do not include:

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- personal effects and valuables designed to be worn or carried by a person such as:
  - footwear, baggage, handbags, wallets;
    - jewellery, watches, clothing
  - valuable items such as:
    - cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps;
    - medals, collections or memorabilia;
    - items made of, or plated with, gold or silver;
    - precious stones
  - musical instruments and sporting or recreational equipment (including bicycles);
  - portable battery operated appliances such as: electronic tablets (e.g. iPads), laptops, cameras, mobile phones, iPods, MP3 players;
  - recorded, saved or stored audio, video, data or media, which includes the device, object or place where they are recorded, saved or stored;
  - computers (see meaning on page 119) and their printers or software;
  - electrical and gas appliances, light fittings, alarm systems permanently connected or plumbed to the electricity or gas supply;
  - dishwashers housed in a cabinet;
  - lawns, trees, shrubs, plants, hedges;
  - fixed swimming pools or spas and their accessories;
  - water in tanks, swimming pools, spas or any other water container unless the water was used to limit or contain a fire at the insured address;
  - animals, including fish, reptiles, pets and livestock;
  - business equipment;
  - unfixed home building materials and uninstalled home fittings;
  - loose or compacted soil, sand, lawn, grass, artificial grass, gravel (including on roads, driveways and tracks), pebbles, rocks or granular rubber;

- motor vehicles, motorcycles, mini-motorcycles or motorised bicycles, watercraft, aircraft, drones or personal transportation vehicles or any accessories for these vehicles or craft;
- caravans, mobile homes or any of their contents;
- any item forming part of the building for insurance purposes or which is legally part of a unit building according to the relevant state law;
- any electrical or electronic items that are no longer able to be used for the purpose they were intended;
- contents in storage at the insured address which are not for the tenant's use.

#### The most we will pay for your landlord contents

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

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

ltem	Limits for any one incident
Paintings, pictures, works of art, antiques, sculptures and art objects	Up to <b>\$2,500</b> for each item or set, up to <b>\$5,000</b> in total
Carpet or rugs that are hand woven or hand knotted	Up to <b>\$2,000</b> per carpet or rug
Contents in the open air	Up to a total of <b>20%</b> of your landlord contents sum insured

#### Landlord contents with fixed limits

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

Remember, there are also specific things we don't cover in sections 4 to 6 see pages 41 to 80.

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



#### Actions or movements of the sea

any actions or movements of the sea.

#### Aircraft shock waves

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



#### 🔀 Biological, chemical, other pollutant or contaminant

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

But we will cover:

- fire damage (including water contamination) that is covered by insured event `Fire (including bushfire)' page 48;
- your legal liability under 'Legal liability' cover page 55, to the extent your legal liability arises from your use of pesticides or herbicides at the insured address.

### 🔀 Breaking the law

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

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



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

- damage caused by cracking, collapse, subsidence or damage to the building or landlord contents caused fully or partially by the construction work;
- damage caused by storm, flood or water entering the building or unit through ٠ openings in the walls or roof or other parts of the building under construction, whether or not they were temporarily covered at the time of the damage;
- damage caused by storm or flood to any part of the building that is not fully built or is undergoing extensions, alterations or renovations;
- theft or damage by someone who enters or leaves through an unlockable part of the building or unit that is under construction;
- damage caused by a malicious act or vandalism to unfinished parts of the building or unit under construction.



#### 🔀 Building, unit or landlord contents not in good condition

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

- the roof leaks when it rains: •
- there are blocked gutters; •
- there are areas of the roof that are rusted through; ٠
- there is wood rot, termite or ant damage to the building or unit; ٠
- there are holes in floors, walls, ceilings or any other parts of the building or unit (e.g. external wall cladding, internal plaster, floorboards);
- there are boarded up or broken windows;
- there are steps, gutters, flooring, walls, ceilings, gates, fences or wall fences or any • other areas of the building or unit that are loose, falling down, missing or rusted through or otherwise in disrepair;
- previous damage including damage caused by flood has not been repaired;
- the building or unit is infested with vermin; •
- the building (including all sheds, outbuildings and any other structural improvement at the insured address) is not structurally sound or is unsafe or unfit to live in;
- plant matter is growing on the building (e.g. walls, windows and gutters). ٠

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

### 🔀 Bushfires, storms, storm surge, floods, tsunamis in the first 72 hours

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

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

### 🔀 Chemical damage when cleaning

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

#### 🔀 Communicable Disease

a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

#### 🔀 Computer virus or computer hacking

a computer virus or computer hacking.

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

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

#### Deliberate or reckless actions

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

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

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



#### 🔀 Ground movement

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

- 'Flood' (but only if you have cover for insured event 'Flood') page 44;
- 'Storm' page 45; ٠
- 'Storm surge' page 46;
- 'Earthquake and Tsunami' page 47;
- 'Explosion' page 50;
- 'Escape of liquid' page 52.

#### 🔀 Hazardous materials

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

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

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

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

#### 🔀 Mechanical or electrical breakdown or failure

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

- fire spreading from an electrical fault to other parts of the building to the extent it is • covered under insured event 'Fire (including bushfire)' page 48;
- lightning to the extent it is covered under insured event 'Lightning' page 49; ٠
- motor burnout to the extent it is covered under the 'Motor burnout' additional cover page 67.

### Mould or mildew

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

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

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

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

#### 🔀 Not complying with building laws or regulations

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

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

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



#### 🔀 Power surge

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

- 'Flood' (but only if you have cover for insured event 'Flood') page 44; •
- 'Storm' page 45;
- 'Storm surge' page 46; •
- 'Fire' (including bushfire) page 48; •
- 'Lightning' page 49; •
- 'Impact' page 49;
- 'Motor burnout' additional cover page 67.

#### Radioactivity/nuclear materials

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

#### 🔀 Revolution, war

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

#### 🔀 Roots of trees, shrubs and plants

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

- liquid leaking or overflowing from pipes or drains that are blocked or damaged • by these roots to the extent it is covered under insured event 'Escape of liquid' page 52;
- roots from a fallen tree to the extent it is covered under insured event 'Impact' page 49.

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



#### 🔀 Seepage of water

water seeping or running:

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

#### Structural improvements of units

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

### X Tree lopping

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

#### 🔀 Wear, tear and gradual deterioration

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

- tiles and their adhesive or grouting breaking down; ٠
- weathering of roof tiles or roof ridge capping;
- gradual weathering and breakdown of bricks, mortar or concrete.

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

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

#### We do not cover:

### 🔀 Asbestos

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

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

confiscation, nationalisation, requisition or damage caused by the police, a government authority or someone with the legal authority to do this but we will cover loss or damage caused by emergency services in attempting to obtain entry at the insured address in connection with an insured event.

#### 🔀 Defects, faults, workmanship

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

For details about 'How we deal with defects, faults and poor workmanship' as part of the repair or rebuilding process see page 94.

#### We do not cover:

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

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

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

#### 😣 Medical equipment and aids

any medical equipment, item or aid.

#### 🔀 Photographs, electronic data and images

repairing, replacing or fixing:

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

#### 🔀 Replacement of water

the loss, storage and replacement of water in any tank, container, pool, spa and any other water storage vessel unless specifically covered under `Fire (including bushfire)' page 48.



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

#### Sanctions

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

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

#### 🔀 Agreements you enter into

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

## 🔀 Aircraft

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

#### 😣 Animals

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



#### 🔀 Asbestos

exposure to or potential exposure to asbestos in any form.

#### Building, altering or renovating

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

#### 🔀 Business activity

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

#### 🔀 Caravans and trailers

using or towing a caravan, mobile home or trailer.

#### 🔀 Committee members or officials

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

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



#### 🔀 Death or injury

death or injury of:

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



#### Defamation or copyright

defamation or breach of copyright.



aerial devices, drones and other autonomously piloted aircraft.



#### Erection or demolition

erection or demolition of the building or structures.



#### Fines, penalties and other damages

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



#### 🔀 Legal actions in other countries

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



#### X Motor vehicles or motorcycles

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

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

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

# Property owned by you or property in your physical or legal custody

loss or damage to property which:

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

#### 😣 Watercraft

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

#### Xour employees

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

## What we cover - the details

4

In this section we tell you about our cover for loss and damage to the building and landlord contents together with our Legal liability cover. What you are covered for - Insured Events

S	Loss or damage to the building and landlord contents
We	If you have building cover
cover	We cover loss or damage to the building at the insured address caused by an insured event in the period of insurance.
	If you have landlord contents cover
	We cover loss or damage to your landlord contents at the insured address caused by an insured event in the period of insurance.
	The insured events we cover are set out on pages 44 to 56.
We don't cover	We don't cover anything in section 3 'Things we don't cover' on pages 27 to 39. There are also things that we don't cover set out in sections 4 to 6 on pages 41 to 80.
$\bigotimes$	If you have the Complete Replacement Cover® option, there are also certain things we do not cover under that optional cover. See page 72 for more details.
Limit Š	For building claims, if you have a building sum insured shown on your certificate of insurance
Ş	The most we will pay for any one incident is the sum insured shown your certificate of insurance, unless we say otherwise in your policy.
	For building claims, if you have Complete Replacement Cover® shown on your certificate of insurance
	The most we will pay for any one incident is the assessed quote to repair or rebuild the building on a `new for old' basis, unless we say otherwise in your policy.
	For landlord contents claims

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

We do not insure wear, tear or gradual deterioration. For full details, see page 34.

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

#### Important note regarding Flood cover

You may be eligible to remove cover under insured event 'Flood' from your policy. To find out if you are eligible, please contact us on 13 22 44.

If you are eligible to remove cover under insured event 'Flood' and would like to remove the cover, you need to ask us. If we agree, you will not have cover under insured event 'Flood'. Your certificate of insurance will show this limitation in your cover.

When both the building and your landlord contents at the insured address are insured with us and you remove cover under insured event 'Flood', you are removing cover under insured event 'Flood' for both the building and your landlord contents.



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

• the cost of cleaning your undamaged landlord contents.

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

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

77	Storm
We cover	Loss or damage caused by a storm.
We	<ul> <li>loss or damage caused by flood;</li> </ul>
don't cover	<ul> <li>loss or damage caused by actions or movements of the sea or storm surge;</li> </ul>
8	• loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within <b>72</b> hours of, and directly because of, a storm and not because of erosion, structural fault or design fault;
	<ul> <li>loss or damage to retaining walls, revetments, sea walls, garden borders and free-standing outdoor walls;</li> </ul>
	<ul> <li>resultant cracking to sealed paths, sealed roads and sealed driveways but we will cover them if they are washed away by the storm;</li> </ul>
	<ul> <li>loss or damage to a sporting surface or court including a tennis court, squash court or multi-court surface;</li> </ul>
	<ul> <li>loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they are washed away by the storm;</li> </ul>



#### Storm (cont'd)

We don't	<ul> <li>damage to external paintwork of the building, if that is the only building damage caused by the storm;</li> </ul>
cover	<ul> <li>loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred;</li> <li>the sect of elements your undergood leadland contexts.</li> </ul>

• the cost of cleaning your undamaged landlord contents.

A storm includes a cyclone. See section 11 'Words with special meanings' on page 117.



#### Storm surge

We cover	Loss or damage caused by storm surge that happens at the same time as other insured damage caused by storm.
We	<ul> <li>loss or damage caused by flood;</li> </ul>
don't	<ul> <li>loss or damage caused by actions or movements of the sea;</li> </ul>
cover	• loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within <b>72</b> hours of, and directly because of, a storm surge that happens at the same time as other insured damage caused by storm and not because of erosion, structural fault or design fault;
	<ul> <li>loss or damage to retaining walls, revetments, sea walls, garden borders and free-standing outdoor walls;</li> </ul>
	<ul> <li>resultant cracking to sealed paths, sealed roads and sealed driveways but we will cover them if they are washed away by the storm surge;</li> </ul>



#### Storm surge (cont'd)



- loss or damage to gates, fences or wall fences that would be considered by a reasonable person to be in an obvious state of disrepair before the loss or damage occurred;
- the cost of cleaning your undamaged landlord contents.

Actions or movements of the sea has a special meaning. It does not mean tsunami or storm surge. See section 11 'Words with special meanings', on page 117.

	Earthquake and tsunami
We cover	Loss or damage caused by an earthquake or tsunami.
We don't cover	<ul> <li>loss or damage caused by flood;</li> <li>loss or damage caused by actions or movements of the sea or storm surge;</li> <li>loss or damage that occurs more than 72 hours after an earthquake or tsunami;</li> <li>loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover damage caused by a landslide or subsidence proved to have occurred within 72 hours of, and directly because of, an earthquake or tsunami and not because of erosion, structural fault or design fault.</li> </ul>



'Tsunami' is not an action or movement of the sea, see section 11 'Words with special meanings' on page 117.



## Fire (including bushfire)

We	Loss or damage caused by:
cover	<ul> <li>fire (including bushfire); and</li> </ul>
	<ul> <li>heat, ash, soot and smoke that is the direct result of a fire within 100 metres of the insured address.</li> </ul>
	<b>Extra Costs cover in the event of bushfire</b> If, during the period of insurance there is a bushfire in your area, we also cover the following costs even if there is no actual physical loss or damage to the building or landlord contents:
	<ul> <li>the cost of replacing water in any tank, container, pool, spa and any other storage vessel where the water has:</li> </ul>
	<ul> <li>been used to limit the spread of bushfire at the insured address; or</li> </ul>
	<ul> <li>become contaminated due to the use of fire retardant;</li> </ul>
	<ul> <li>the cost of cleaning fire retardant off the building.</li> </ul>
	If your claim is for these extra costs only, no excess applies. The most we will pay under Extra Costs cover in the event of bushfire is <b>\$1,000</b> for any one incident.
We	Loss or damage arising from:
don't cover 🚫	<ul> <li>arcing, scorching, melting or cigarette burns unless a fire spreads from the initial burn spot (e.g. cigarette burns to carpet where no fire has spread);</li> </ul>
	<ul> <li>pollution or vapour from a home heater or a cooking appliance unless a fire spreads from the initial source;</li> </ul>
	<ul> <li>gradual exposure to fire, heat, ash, soot and smoke due to recurring incidents of fire or bushfire over an extended period of time.</li> </ul>

4	Lightning
We cover	Loss or damage caused by lightning (including power surge caused by lightning).
We don't cover	<ul> <li>any claim where the Australian Government Bureau of Meteorology has no record of lightning in your area at the time of the loss or damage;</li> <li>loss or damage without written confirmation from a qualified repairer (e.g. electronics repairer) saying lightning was the actual cause of the loss or damage;</li> <li>loss or damage caused by power failures or surges by your power provider.</li> </ul>
	Impact
We cover	<ul> <li>Loss or damage caused by impact (or by power surge caused by impact) at the insured address from:</li> <li>a falling tree or part of a falling tree including the roots;</li> <li>power poles;</li> <li>TV antennas or satellite dishes, communication aerials or masts;</li> <li>drones;</li> </ul>

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

Continued on next page.



## Impact (cont'd)

We don't cover	<ul> <li>loss or damage caused by flood or storm surge;</li> <li>loss or damage to driveways, paths, paving or underground services caused by a road vehicle, crane or earthmoving equipment;</li> <li>loss or damage to any portion of a fence or wall that is not owned by you;</li> <li>the cost of removing or lopping trees or branches that have not damaged the building or your landlord contents;</li> </ul>
	<ul> <li>loss or damage caused by trees being lopped, felled or transplanted by you or someone authorised by you;</li> </ul>
	• the removal of tree stumps or roots still in the ground.
ŇĚ	Explosion
We cover	Loss or damage caused by an explosion.
We don't	<ul> <li>the cost of repairing or replacing the item or container that exploded;</li> </ul>
cover	<ul> <li>loss or damage caused by nuclear or biological devices;</li> </ul>
8	• loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within <b>72</b> hours of, and directly because of, an explosion and not because of erosion, structural fault or design fault.

<i>S</i> ₁	Theft or burglary
We cover	Loss or damage caused by thieves or burglars who are not your tenants or their guests.
We don't cover	Loss or damage caused by: • you; or • your tenants or their guests.

You can purchase some cover for loss or damage caused by tenants or their guests under the Tenant Protection optional cover (see page 73).

|--|

#### Malicious acts and vandalism

We cover	Loss or damage caused by malicious acts or vandalism by people who are not your tenants or their guests.
We don't cover	<ul> <li>loss or damage caused by you or your tenants or their guests.</li> </ul>

You can purchase some cover for loss or damage caused by tenants or their guests under the Tenant Protection optional cover (see page 73).

#### Escape of liquid

WeLoss or damage caused by liquid leaking, overflowing or bursting from<br/>any of the following:

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

#### **Exploratory costs**

We will pay the reasonable cost of locating, at the insured address, the source of the escaped liquid and to repair and restore the damage to the building and your landlord contents caused by the exploratory work but only if the escape of liquid is covered under this insured event. If the leak is not covered under this insured event, we provide some limited cover for exploratory costs under additional cover 'Exploratory costs where a leak is not covered under the insured event 'Escape of liquid''. See page 69.

If a claim under 'Escape of Liquid' is covered we will also pay up to \$750 extra to match or complement undamaged wall tiles in the same room, hallway, stairs or passageway where the damage occurred. See page 91.

#### Escape of liquid (cont'd)

We don't cover

 $\mathbf{x}$ 

- the cost of repairing or replacing the item from which the liquid escaped e.g. a cracked pipe or leaking tap;
- loss or damage caused by flood or storm surge;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, but we will cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, escape of liquid and not because of erosion, structural fault or design fault;
- wear, tear and gradual deterioration, or loss or damage by the gradual process of liquid leaking, splashing, dripping or overflowing;
- loss or damage caused by leaks from agricultural or overflow pipes;
- loss or damage caused by liquid from a portable container, such as a plant pot, vase, terrarium, fishbowl (but not an aquarium), beverage container, saucepan, bucket or watering can;
- loss or damage caused by liquid from a watering system or garden hose;
- loss or damage to retaining walls;
- loss or damage to any portion of a fence or wall that is not owned by you;
- loss or damage to, or caused by, a leaking shower floor, leaking shower base, leaking shower cubicle walls, leaking shower glass screening or doors, leaking open shower floor areas or other wet areas;
- costs if you repair or renovate a damaged area of the building before we can inspect it and find the cause;
- broken, worn or aged tiles or grouting in walls in bathrooms, kitchens or laundries unless the damage is caused by liquid leaking from pipes in walls or floors (not forming part of a shower cubicle wall, floor or base);

Continued on next page.

	Escape of liquid (cont'd)
We don't cover	<ul> <li>loss or damage caused by wear, tear and gradual deterioration, rust, fading, rising damp, mould, mildew, corrosion or rot;</li> <li>in relation to exploratory costs, if the source of the liquid can be located without invasive work (e.g. using a thermal camera) we won't pay any further exploratory work costs (or loss or damage related to the exploratory work) after this point.</li> </ul>
E	Damage by an animal
We cover	Loss or damage caused by an animal that becomes accidentally trapped inside the building.
We don't cover	<ul> <li>Loss or damage caused by:</li> <li>any animal owned by you or a tenant (or their guest) or that you, or a tenant (or their guest) are responsible for;</li> <li>any animal allowed onto the insured address by you or anyone living at the insured address;</li> <li>insects, vermin or rodents but we will cover damage they cause if it is covered under 'Fire (including bushfire)' on page 48 or 'Escape of liquid' page 52.</li> </ul>
ŢŴŢ <sup>Ĩ</sup> ŴŊ	Riot, civil commotion or public disturbance
We cover	Loss or damage caused by riot, civil commotion or public disturbance e.g. damage caused by a violent crowd moving down your street.
We don't cover	<ul> <li>loss or damage caused by you or your tenants or their guests;</li> <li>loss or damage caused by nuclear or biological devices.</li> </ul>

You can purchase some cover for loss or damage caused by tenants or their guests under the Tenant Protection optional cover (see page 73).



#### Legal liability

#### We cover

#### Building legal liability

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

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

#### Landlord contents legal liability

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

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

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

WeWe don't cover anything in section 3 'Things we don't cover' on pagesdon't27 to 39.

cover

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

For examples of how we settle claims, see section 8 'How we settle claims – some examples' on page 101.

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#### Additional cover that comes with your policy

When a claim for loss or damage to the building or landlord contents is covered, you may be entitled to the additional cover in this section. The limits shown are paid in addition to the building or landlord contents sums insured, unless stated otherwise. Some covers can also be claimed separately to a claim for loss or damage to the building or landlord contents. All of the conditions of your policy and the section 3 'Things we don't cover' apply to the additional covers.

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

You can make a claim under 'Accidental breakage of glass' page 64, 'Motor burnout' page 67, 'Exploratory costs where a leak is not covered under the insured event 'Escape of liquid'', page 69 and 'Damage from physical injury or incident' page 70, independently of a claim for loss or damage to the building or landlord contents.



#### Loss of rent following an insured event

#### We cover

#### When you have building cover

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

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

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

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



#### Loss of rent following an insured event (cont'd)

We		٠	loss of re	ent:
			_	

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- if you do not intend to repair or replace the building, unit or your landlord contents;
- if the tenant still has an obligation to pay the rent;
- once the insured address is able to be lived in again or be released because the repair or rebuilding process for the damage covered under this policy is complete;
- if you have made a claim for the same incident under optional cover 'Tenant Protection' (see page 73) and have already been compensated for your loss under that optional cover;
- if you do not have a rental agreement;
- if the insured address was not occupied by a paying tenant at the time the loss or damage occurred. But we will provide cover if it would have been rented, during the time taken to repair, replace or rebuild the building. You may be able to show this by a signed tenancy agreement from a tenant that was due to move in;
- to the extent permitted by law, any amounts you are able to recover for loss of rent under another insurance policy including any insurance policy taken out by a body corporate or similar entity;
- anything in section 3 'Things we don't cover' on pages 27 to 39.

# LimitWhen you have building coverThe longest period we will pay for one incident is 52 weeks and the<br/>most we will pay in total is up to \$25,000.When you have landlord contents cover in a unit<br/>The longest period we will pay for one incident is 52 weeks and the<br/>most we will pay in total is up to \$25,000.



We

cover

#### Other repair/rebuilding costs

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

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

The costs of:

don't

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• removing tree stumps and roots still in the ground;

- removing or lopping trees or branches that have not damaged the building;
- upgrading undamaged parts, sections or components of the building to comply with the current home building regulations and laws;
- making the building comply with building laws and regulations that existed but were not complied with when the building was originally built or when construction, repairs, renovations or alterations were undertaken (e.g. we will not pay to raise the building if renovations did not comply with height limits or requirements);
- making sheds or outbuildings comply with current building laws and regulations if they did not comply with council requirements and/or if the required permits were not in place at the time they were originally built or when construction, repairs, renovations or alterations were undertaken;

cover



# Other repair/rebuilding costs (cont'd)

We don't	<ul> <li>making the building comply with current multi-residential building or fire safety regulations:</li> </ul>
cover	<ul> <li>that did not exist when the building was originally built or when construction, repairs, renovations or alterations were undertaken; or</li> </ul>
	<ul> <li>if the building was not correctly classified with your local council as a multi-residential building prior to the loss occurring;</li> </ul>
	<ul> <li>any professional fees (e.g. architect's fees) related to a change to the design of the building (or to upgrade any part of it) that you choose to make.</li> </ul>
	Anything in section 3 'Things we don't cover' on pages 27 to 39.
Limit \$	The most we will pay for any one incident is <b>10%</b> of the building sum insured, unless your certificate of insurance shows that you have the Complete Replacement Cover® option (see page 72) in which case we pay the reasonable and necessary costs.
of the with was would comp were	er 'Other repair/rebuilding costs' we will only make damaged components e building which we are repairing or rebuilding under your policy comply current home building regulations and laws. This means e.g. if the roof damaged due to impact by a falling tree and required repairs, we d repair or rebuild the roof to comply with current laws as the damaged bonent of the building. If other building components within the roof space not damaged in the incident, they would not be repaired or rebuilt as of the claim. For what we mean by 'components' see page 119.



#### **Removal of debris**

We cover	When you have building cover When you are covered for loss or damage to the building we will cover the reasonable and necessary costs of:
$\checkmark$	<ul> <li>demolishing and removing the damaged parts of the building from the insured address;</li> </ul>
	• removing debris, including fallen trees or fallen branches where:
	<ul> <li>the debris has damaged the building; or</li> </ul>
	<ul> <li>removal of the debris is required in order to repair the building.</li> </ul>
	When you have landlord contents cover When you are covered for loss or damage to your landlord contents we will cover the reasonable and necessary costs to dispose of the damaged landlord contents.
We don't	<b>When you have building cover</b> The cost of:
cover	<ul> <li>removing tree stumps and roots still in the ground;</li> </ul>
$\bigotimes$	<ul> <li>removing any debris, including trees or branches that have not damaged the building;</li> </ul>
	<ul> <li>disposing or removing anything that is landlord contents.</li> </ul>
	Anything in section 3 'Things we don't cover' on pages 27 to 39.
	When you have landlord contents cover Disposal, storage or removal of anything that is part of the building or that is not contents.
Limit Ş	When you have building cover The most we will pay for any one incident is up to 10% of the building sum insured, unless your certificate of insurance shows that you have the Complete Replacement Cover® option (see page 72), in which case we pay the reasonable and necessary costs.
	When you have landlord contents cover The most we will pay for any one incident is up to <b>10%</b> of your landlord contents sum insured.

	Storage of undamaged landlord contents
We cover	If you are covered under your policy for loss or damage to your landlord contents and your undamaged landlord contents cannot be kept at the insured address, we will also pay:
	• the reasonable cost to store the undamaged landlord contents until your contents can be kept at the insured address; and
	• the reasonable cost to transport the undamaged landlord contents from the insured address to the temporary place of storage (and back to the insured address).
We don't cover	<ul> <li>storage costs following loss or damage by flood, or loss or damage in storage caused by flood if you do not have cover for the insured event 'Flood';</li> </ul>
	<ul> <li>storage costs once your landlord contents can be returned to the insured address;</li> </ul>
	<ul> <li>storage costs outside of Australia;</li> </ul>
	<ul> <li>storage costs following loss or damage that is excluded by this policy.</li> </ul>
	Anything in section 3 'Things we don't cover, on pages 27 to 39.

Limit The most we will pay for the storage of undamaged landlord contents ŝ for any one incident is up to 10% of your landlord contents sum insured.

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

\$	Mortgagee discharge costs
We cover	If you have building cover and we pay a claim for loss or damage to the building to a credit provider that fully repays the building loan, then we will pay the administrative and legal costs of:
	<ul> <li>discharging the mortgage;</li> </ul>
	<ul> <li>removing the mortgagee from the land title on your property.</li> </ul>
We don't	<ul> <li>penalty interest rate charges or early loan repayment charges imposed on you by the credit provider.</li> </ul>
cover	We don't cover anything in section 3 'Things we don't cover' on
$\bigotimes$	pages 27 to 39.
Limit \$	The most we pay in any one period of insurance is <b>\$1,000</b> .



We

cover

#### Accidental breakage of glass

#### When you have building cover

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

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

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

#### When you have landlord contents cover

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

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

#### **Replacing glass**

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

We don′t	<ul><li>When you have building cover</li><li>glass in a glasshouse, greenhouse or conservatory;</li></ul>
cover	<ul> <li>any loss or damage caused by the broken item e.g. scratches or dents caused to another item or the building;</li> </ul>
	• ceramic tiles;
	<ul> <li>shower bases (tiled or otherwise);</li> </ul>
	<ul> <li>the cost to modify any part of the building to fit any replacement cooking or heating appliance if the dimensions differ;</li> </ul>
	<ul> <li>the cost to remove broken glass from carpets or other parts of the building or your landlord contents;</li> </ul>



#### Accidental breakage of glass (cont'd)

We don't cover

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- any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches);
- loss or damage that is covered under an insured event listed on pages 44 to 56, as you can make a claim for loss or damage under the applicable insured event;
- anything in section 3 'Things we don't cover' on pages 27 to 39.

#### When you have landlord contents cover

- any accidental breakage which has occurred while the items are in the open air;
- any loss or damage caused by the broken item e.g. scratches or dents caused to another item;
- drinking glasses and any glass or crystal items normally carried by hand;
- any handheld mirrors;
- the screen or glass of any computer, television set or other type of visual or audio electronic device;
- glass that is part of a vase, decanter, jug, fishbowl, ornament or light globe;
- the cost to remove broken glass from carpets or other parts of the building, unit or landlord contents;
- any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches);
- loss or damage that is covered under an insured event listed on pages 44 to 56, as you can make a claim for loss or damage under the applicable insured event;
- anything in section 3 'Things we don't cover' on pages 27 to 39.

Limit \$

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

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



#### Motor burnout

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

- building, if you have building cover;
- landlord contents, if you have landlord contents cover,

and the motor is less than 7 years old.

Cover includes the reasonable cost to repair or replace:

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

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

#### Repairing your motor

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

#### **Replacing your motor**

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

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

Continued on next page.



## Motor burnout (cont'd)

We cover	<b>Replacing the whole appliance</b> We will only pay you the cost to replace the whole appliance when a member of our supplier network determines that the cost to repair or replace the motor is more than the cost to replace the whole appliance. This may be less than what it would cost you to arrange the replacement in the market as we are able to secure supplier discounts from within our supplier network.
We don't cover	<ul> <li>loss or damage caused by flood if you do not have cover for insured event 'Flood';</li> <li>the cost of extracting or reinstalling a submersible pump;</li> <li>any amount you can recover under a manufacturer's guarantee or warranty;</li> <li>loss or damage to motors forming part of equipment or appliances used in conjunction with your trade, business activity or occupation;</li> <li>loss or damage to a refrigerator or freezer caused by spoiled food;</li> <li>anything in section 3 'Things we don't cover' on pages 27 to 39.</li> </ul>
Limit \$	Reasonable costs to repair or replace the electric motor or compressor containing the motor.
	e: a claim under this cover can be made independently of a claim for loss amage to the building or landlord contents.

For examples of how we settle claims, see section 8 'How we settle claims – some examples' on page 101.

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¢Q.	Exploratory costs where a leak is not covered under the insured event 'Escape of liquid'
We cover	If you have building cover we will pay the reasonable and necessary cost to locate the source of liquid escaping or overflowing at the insured address and to repair and restore the damage to the building caused by the exploratory work if the escape of liquid first happens during the period of insurance and the leak is not covered under insured event `Escape of liquid'.
	If you make a claim under this additional cover, no excess applies.
We don't cover	<ul> <li>loss or damage caused by flood if you do not have cover for insured event 'Flood';</li> <li>if the source of the leak can be located without invasive work (e.g. using a thermal camera), we won't pay any further exploratory work costs for loss or damage related to the exploratory work after this point;</li> </ul>
	• anything in section 3 'Things we don't cover' on pages 27 to 39.
Limit \$	The most we will pay is <b>\$1,000</b> for each incident.
	e: a claim under this cover be made independently of a claim for loss or age to the building.

damage to the building.

If as a result of the exploratory work, the escape of liquid is determined to be  $(\mathbf{I})$ covered under insured event 'Escape of liquid' page 52, the exploratory costs will be paid under that event and not under this additional cover.



## Damage from physical injury or incident

We cover	During the period of insurance we cover damage to and/or soiling of your:
	<ul> <li>building, if you have building cover;</li> <li>landlord contents, if you have landlord contents cover,</li> <li>caused by an incident that happens as a result of:</li> <li>physical assaults or death;</li> <li>forensic or police investigations into the above.</li> <li>Also included are the resultant costs of:</li> <li>specialist forensic and other cleaning services;</li> <li>removal of bio-hazard materials.</li> </ul>
We don't cover	<ul> <li>damage or soiling caused by incidents which are not the result of physical assaults or death;</li> <li>odour removal;</li> <li>anything in section 3 'Things we don't cover' on pages 27 to 39.</li> </ul>
Limit \$	The most we will pay for any one incident is <b>\$15,000</b> .
Note	e: a claim under this cover can be made independently of a claim for loss

or damage to the building or landlord contents.

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## Optional cover you can pay extra for

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Some covers you can purchase as an extra on your policy. If an optional cover applies to your policy it will be shown on your certificate of insurance. All of the conditions of your policy and the 'Things we don't cover' in section 3 apply to the optional covers.

#### Complete Replacement Cover®

You may be able to insure the building under our Complete Replacement Cover® option, instead of on a building sum insured basis.

This option can only be added to your policy at certain times, such as when you purchase your policy or renew it. If you would like this option, please ask us. We may ask you to supply additional details about the building. Your answers to our questions will be shown on your certificate of insurance and we will rely on your answers as the basis of our assessment of the cover we will provide.

If Complete Replacement Cover® option is added to the building insurance policy and you pay for this optional cover, it will be shown on your certificate of insurance and you will not have a building sum insured. Complete Replacement Cover® option does not cover everything as shown in the 'We don't cover' sections of the following tables.

*	Complete Replacement Cover®
We cover	Loss or damage to the building at the insured address due to an insured event in the period of insurance.
We don't cover	<ul> <li>loss or damage caused by flood if you do not have cover for insured event 'Flood';</li> <li>any loss, damage, item, cost or expense that is not covered under the insured event for which you are claiming;</li> <li>the cost to upgrade undamaged parts, sections or components of the building to comply with applicable current home building regulations and laws;</li> <li>any part of the building that is excluded under 'What we don't cover as the building' page 21;</li> <li>anything in section 3 'Things we don't cover' on pages 27 to 39.</li> </ul>
Limit \$	The most we will pay for loss or damage to the building for any one incident is the assessed quote to either repair or rebuild the building on a 'new for old' basis, unless we say otherwise in your policy.

You must tell us when building, renovations, construction, alterations and/or repairs commence at the insured address. See 'When you need to contact us' on page 13.
## **Tenant Protection**

The Tenant Protection optional cover has four benefits:

- 1. Loss of rent tenant default;
- 2. Theft or burglary by tenants or their guests;
- 3. Malicious acts or vandalism by tenants or their guests;
- 4. Replacement of locks.

Under the Tenant Protection optional cover, if you make a claim against one or any of the following benefits for the same incident:

- Loss of rent tenant default (except for death of a sole tenant);
- Theft or burglary by tenants or their guests;
- Malicious damage or vandalism by tenants or their guests,

there is no cover for an amount equal to four **(4)** times the weekly rental amount. This means you will need to have suffered loss (or damage) of an amount equivalent to, or greater than, four **(4)** four times the weekly rental amount before you have cover.

This amount is not an excess that you pay to us. See the example on page 107.

All amounts payable under the Tenant Protection optional cover are paid in addition to the sums insured that apply to your policy.

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

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

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

For the avoidance of doubt, 'rental agreement' does not include any shortterm rental, holiday letting or house sharing arrangement (including any arrangement booked through an online booking platform).



## Tenant Protection 1. Loss of Rent - tenant default

We cover	<ul> <li>Tenant stops paying but does not leave</li> <li>If your tenant stops paying the weekly rental amount in the period of insurance but does not leave, we will pay the weekly rental amount for:</li> </ul>				
	<ul> <li>up to 15 weeks if your rental agreement is on a fixed term basis; or</li> </ul>				
	<ul> <li>up to 2 weeks if your rental agreement is on a periodic basis.</li> </ul>				
	Cover will commence from the date the tenant stops paying any rent until the earliest of the following times:				
	<ul> <li>the date you re-let the insured address;</li> </ul>				
	<ul> <li>the date the tenant's rental agreement comes to an end; or</li> </ul>				
	• the 15 week or 2 week limit (whichever applies) is reached.				
We	Loss of rent if:				
don't cover	<ul> <li>the tenant has not breached your rental agreement by failing to pay rent;</li> </ul>				
$\bigotimes$	<ul> <li>we have paid a previous claim under 'Loss of rent – tenant default' in respect of the same tenant in the same period of insurance;</li> </ul>				
	<ul> <li>the rent was already in arrears when you purchased this policy;</li> </ul>				
	<ul> <li>you have agreed to a reduction in rent with the tenant;</li> </ul>				
	<ul> <li>you do not have a rental agreement in place with the tenant;</li> </ul>				
	<ul> <li>you have already been compensated for your loss under the additional cover 'Loss of rent following an insured event' page 58;</li> </ul>				
	<ul> <li>you have not taken all steps available to you under the Residential Tenancies Act, or other relevant state or territory legislation, to remedy non-payment and evict the tenant. For example, sending any notices for non-payment, filing an application to recover funds and seeking an order to evict the tenant from the relevant Tribunal or court or terminating the rental agreement.</li> </ul>				
	Anything in section 3 'Things we don't cover' on pages 27 to 39.				
Limit \$	In addition to the above limits in 'We cover', the most we will pay for any one incident is <b>\$6,000</b> .				



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### Tenant Protection (cont'd) 1. Loss of Rent - tenant default (cont'd)

Tenant stops paying rent and permanently leaves

cover	<ul> <li>If your tenant permanently leaves during the period of insurance without giving you notice as required under your rental agreement, we will pay the weekly rental amount if it is not paid to you for a period up to:</li> <li>15 weeks if your rental agreement is on a fixed term basis; or</li> <li>2 weeks if your rental agreement is on a periodic basis.</li> <li>Cover will commence from the date the tenant stops paying any rent until the earliest of the following times:</li> <li>the date you re-let the building;</li> <li>the date the tenant's rental agreement comes to an end; or</li> <li>the 15 week or 2 week limit (whichever applies) is reached.</li> </ul>
We don't cover	<ul> <li>Loss of rent if:</li> <li>the tenant has not breached your rental agreement by failing to pay rent;</li> <li>the rental agreement could have been legally terminated by you;</li> <li>we have paid a previous claim under the 'Loss of rent – tenant default' in respect of the same tenant in the same period of insurance;</li> <li>the rent was already in arrears when you purchased this policy;</li> <li>you have already been compensated for your loss under the additional cover 'Loss of rent following an insured event' page 58;</li> <li>you do not actively seek a new tenant. This may include advertising the property for rent and arranging for the property to be viewed by prospective tenants.</li> <li>Anything we don't cover in section 3 'Things we don't cover' on pages 27 to 39.</li> </ul>
Limit \$	In addition to the above limits under 'We cover', the most we will pay for any one incident is <b>\$6,000</b> .

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

# Tenant Protection (cont'd) 1. Loss of Rent - tenant default (cont'd)

We cover	<b>Death of sole tenant</b> If your tenant is a sole tenant and that person dies during the period of insurance and before the end of their rental agreement, we will pay the weekly rental amount for <b>2</b> weeks from the date of their death.		
We don't cover	Anything in section 3 'Things we don't cover' on pages 27 to 39.		
Limit \$	The most we will pay is the weekly rental amount for <b>2</b> weeks.		
We cover	<b>Tribunal order</b> If your rental agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority on the grounds of hardship on the part of the tenant during the period of insurance, we will pay the weekly rental amount for up to <b>4</b> weeks.		
	Cover will commence from the date the Tribunal order takes effect for up to the earliest of the following times:		
	<ul><li>the date you re-let the building; or</li><li>the limit for this cover is reached.</li></ul>		
We don't cover	Anything in section 3 'Things we don't cover' see pages 27 to 39.		
Limit \$	In addition to the above limits under 'We cover', the most we will pay is the weekly rental amount for up to <b>4</b> weeks.		

<b>S</b> i	Tenant Protection (cont'd) 2. Theft or burglary by tenants or their guests		
We cover	Loss or damage caused by theft or burglary by your tenants or their guests during the period of insurance.		
We don't cover	<ul> <li>loss or damage when we have accepted a previous claim under this cover in relation to the same tenant in the period of insurance;</li> <li>loss or damage if you do not have a rental agreement in place;</li> <li>loss or damage to the building if you do not have building cover or to landlord contents if you do not have landlord contents cover;</li> <li>anything in section 3 'Things we don't cover' on pages 27 to 39.</li> </ul>		
Limit \$	The most we will pay for all incidents in the period of insurance is <b>\$20,000</b> .		
at th This	ne tenant' means that at least one common person was usually residing e insured address when the incidents giving rise to the claims occurred. is the case even if the common person was not responsible for any theft urglary.		

	Tenant Protection (cont'd) 3. Malicious acts or vandalism by tenants or their guests
We cover	Loss or damage caused by malicious acts or vandalism by your tenants or their guests during the period of insurance.
We don't cover	<ul> <li>accidental or unintended loss or damage;</li> <li>loss or damage to the building if you do not have building cover or to landlord contents if you do not have landlord contents cover;</li> <li>the cost of cleaning, repairing or restoring the building or landlord contents caused by neglect, or untidy, unclean or unhygienic habits of the tenant or their guests, such as the cost of cleaning, repairing or removing: <ul> <li>liquid (including urine) or food stains;</li> <li>odours;</li> <li>abandoned items or rubbish;</li> <li>drawing or painting on walls;</li> <li>water damage and stains from over- watering plants;</li> <li>water damaged carpets, flooring, cupboards or vanity units caused by water splashing from showers, sinks or baths.</li> </ul> </li> <li>loss or damage when we have accepted a previous claim under this cover in respect of the same tenant;</li> <li>loss or damage if you don't have a rental agreement in place;</li> </ul>
Limit \$	<ul> <li>anything in section 3 'Things we don't cover' on pages 27 to 39.</li> <li>The most we will pay for all incidents in the period of insurance is \$30,000.</li> </ul>

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

	Tenant Protection (cont'd) 4. Replacement of locks
We cover	We cover the costs of rekeying or replacing (whichever is less) keys, locks and cylinders on external doors and windows, and replacing remote control garage opening devices of the insured address if your tenant:
	<ul> <li>permanently leaves the insured address without giving you or your agent the notice required by the rental agreement; or</li> <li>is legally evicted from the insured address,</li> </ul>
	during the period of insurance and the tenant has not returned the keys or remote control garage opening device to you or your agent.
	If your claim is solely for 'Replacement of locks' no excess applies.
We don't cover	<ul> <li>the cost of replacing a spare sets of keys;</li> <li>the replacement of keys, locks and cylinders when we have accepted a previous claim under this cover in respect of the same tenant;</li> <li>loss or damage if you don't have a rental agreement in place;</li> <li>anything in section 3 'Things we don't cover' on pages 27 to 39.</li> </ul>
Limit \$	The most we will pay for any one incident is <b>\$800</b> in total.

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

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# Making a claim

We want to be there for you in your times of need. In this section we set out how we help you when you make a claim.

# Making a claim

# What you must do

- allow us to inspect the damaged building and/or landlord contents;
- allow us to arrange for experts to assess the damaged building and/or landlord contents and to quote on repair or replacement;
- arrange for all contents to be moved and/or stored in order to facilitate repairs to the building. Note: if you have landlord contents cover with us, some cover may be available under 'Storage of undamaged landlord contents' on page 63;
- provide us with a quote/s for repair or replacement if we ask for this;
- provide us with copies of entry/exit and routine building inspection reports along with photographs to support a claim for damage if we ask for this;
- provide us with any inspection report you might have obtained prior to purchasing the building;
- when requested, provide us with proof of loss, ownership and value;
- provide us with information, co-operation and assistance in relation to the claim (including attending an interview or giving evidence in court if required);
- allow us, or a person nominated by us, to recover, salvage or take possession of parts of the building or landlord contents when we replace or pay you the full sum insured or the total cost to repair or rebuild the building. When we ask, you must send any items to us, or cooperate in our collection or retrieval of such items.

## What you must not do

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

# If you do not comply

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

# Legal liability claims

You must tell us about any incident that has caused an injury to others or damage to other people's property.

You must also as soon as possible tell us about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us.

If you make a legal liability claim under your policy we can decide to defend you, settle any claim against you or represent you at an inquest, official inquiry or court proceedings. If we decide to defend you, settle any claim against you or represent you, then you must give us all the help we need, including help after your claim has been settled.

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

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

# How to establish your loss

# Establish an incident took place

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

We may obtain the following from the police:

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

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

# Describe your loss or damage

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

# Proving loss, ownership and value

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

Continued on next page.

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

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

We do not consider that a statutory declaration of itself is acceptable evidence of proof of ownership and value.

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

# How we settle building claims

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

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

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

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

# If your policy has a building sum insured



## When a member of our supplier network is unable to complete the repair or rebuild and you have a building sum insured

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

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

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

If we pay you for the repair or rebuild, the Lifetime guarantee on building repairs does not apply see page 95.

# When you have a building sum insured and we settle the building claim we will not:

- pay more than the relevant sum insured or policy limit;
- pay extra because you paid more for an item when it was originally purchased;
- pay extra to repair or rebuild the building to a better standard, specification or quality than it was before the loss or damage occurred except as stated in the meaning of 'new for old' (see page 88) or unless stated otherwise in your policy;
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that are not covered by your policy (see section 3 'Things we don't cover' page 35), other than a defect or fault that we guarantee under this policy;
- fix or pay to fix pre-existing damage (unless your policy provides otherwise).

# If your policy has Optional Complete Replacement Cover®

	have the building repaired or rebuilt endation of our builder).
If you accept the offer	If you choose not to accept the offer
The builder we engage will complete the repair, or rebuild on a 'new for old' basis.	You will be paid the amount of the assessed quote to repair, or rebuild on a 'new for old' basis. Note: this amount to repair or rebuild may be less than what it would cost you to arrange the repairs or rebuild with your own builder. We are able to secure supplier discounts from within our supplier network.

# When a member of our supplier network is unable to complete the repair or rebuild and you have Complete Replacement Cover®

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

Once the scope of works and quote is provided to us, we will arrange for it to be assessed. This will involve reviewing the quote to determine it is appropriate and reasonable for the scope of works. This includes a consideration of the appropriateness of materials, repair method, labour and material costs and overall cost effectiveness. If the quote is appropriate and reasonable for the scope of works, we will then pay you the assessed amount. If it is not, the quote may be adjusted. This may include, adjusting the scope of works or the quote. We will then pay you the adjusted amount of the quote.

If we pay you for the repair or rebuild, the Lifetime guarantee on building repairs does not apply see page 95.

# When you have Complete Replacement Cover<sup>®</sup> and we settle the building claim we will not:

- pay extra because you paid more for an item when it was originally purchased;
- pay extra to repair or rebuild the building to a better standard, specification or quality than it was before the loss or damage occurred except as stated in the meaning of 'new for old' (see page 88) or unless otherwise stated in your policy;
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that are not covered by your policy (see section 3 `Things we don't cover' on page 35), other than a defect or fault that we guarantee under this policy;
- fix or pay to fix pre-existing damage (unless your policy provides otherwise).

# How we settle your landlord contents claims

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

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

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

# Repairing your landlord contents

We will engage a repairer within our supplier network who is able to complete the repairs to your landlord contents to provide a quote. If the quoted cost to repair the item is less than the cost of replacement, we will authorise the repairs. If you do not accept the offer to repair, we will pay you the quoted cost. If we pay you for the repair, the Lifetime guarantee on landlord contents repairs does not apply see page 97.

# Replacing your landlord contents

If the quoted cost to repair is more than the cost of replacement on a 'new for old' basis or if the landlord contents item cannot be repaired, you have the option to accept a replacement on a `new for old' basis sourced through our supplier network. See page 88 for what 'new for old' means.

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

# When we settle your landlord contents claim we will not:

- pay more than the relevant sum insured or policy limit;
- pay extra to replace landlord contents item to a better standard, specification or quality than they were before the loss or damage occurred except as stated in the meaning `new for old';
- fix or pay to fix pre-existing damage (unless your policy provides otherwise);
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that are not covered by your policy (see section 3 `Things we don't cover' on page 35), other than a defect or fault that we guarantee under this policy;
- pay extra because you paid more for that item when it was originally purchased;
- pay for any decrease in the value of a pair, set or collection when the damaged or lost item forms part of the pair, set or collection. We pay only for the repair or replacement of the item which was damaged or lost.

## 'New for old' means:

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

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

#### Same type, standard and specification as when new

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

# 'New for old' does not:

- include paying the extra cost of replacing or purchasing an extended warranty on any item;
- mean of a better standard, specification or quality than when new.

# When items may be replaced to a better standard

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

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

# **Obsolete electrical appliances**

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

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

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

# **Building claims**

This section relates specifically to a claim made on the building policy and is in addition to the information in 'How we settle building claims' on pages 84 to 87.

# When we authorise the repair or rebuilding of the building

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

# Repairing or rebuilding damaged parts

We will only repair or rebuild the parts that are damaged where the damage is covered by your policy. Apart from the limited circumstances where we will repair or rebuild undamaged parts (see 'When we will pay extra in relation to undamaged parts' page 90) this policy does not cover you to replace undamaged parts, such as when:

#### • one garage door is damaged

we will only replace or repair the damaged one, not other doors.

#### • roof tiles are damaged

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

#### • roof sheeting is damaged

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

#### • an external wall is damaged

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

## When we cannot match materials to undamaged parts

If we cannot find materials to match undamaged parts, we will offer to repair or rebuild using new materials of a similar type, standard and specification to the damaged parts of the building when new and that are reasonably and commercially available in Australia and compliant with current building regulations. It may not be the same brand, line or product.

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

You can pay the extra cost of replacing the undamaged part to achieve a uniform appearance with the materials we have found. See also 'When we will pay extra in relation to undamaged parts' on page 90 as there are some limited circumstances where we will pay extra to repair or rebuild undamaged parts. We can pay you the assessed quote of repairing or rebuilding using materials that are the closest match available that has been quoted by one of our suppliers based on the materials we have found. The assessed quote may be less than what it will cost you to arrange the repairs or rebuild within the building market. We are able to secure supplier discounts from our supplier network.

## When we will pay extra in relation to undamaged parts

If we cannot find new materials to match undamaged parts, we will pay extra to rebuild or repair undamaged parts to achieve a uniform appearance in the following limited circumstances:

#### • wall tiles are damaged

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

#### • other wall coverings are damaged

(e.g. paint, wallpaper, wood panels, but not tiles) we will pay extra to paint, wallpaper or replace undamaged wall coverings in the same room, stairs, hallway or passageway\* where the damage occurred.

#### floor coverings are damaged (including tiles)

we will pay extra so that continuously joined undamaged floor coverings of the same material in the same room, stairs, hallway or passageway\* where the damage occurred will have a uniform appearance. This does not mean that we will always replace the undamaged floor coverings. Sometimes a repair (e.g. sanding or other floor treatment) may be possible to achieve a uniform appearance.

#### • kitchen cabinets, cupboards or benchtops are damaged

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

\*See pages 92 to 94 for 'What we mean by same room, stairs, hallway or passageway'.

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

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

(]

See the case study on page 92 for a visual explanation.

The same cabinet, cupboard or benchtop does not include a separate kitchen island but it does include a cabinetry tower (e.g. a pantry) (including any upper or lower cabinets joined to the cabinetry tower) if they are continuously joined to the damaged part and made out of the same materials. For the avoidance of doubt, we consider cabinetry that connects to a cabinetry tower in this manner is on the same level and is the same cabinet and cupboard.

Sometimes replacing the benchtop, door fronts or drawers in the undamaged area is all that is necessary to create a uniform appearance.

In relation to claims under 'Escape of liquid' page 52, the most we will pay under 'When we will pay extra in relation to undamaged parts' for wall tiles is **\$750**.

# Case study

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

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

- continuously joined; and
- made out of the same materials; and
- on the same level.

#### In this kitchen case study

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

If this kitchen case study included an undamaged kitchen island that was entirely separate to all other cabinetry shown, it would also be considered a separate section.



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

#### Same room

A room is an area starting and finishing at:

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

A room is not the same room, if there is a change in elevation in the room flooring.

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

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



## Combined lounge-dining room

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

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

# Open plan areas

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

- a change in the floor or wall covering;
- there is a change in the elevation in the floor;
- the start of a hall or passageway;
- the nearest wall, doorway, archway or similar opening.

## Same passageway or hallway

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

A passageway or hallway is not the same passageway or hallway, if there is a change in elevation in the passageway or hallway flooring.







### Same stairs

Side view of stairs The same stairs is to the top of the treads only on the stairs and not the room (or the landing) at the top of the stairs. **Legend** Shaded areas show the area that we consider the same room, stairs, hallway or passageway. Solid lines represent floor to ceiling walls.

Dotted lines show boundaries of a room or area where there is no physical barrier present (e.g. no wall or door).

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

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

- if the building has a defect, fault or poor workmanship (see section 3 'Things we don't cover' on page 35), it is not covered and we will not pay to fix it. This is the case whether you knew about the defect or fault (or not). For example, we would not fix structural posts, beams or load bearing walls that have been removed without taking into account structural engineering requirements.
- if a defect or fault (or poor workmanship) causes or contributes to loss or damage to the building, that resultant damage is not covered but only if you knew about the defect or fault or should have reasonably known about it (see `Things we don't cover' page 35). For example, your roof has a fault (and you knew about the fault because you have been told about it by a tradesperson) and this allows rain to enter during a storm, we will not pay to fix the resultant water damage.
- if a member of our supplier network is unable to complete the repairs or rebuild damage covered by your policy (e.g. because a defect or fault or poor workmanship in any building component will not support the repairs) we will pay in accordance with `How we settle building claims' on page 84 as if the building component did not have the defect or fault. This is the case whether you knew about the defect or fault (or not). For example, a defective load bearing wall will not support the repairs needed to the ceiling. We pay you the cost to repair the damage to the ceiling as if the building did not have the defective load bearing wall.

# Changes to the building

# If you want to change the design of the building

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

# Choosing to rebuild on another site

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

# Lifetime guarantee on building repairs

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

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

## What we guarantee

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

## This guarantee does not apply:

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

# Landlord contents claims

This section relates specifically to a claim made on your landlord contents policy and is in addition to the information in 'How we settle your landlord contents claims' on page 87.

# Repairing or replacing damaged landlord contents

We will only repair or replace landlord contents that are lost or damaged when the loss or damage is covered by your policy. Apart from the limited circumstances where we will repair or replace undamaged landlord contents (see 'When we will pay extra in relation to undamaged parts' page 96) you cannot claim to replace undamaged landlord contents e.g. a lounge chair which is part of a suite is damaged beyond repair, we will pay to replace that chair, not the whole lounge suite.

# When we cannot match materials to undamaged parts

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

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

If we agree, you can pay the extra cost of replacing undamaged parts of your landlord contents to achieve a uniform appearance. See also 'When we will pay extra in relation to undamaged parts' on page 96 as there are some limited circumstances where we will pay extra to repair or replace undamaged parts. We can pay you the assessed quote of repairing or replacing using materials that are the closest match available as quoted by a member of our supplier network. The assessed quote may be less than what it will cost you to repair or replace the item. We are able to secure supplier discounts from our supplier network.

# When we will pay extra in relation to undamaged parts

If we cannot find new materials to match undamaged parts, we will pay extra to repair or replace undamaged parts to achieve a uniform appearance in the following limited circumstances:

#### • internal blinds and curtains

we will pay extra to replace undamaged blinds and curtains in the same room, stairs, hallway or passageway\* where the damage occurred.

#### carpets or other floor coverings

we will pay extra so that continuously joined undamaged and matching carpets and other floor coverings (that are covered as a landlord contents item) in the same room, stairs, hallway or passageway\* where the damage occurred will have a uniform appearance. This does not mean that we will always replace the undamaged carpets and flooring. Sometimes a repair may be possible.

\*See pages 92 to 94 for 'What we mean by same room, stairs, hallway or passageway'

### Lifetime guarantee on contents repairs

When we repair your landlord contents, we guarantee the quality of workmanship of that work for the lifetime of your landlord contents if we:

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

## What we guarantee

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

## This guarantee does not apply:

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

# **Deductions from your claim**

If we pay the full building sum insured to you or pay you the total cost to rebuild the building (when you have the Complete Replacement Cover® option), we will deduct the following where applicable, from the amount we pay you:

- any unpaid excesses;
- any unpaid premium including any unpaid or remaining instalments for the period of insurance (if any);
- any input tax credit entitlement, refer to page 111.

# After we pay your claim

# Potential impact on cover and premiums

# After a building claim

If we only pay part of the sum insured to you (or only part of the total cost to repair or rebuild the building if you have the Building Complete Replacement Cover® option), your policy continues for the period of insurance.

If we pay the full sum insured to you or pay you the total cost to rebuild the building (when you have the Complete Replacement Cover® option), all cover under your policy stops on the day we pay or otherwise finalise your claim. There is no refund of premium.

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

## After a landlord contents claim

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

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

## Salvaged building and landlord contents items

If we replace or pay you the full sum insured for an item or the total cost to repair or rebuild the building (when you have the Complete Replacement Cover® option), we then own the damaged or recovered item. We will need you to make the damaged or recovered item available to us.

## Our right to recover from those responsible

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

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

Continued on next page.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

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

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

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

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

- all amounts are in Australian dollars and are GST inclusive;
- all examples assume you are not registered for GST; and
- the excess amounts stated are examples only and may be different to your excess(es). Refer to your certificate of insurance.

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## Example 1 – Total loss – Landlord building when the Complete Replacement Cover<sup>®</sup> option is chosen and landlord contents claim

The building is insured with the Complete Replacement Cover® option and this is shown on your certificate of insurance. You have your landlord contents insured for \$10,000 to cover your carpets and curtains. The city has been hit by a major cyclone and the building was one of the many destroyed during the event, along with your landlord contents. In this example, a \$800 AAMI Flexi-Premiums® excess applies to the building policy and a \$500 AAMI Flexi-Premiums® excess applies to the landlord contents policy.

Your claim		Additional information
Cost to rebuild the building	\$600,000	A builder from our supplier network assesses the building as a total loss. We cover loss or damage due to the cyclone up to the assessed quote from a member of our supplier network to repair or rebuild the building on a 'new for old' basis. You elect to have the building rebuilt. We pay this amount directly to our builder and they commence work.
Landlord contents	\$10,000	You have provided the requested proof for the landlord contents lost during the cyclone. We have offered to replace certain landlord contents items through our supplier network but in relation to other landlord contents items, you have asked us to pay you the value of the item as sourced by a member of our supplier network.
Removal of debris	\$41,000	We pay the reasonable and necessary costs for removal of debris under both the building and landlord contents policy. In this example, that amount is \$41,000. We pay this amount to our supplier undertaking this work. <b>Note:</b> When the Complete Replacement Cover® option is not chosen, removal of debris cover for the building is limited to 10% of the building sum insured.

Your claim		Additional information
Loss of rent following an insured event	\$20,000	You also claim under the additional cover 'Loss of rent following an insured event' as you are unable to lease the property. Your tenant was paying \$500 per week rent (net the amount deducted for the agent's commission and fees). Our builder determines that the repairs will take 40 weeks to complete.
Claim so far	\$671,000	
Less excess payable	-\$800	You pay the higher of the building or landlord contents excess. In this example, you pay this amount directly to us.
Total claim	\$670,200	

# Example 2 – Total loss – Landlord building when the Complete Replacement Cover® option is not chosen

The building is insured with a sum insured of \$350,000 (shown on your certificate of insurance) and you have not insured the landlord contents. Your city has been hit by a major cyclone and the building was one of many destroyed during the event. In this example, a \$500 AAMI Flexi-Premium<sup>®</sup> excess applies.

Your claim		Additional information
The sum insured shown on your certificate of insurance	\$350,000	A member of our supplier network assesses the building as a total loss and the assessed quote to rebuild is \$400,000. However, as the building sum insured is \$350,000 you are paid this amount.
Removal of debris	\$25,000	We pay up to 10% of the building sum insured to remove the building debris from your land under additional cover 'Removal of debris'. In this example the cost to remove the debris did not exceed 10% of the building sum insured. We will either pay these costs directly to our supplier or reimburse you for these costs.

Your claim		Additional information
Loss of rent following an insured event	\$20,000	You also claim under the additional cover 'Loss of rent following an insured event' as you are unable to lease the property. Your tenant was paying \$500 per week rent (net the amount deducted for the agent's commission and fees). Our builder determines that the repairs will take 40 weeks to complete.
Claim so far	\$395,000	
Less excess payable	-\$500	In this example, you pay this amount directly to us.
Total claim	\$394,500	

# Example 3 – Additional cover – Motor burnout

The ducted air conditioning unit motor attached to the building has suddenly stopped working and the repairer's report confirms that the motor for the unit has burnt out. The age of the motor in the ducted air conditioning unit is 5 years old. In this example, a \$300 AAMI Flexi-Premiums<sup>®</sup> excess applies.

Your claim		Additional information
Cost to replace the motor	\$600	Under additional cover 'Motor burnout', we will cover the replacement or repair of the motor only in the air conditioning unit up to the age of 7 years. A member of our supplier network determines that the quoted cost to repair the motor is more than the cost of replacement. We cover the cost from a member of our supplier network to replace the motor with one of the same specification and standard available at the time of the loss or damage. We pay the repairer directly.
Less excess payable	-\$300	In this example, you pay this amount directly to us.
Total claim	\$300	

# Example 4 – Legal Liability – Landlord building claim

You have insured the building and your tenant has made a claim against you for the amount of \$10,000 arising from an injury he sustained when he tripped over a large crack running across the driveway of your investment property. It is determined that you are liable. In this example, a \$500 AAMI Flexi-Premiums<sup>®</sup> excess applies.

Your claim		Additional information
Total amount of claim	\$10,000	We pay this amount to the injured party.
Less excess payable	-\$500	In this example, you pay this amount directly to us.
Total claim	\$9,500	

# Example 5 – Partial loss – Building only fire damage

While your tenant was cooking dinner, the phone rang and your tenant didn't notice the cooking oil catch on fire. When the fire was extinguished there was damage to the stove, kitchen wall behind the stove and the bench top to the right of the stove. In this example, a \$700 AAMI Flexi-Premiums<sup>®</sup> excess applies.

Your claim		Additional information
Cost to replace stove and kitchen wall	\$3,000	We cover the assessed quote from a member of our supplier network to replace the stove and kitchen wall. We pay the supplier direct.
Amount to replace damaged bench top		Due to the age of the kitchen, the damaged bench top on the right of the stove could not be replaced with new laminate that matches to the undamaged bench top to the left of the stove. We have offered to repair using laminate of a similar type and standard but you are not satisfied with the laminate we have found.
	\$2,000	We will only pay extra to match the damaged parts to undamaged parts in certain limited circumstances. In this example, the damaged bench top is not continuously joined to the undamaged bench top so we will not pay extra to repair the undamaged bench top. We pay you the assessed quote from a member of our supplier network to repair the damaged bench top.
Less excess payable	-\$700	In this example, this amount is deducted from the amount we pay you for the claim.
Total claim	\$4,300	

## Example 6 - Loss of rent - tenant default

You own a townhouse and have insured your landlord contents for \$30,000. Your tenant absconds without paying 8 weeks' rent at \$1,000 per week (net the agent's commission and fees), thereby owing \$8,000 in unpaid rent. You had a rental agreement in place with this tenant and as yet, despite actively seeking a new tenant, have been unable to secure a new tenant. You have the Tenant Protection option on your policy and in this example, a \$500 AAMI Flexi-Premiums<sup>®</sup> excess applies.

Your claim		Additional information
Reimbursement of lost rent	\$6,000	There is no cover provided for an amount equal to four (4) times the weekly rental amount (4 X \$1,000 = \$4,000). Therefore, we deduct \$4,000 from the amount the tenant owes you (\$8,000 - \$4,000 = \$4,000). As you are yet to secure a new tenant we pay a further \$2,000 (a further 2 weeks lost rent) up to the limit available. Note: Cover is limited to \$6,000 in total for Loss of rent – tenant default.
Replacement of Locks	\$800	As your tenant left without returning the keys, we cover the cost of replacing keys, locks and cylinders on external doors and windows under 'Replacement of locks'. The assessed quote from a member of our supplier network is \$1,000 but the most we will pay under 'Replacement of locks' is \$800. We pay you \$800.
Less excess payable	-\$500	In this example, you pay this amount directly to us.
Total claim	\$6,300	

# Example 7 – Loss of rent – tenant default, Theft or burglary by a tenant and Malicious damage or vandalism by a tenant

You have insured the building and your tenant absconds without paying 20 weeks' rent at \$1,000 per week (net the agent's commission and fees). You have a rental agreement in place with your tenant. Before leaving, the tenant deliberately kicks and punches holes in every interior wall of the building causing \$40,000 damage, and steals the built-in dishwasher worth \$2,500. You have the Tenant Protection option on your policy and in this example, a \$500 AAMI Flexi-Premiums® excess applies.

Your claim		Additional information
Loss of rent – tenant default	\$6,000	There is no cover provided for an amount equal to four (4) times the weekly rental amount (4 X \$1,000 = \$4,000). Therefore, we deduct the \$4,000 from the amount the tenant owes you (\$20,000 - \$4,000 = \$16,000). Cover is limited to \$6,000 in total for Loss of rent – tenant default. We pay you this amount.
Theft by tenant	\$2,500	As you are claiming against Loss of Rent – tenant default, Theft or burglary by tenants or their guests and Malicious damage or vandalism by tenants or their guests in relation to the same incident, the amount equal to four (4) times the weekly rental amount is only applied to your claim once. As it has already been applied to your claim in relation to Loss of Rent - tenant default, it does not need to be applied to your claim again. A member of our supplier network sources a replacement dishwasher for you.
Malicious acts by tenant	\$30,000	Although a member of our supplier network assesses the damage to the interior walls of the building caused by your tenant is \$40,000, the limit under this cover is \$30,000. We pay you \$30,000.
Excess payable	-\$500	In this example, you pay this amount directly to us.
Total claim	\$38,000	
## Important things to know – our contract with you

In this section, we set out more important information about your contract with us, including information about your premium (including paying your premium and what happens when your premium payment is late), how your policy operates and responds where there are joint policyholders, how the GST affects this insurance and what happens with cancellations.

## About your premium

The amount you pay for this insurance is called the premium. The premium includes any applicable GST, stamp duty, other government charges and any levies that apply. The premium will be shown on your certificate of insurance as the `Total Amount Payable' or, if you pay by monthly instalments, as the `Instalment amount'.

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

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

## Paying your premium

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

If we agree, you can pay the premium by instalments but it costs less to pay annually.

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

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

## Late annual renewal payments

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

## Late monthly instalments

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

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

## Joint policyholders

When you insure the building and/or landlord contents in the names of more than one person, and all of those people are named insured on your certificate of insurance, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy. The reasons for this is that these joint policyholders each have an interest or ownership in the building and/or landlord contents. We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before the purchase of this policy or during the period of insurance) as a statement, act, omission, request or direction by all policyholders.

There are, however, some exceptions to this.

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

## Conduct of others

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

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

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur. Our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

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

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

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

## What happens with cancellations

## Cancellation by you

You can cancel this policy at any time. For each building and landlord contents cover cancelled, you will be refunded the unexpired portion of the premium attributable to that building and landlord contents cover (including GST if applicable) less any non-refundable government charges. We will not give a refund if the refund is less than **\$10** (GST inclusive). If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is due and payable.

## Cancellation by us

We can cancel your policy where the law allows us to do so. For each building and landlord contents cover cancelled, you will be refunded the unexpired portion of the premium attributable to that building and landlord contents cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund is less than **\$10** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

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

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

## How to contact us with a complaint

#### Let us know

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

Contact us:

By phone: 13 22 44 By email: aami@aami.com.au

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

#### **Review by our Customer Relations Team**

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

By phone:	1300 240 437
By email:	idr@aami.com.au
In writing:	AAMI Customer Relations Team,
	PO Box 14180,
	Melbourne City Mail Centre VIC 8001

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

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

## How to contact us with a complaint (continued)

General Insurance Code of Practice

#### Seek review by an external service

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

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

You can contact AFCA:

	1800 931 678
By email:	info@afca.org.au
In writing:	Australian Financial Complaints Authority,
	GPO Box 3,
	Melbourne VIC 3001
By visiting:	www.afca.org.au

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

## Report insurance fraud

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

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

Help us fight insurance fraud by reporting:

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

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

## Words with special meanings

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



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

#### Actions or movements of the sea

means:

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

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

#### Agent

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

#### Aquarium

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

#### **Building**

see pages 20 to 21.

#### **Business activity**

means:

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

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

#### Cannot be lived in

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

#### Cannot be re-leased

means unable to be leased again.

#### Certificate of insurance

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

#### **Common property**

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

#### **Communicable Disease**

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- transmission of the substance or agent includes a virus, bacterium, parasite or other organism or any variation, living or not; and
- the method of transmission, whether direct or indirect, includes airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including people and living things).

#### Complete Replacement Cover®

see page 72.

#### Components (or building component)

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

#### Computer

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

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

#### Contents

see 'Landlord contents' on page 24.

#### Drones

means an unmanned aircraft that can be remote controlled or fly autonomously.

#### e-Bicycle

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

#### Fire (including bushfire)

means burning with flames.

#### Fixed term

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

#### Flood

see page 44.

#### Guest

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

#### Illegal drugs

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

#### Illegal drug precursor

means the starting materials for illegal drug manufacture.

#### Incident

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

#### Insured address

see page 23.

**Insured events** means the insured events on pages 44 to 56.

#### Landlord contents

see page 24.

### Landlord Insurance Additional Information Guide

see page 9.

#### Loss or damage

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

#### **Malicious** act

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

#### Open air

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

#### Period of insurance

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

#### Periodic

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

#### Personal transportation vehicle

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

#### Planned to demolish

means you planned to demolish the building, have lodged an application to do this, or a government authority has issued a demolition order for the building.

#### Policy

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

#### **Rental agreement**

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

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

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

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

#### **Retaining wall**

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

#### Same tenant

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

#### Scope of works

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

#### Set

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

#### Storm

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

#### Storm surge

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

#### Strata title

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

#### Sum insured

see page 22.

#### Tenant

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

#### Unit

means a unit, villa, townhouse or apartment in a strata title development. It does not include common property.

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

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

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

occupied means:

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

unoccupied means:

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

#### Vermin

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

#### We, us, our and AAMI

means AAI Limited ABN 48 005 297 807 trading as AAMI.

#### Weekly rental amount

means the:

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

less agent's commission and fees.

## You/Your

see page 23.

## We're here for you 7 days a week

#### How to contact us



This insurance is issued by AAI Limited ABN 48 005 297 807 AFSL No. 230859 trading as AAMI

