

# Landlord Insurance Policy

## Product Disclosure Statement

This Product Disclosure Statement contains the Landlord Insurance Policy terms and conditions.

You should read all sections of this Product Disclosure Statement before making a decision to acquire this financial product.

Issued by Elders Insurance (Underwriting Agency) Pty Limited  
ABN 56 138 879 026 AFS Licence 340965

Underwritten by QBE Insurance (Australia) Limited  
ABN 78 003 191 035 AFS Licence 239545



**Insurance**



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## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

### For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- your Elders Insurance authorised representative. The address and telephone number of your Elders Insurance Authorised Representative is shown on your Policy Schedule.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- your Elders Insurance authorised representative.

## About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

## About Elders Insurance

Elders Insurance (Underwriting Agency) Pty Limited ABN 56 138 879 026 AFSL 340965 (Elders Insurance) has entered into an arrangement with QBE Australia enabling Elders Insurance Authorised Representatives to distribute QBE products. This Policy is issued by Elders Insurance.

## Important Information

### The cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- the type of cover you have selected;
- the location, type, age, condition, use, and sum insured of your home and contents;
- the construction of your home; and
- your claims history.

Some rating factors do not affect all components of the premium calculation. For example, no claim bonus and loyalty discounts do not apply to the parts of the premium paid for liability cover or flood cover.

The premium also includes compulsory government charges including stamp duty, GST and Emergency Services Levy (where applicable).

### Cooling-off period

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

To cancel your policy within the cooling off period, contact your Elders Insurance Authorised Representative.

### Significant benefits & features

The Policy provides a convenient way of protecting all your investment properties under the one insurance Policy.

The table below provides a summary of the key features available for you to select from in order to protect your investment properties.

For full details of the cover provided, including any exclusions or conditions that may apply, please refer to the relevant section of the Policy Wording.

Your Policy Schedule will show the cover and options you have chosen.

Type of cover	Short description	Page no.
<b>Home and contents</b>	Accidental loss or damage, malicious damage and other insured events up to the limit you select for physical loss or damage to your home and contents.	Page 11
<b>Additional benefits included in your Policy</b>	<ul style="list-style-type: none"> <li>• <b>Home</b> Fees, removal of debris, replacement of keys and locks, trees, shrubs and plants, building materials, loss of rent, forced evacuation and legal costs</li> <li>• <b>Contents</b> Removal of debris, extra cost of reinstatement, change of site, and contents temporarily removed from the site.</li> <li>• <b>Home and contents</b> Automatic reinstatement and inflation adjustment.</li> </ul>	Page 14
<b>Optional benefits available by payment of an additional premium</b>	<p><b>You can choose to insure:</b></p> <p>Your tenant defaulting on their rent payment.</p> <p>If selected you can choose to increase the loss of rent cover provided by your Policy by electing a higher loss of rent benefit for additional premium.</p> <p>If your home is let on a casual or temporary, short term basis for residential, holiday or recreational purposes, you can insure it under this Policy by electing the casually let holiday home option.</p>	Page 15
<b>Legal liability</b>	All sums you become legally liable for in respect of personal injury or property damage and caused by an occurrence in connection with your home and contents.	Page 18
<b>Additional benefit included in your Policy</b>	Liability cover for the site continues following a home total loss.	Page 18

Each of the sections listed in the table above is subject to specific definitions, the basis of cover and specific exclusions. In addition, there are general exclusions and conditions that apply to all sections of the Policy.

### This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read both the Important Information and the Policy Wording carefully.

Please ask your Elders Insurance Authorised Representative if you are unsure about any aspect of this Policy.

### Your sum insured may not be adequate

To ensure that the amount of insurance is adequate in the event of a claim, you should establish an adequate sum insured when initially arranging cover and also take care to amend the sum insured when your situation changes.

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

## The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

## Privacy

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

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

### Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

### Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

### Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions - but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

#### *Disputes not covered by the AFCA Rules*

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE's CCU, AFCA or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>complaints@qbe.com, to make a complaint.</li> <li>privacy@qbe.com, to contact us about privacy or your personal information.</li> <li>customercare@qbe.com, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

### How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

### How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

## Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

Phone	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.fcs.gov.au

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

## Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

## Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

## How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

## Paying your premium

The ways you can pay your premium, and the frequency you can pay it, are described below:

- in one annual amount; or
- in monthly instalments.

Payments may be made by direct debit to your nominated financial institution, your Elders account, cash, cheque, BPAY or credit card.

Your Policy Schedule sets out what your premium is and how you've chosen to pay it.

## Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

## Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due.

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we may refuse to pay your claim.

## At renewal

If you pay by instalments, and you renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If the first instalment for a renewed Policy isn't received we'll try and retake the instalment after seven days. If it remains unpaid, your renewed Policy won't operate and there'll be no cover.

If an instalment is unpaid, we'll send you a reminder letting you know when we're going to retake the instalment. If we still don't receive your payment after this reminder, we'll write telling you the date your Policy will be cancelled unless your payment arrives. Then, if we don't receive a payment, we'll send you a notice to confirm your Policy has been cancelled.

## Adjustment of premium on renewal

If we agree to renew your Policy and you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

This condition doesn't affect any other rights we have at law or under this Policy.

## If your payment details change

If the direct debit details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

## Words with special meaning

There are some words in the Policy that have a special meaning. These words and their meanings are listed below.

### 1. 'accident'

An incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one event.

### 2. 'application'

The information as advised by you to us, either in writing, verbally or by electronic means, as part of your application for insurance provided by the Policy. Your completed proposal and the information you supply to us forms part of the basis for our decision of whether or not to insure you and on what terms.

### 3. 'bodily injury'

physical bodily harm including sickness or disease, and any resultant required care, loss of services, loss of consortium or death.

### 4. 'bond money'

Any money paid by or on behalf of the tenant held as security against any damage to your home and/or contents, rent owed, reletting costs or any other expenses. This Policy will operate and all claims will be paid on the basis that four weeks' rent has been paid as bond money.

### 5. 'casually let holiday home'

Your home that is let on a casual or temporary, short term basis for residential, holiday or recreational purposes.

**6. 'catastrophic event'**

A suddenly occurring, major, natural disaster that is insured by this Policy, where the resultant damage to property in the vicinity of your home is so extensive and widespread that the resultant surge in demand for the materials and labour required to repair buildings causes a surge in the prices of building repairs.

**7. 'claim'**

Each separate and distinct instance of loss or damage which is insured by this Policy.

**8. 'contents'**

Items a. to e. below, while they are at the site, and which belong to you or your family or for whose loss or damage you or your family are legally liable.

Contents includes:

- (a) household goods (including carpets whether fixed or not, curtains and internal blinds, unless you regularly lease out your home on an unfurnished basis);
- (b) articles of special value which you have listed on the Policy Schedule under 'Contents – Specified items';
- (c) if you own a unit in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which you own that the body corporate is not required by law to insure;
- (d) garden equipment if it does not require registration; and
- (e) swimming pools, spas, saunas and associated accessories that are designed to be dismantled and/or moved to another address.

contents does not include:

- (a) fish, birds or animals of any description;
- (b) trees, shrubs and any other plant life including grass or lawns, or soil, bark or mulch (other than pot plants);
- (c) any caravan or trailer;
- (d) cash, any negotiable instruments;
- (e) clothing, personal effects, jewellery, furs, watches, any gold or silver objects, computers or any equipment, software or consumables associated with a computer, photographic or video equipment or associated consumables of any kind, musical instruments, sporting goods or equipment, stamps, coins, medals or documents of any kind, any portable electrical appliance;
- (f) bicycles, motor vehicles of any kind other than garden equipment not requiring registration (including but not limited to any motor cycles, motor scooters, caravans or trailers), watercraft or aircraft or the accessories or spare parts of any of bicycles, motor craft, watercraft or aircraft;
- (g) any property belonging to a tenant, tenant's family or tenant's guest or any property owned by you but not intended for the use of any tenant;
- (h) any property:
  - (i) illegally in your possession;
  - (ii) stored in a dangerous and illegal way; or
  - (iii) any equipment connected with growing or creating any illegal substance;
- (i) any tools of trade or any commercial or retail trade stock;
- (j) your home or any part of your home.

**9. 'damage'**

Any form of physical harm to property but does not include wear and tear or anything that was present before this Policy came into force.

**10. 'excess'**

The amount shown in the Policy and/or your Policy Schedule, payable by you on each and every claim arising out of one event or occurrence under that Policy section.

**11. 'family'**

Persons who normally reside with you permanently and who are:

- (a) your spouse or defacto;
- (b) your or your spouse's or defacto's unmarried children;
- (c) your parents or your spouse's or defacto's parents; or
- (d) your brother or sister;

**12. 'flood'**

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

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

**13. 'fusion'**

The process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current.

**14. 'guest'**

A person, and their family or visitors, who rents your casually let holiday home without a Lease Agreement, but where there is either a:

- (a) rental agreement (that need not be subject to the Residential Tenancies Act or similar); or
- (b) record in a booking register;

that includes the following details:

- (a) the length of time the property will be let;
- (b) the amount of rent payable; and
- (c) the amount of the security bond, booking fee or deposit.

**15. 'home'**

The dwelling used entirely or primarily as a place of residence at the site shown on the Policy Schedule.

Home includes the following:

- (a) outbuildings, fixtures and structural improvements including in-ground swimming pools, courts used for sporting activities, inground spas, saunas, fixed solar photo-voltaic systems, jetties and pontoons all of which are used for domestic purposes;
- (b) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings;
- (c) services (whether underground or not) that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement;

- (d) landscaping, paved pathways and paved driveways, retaining walls, fixed artificial grass, fences and gates entirely or partly on the site;
- (e) masts, aerials, antennas, satellite dishes, fixed hot water systems, and fixed clothes lines.

Home does not include:

- (a) carpets (whether fixed or not), curtains or internal blinds unless you regularly lease out your home on an unfurnished basis;
- (b) earth or gravel pathways or driveways or other unpaved surfaces;
- (c)
  - (i) a hotel, motel, nursing home or boarding house;
  - (ii) buildings of flats or caravan (whether fixed to the site or not), unless this is expressly endorsed on your Policy Schedule;
  - (iii) strata title, company title or community units with respect to insuring the building, however we will insure contents contained within these units;
- (d) any part of the home used for any business or trade, except a dwelling used principally as a place of residence that also contains an office or surgery;
- (e) a building in the course of construction;
- (f) a building in the course of being demolished or that is vacant pending demolition;
- (g) a temporary building or structure;
- (h) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch.

#### 16. 'impact'

A collision of two or more objects.

#### 17. 'insured events'

The events listed in the home and contents section – Insured events 1. to 13., which we will insure you against, subject to the Policy conditions and exclusions.

#### 18. 'lease agreement'

The written and enforceable agreement between you and your tenant to rent your home and which is subject to and compliant with the Residential Tenancies Act or similar in your state or territory, whether the agreement is for a fixed term, periodical or a tenancy at will immediately following a lease agreement.

#### 19. 'legal liability'

Your legal responsibility to pay compensation for death, injury or damage to other people or their property. This responsibility only arises if you have done something wrong or you are at fault.

#### 20. 'malicious damage by tenants, tenant's visitors or tenant's family'

A wrongful act by a tenant, tenant's visitors or family motivated by malice, vindictiveness or spite with the intention of damaging the property.

This does not include:

- (a) damage occurring during or as a result of any maintenance, repairs or attempted repairs carried out by the tenant or anyone acting on their behalf;
- (b) damage caused by the failure of your tenant to control their children;
- (c) damage caused by pets belonging to your tenant;

- (d) accidental damage or accidental loss or any scratching, denting, chipping, rubbing or chaffing;
- (e) any neglect, carelessness, poor housekeeping or unhygienic living habits.

#### 21. 'model aircraft'

a small sized, unmanned replica of an existing or imaginary aircraft which is flown solely for toy, hobby, leisure, sporting or recreational purposes.

Model aircraft;

- does not include any aircraft used for a purpose other than the purpose for which it was originally designed (for example, it is not a model aircraft if it is used as a weapon),
- does not include any aircraft that has a wingspan that exceeds 150 centimetres,
- does not include any aircraft that has a total weight in excess of 2 kilograms, including anything in, on or attached to the aircraft (for example, a camera or gimbal),
- does not include any aircraft that costs more than \$1,500 when new, including anything in, on or attached to the aircraft,
- does not include any aircraft that is ever used in connection with or in relation to any commercial purpose or earning any income,
- does not include any aircraft that is being used illegally, in breach of any CASA or other laws or regulations, or safety requirements (for example, if it is used in breach of any Council safety rules, or any model aircraft club safety rules then it is not covered by this Policy).

#### 22. 'occurrence'

Includes continuous or repeated exposure to substantially the same general conditions. We regard all death, bodily injury or loss or damage to property arising from one original source or cause as one occurrence.

#### 23. 'open air'

Is restricted to the site and includes:

- (a) any area without a fixed covering such as a ceiling or roof that entirely covers a fully enclosed and lockable area or lockable structure; and
- (b) non lockable parts of your home.

For example, the back yard would be considered the open air even if it is surrounded by a fence and has locked gates because it has no roof or ceiling.

It also means in or on a motor vehicle, motor cycle, trailer or caravan, at the site whether those vehicles are locked or not, unless the vehicle is in a fully enclosed, locked, private structure (for example, your own garage to which no-one else has access).

#### 24. 'occupied'

Your home is furnished such that it is comfortably habitable and you, your family or someone with your consent (for example, a tenant) has resided in your home overnight. To be occupied your home must:

- (a) contain at least one usable bed/mattress;
- (b) contain at least one dining table or bench, a chair and some other furniture;
- (c) contain a functioning refrigerator;
- (d) be connected to the electricity; and
- (e) be connected to hot and cold running water.

**25. 'pairs and sets'**

Two or more articles the collective value of which exceeds the sum of their individual values.

**26. 'period of insurance'**

The period for which you are insured as shown in your Policy Schedule.

**27. 'personal injury'**

bodily injury, shock, mental anguish or mental injury, including death. Personal injury does not include the publication or utterance of a libel or slander, any defamation of character nor invasion or breach of privacy.

**28. 'Policy'**

Includes this PDS, your Policy Schedule and any future documents issued to you that amends the Policy Wording or Policy Schedule.

**29. 'Policy Schedule'**

The schedule of insurance or any endorsement schedule we give you.

**30. 'premium'**

The amount you pay for the insurance provided by this Policy, including any taxes and other government charges.

**31. 'purposeful damage by tenants, tenant's visitors or tenant's family'**

An act done by tenants, tenant's visitors or tenant's family without your permission and with the full knowledge that the action will alter the current state of the property, but done without any malice, vindictiveness or spite.

This does not include:

- (a) tenant neglect, carelessness, poor housekeeping, or unhygienic living habits;
- (b) damage occurring during or as a result of any maintenance, repairs or attempted repairs carried out by the tenant or anyone acting on their behalf;
- (c) damage caused by failure of tenants or their visitors to control their children;
- (d) damage caused by pets belonging to tenants, their visitors or children of the tenants or their visitors;
- (e) theft, or damage caused by theft;
- (f) accidental damage or accidental loss or any scratching, denting, chipping, rubbing or chaffing.

**32. 'rent'**

The amount of money payable under the lease agreement to rent your home at the time of any claim.

**33. 'rent default'**

Your tenant fails to pay rent in accordance with the lease agreement.

**34. 'secured'**

There is no open door, window or screen that allows any person(s) or animal(s) to enter your home.

**35. 'site'**

The address shown in your Policy Schedule where your home is situated or your contents are kept.

**36. 'specified contents'**

Items of particular value that you have individually listed as Specified items and that are listed on the Policy Schedule under 'Contents - Specified items'.

**37. 'sum insured'**

The amount of cover you have selected for an item and is the maximum amount we will pay in the event of a claim for that item. The sum insured for each item insured will be shown in your Policy Schedule.

**38. 'tenant'**

The person or persons renting your home named in the current lease agreement and any partner, children, pets or other persons permanently living at the site.

**39. 'theft'**

A person has taken your property without your knowledge, prior consent or agreement, with the intention of permanently depriving you of that property.

**40. 'total loss'**

Where we determine that your insured property is damaged or destroyed beyond economical repair, or lost and irretrievable.

**41. 'tsunami'**

A sea wave caused by a disturbance of the ocean floor or seismic movement.

**42. 'we', 'our' or 'us'**

QBE Insurance (Australia) Limited ABN 78 003 191 035.

**43. 'you', 'your' or 'yours'**

The person(s), companies or firms named in your current Policy Schedule as the insured.

## Home and contents section

### When you are insured

Your Policy Schedule indicates whether your home and your contents are insured and the sums insured.

The total contents sum insured consists of a sum Insured for:

1. unspecified contents, and
2. specified contents

### What you are covered for

We will pay for the accidental loss of and accidental or malicious damage to your home, contents or both at the site during the period of insurance. This includes cover for the insured events and accidental, purposeful, or malicious damage or theft caused by tenants, tenant's family, or tenant's visitors.

### Basis of settlement

#### Home

1. At our option we will:
  - (a) repair your home; or
  - (b) replace your home to a condition substantially the same as, but not better than when new; or
  - (c) pay the reasonable cost of its repair or replacement to a condition substantially the same as when new; or
  - (d) pay up to the sum insured shown in your Policy Schedule.

Claims will be reduced by the balance of any bond money that you can legally use to reduce or pay for any loss or damage after you have deducted any other expenses that you are legally entitled to deduct from the bond money such as clean up costs, rent owing or re-letting expenses.

If your home is a total loss, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. When we pay your claim for your home being a total loss, the Policy is exhausted and comes to an end.

2. You may choose to have your home replaced at another site, but we do not pay more than the sum insured.
3. If your home is a total loss and you do not commence rebuilding within six months of the damage occurring (or any other period which we agree with you in writing), you may have to pay any increase in cost caused by your delay.
4. If part of your home is damaged and we agree to pay your claim, we pay only for the part or parts of your home that actually sustained damage. We do not pay to replace any undamaged materials.

However, if:

- (a) it is impossible to acquire new material to replace the damaged material that reasonably matches the undamaged portion to a similar extent as immediately prior to the damage occurring; and
- (b) the amount of damaged material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching damaged and undamaged material was replaced; then we will replace both the damaged and undamaged material.

#### Example 1

There are 300 matching white wall tiles in the bathroom. As a result of a burst pipe, eight bathroom wall tiles are damaged. We would pay only the reasonable cost to repair or replace the eight damaged tiles to a condition substantially the same as when new.

#### Example 2

There are 300 superseded, matching, wall tiles in the bathroom. As a result of a burst pipe, 140 wall tiles are damaged. It is impossible to locate tiles that reasonably match the remaining 160 tiles.

Over 40% of the matching wall tiles have been damaged. Therefore, we would pay the reasonable cost to repair or replace all 300 tiles (140 damaged and 160 undamaged) to a condition substantially the same as when new.

We would be entitled to keep the 160 undamaged wall tiles by way of salvage. We would not pay to replace any tiles located in a room other than where the loss or damage occurred.

5. Where materials that are required to settle a claim that we agree to pay are not commercially available in Australia, at our option, we will:
  - (a) replace the materials with the nearest equivalent or similar new materials available in Australia or overseas; or
  - (b) pay the cost to replace the materials with the nearest equivalent or similar new materials available in Australia or overseas.

### Special benefit

#### Home sum insured safeguard

If we agree that the cost to repair or replace your home is greater than your home sum insured, then we will pay up to 30% more than your home sum insured to, at our option:

1. repair your home; or
2. replace your home to a condition substantially the same as, but not better than, when new; or
3. pay the reasonable cost of its repair or replacement to a condition substantially the same as when new.

This special benefit applies only if:

1. this Policy insures your home; and
2. your home is damaged by an insured event that is covered by this Policy and is considered by us to be a total loss; and
3. the cost to repair or replace your home is greater than your home sum insured because either:
  - (a) the increased cost of repairing damage to your home was caused directly by a catastrophic event; or
  - (b) you correctly used the Elders Insurance home and contents calculator on the Elders Insurance website located at [www.eldersinsurance.com.au/insurance-calculators](http://www.eldersinsurance.com.au/insurance-calculators) to calculate your home sum insured and the Elders Insurance calculator estimated an inadequate sum insured for your home, provided:
    - (i) that you can demonstrate that you correctly used the Elders Insurance calculator to determine your home sum insured; and
    - (ii) your home is substantially the same as when you used the Elders Insurance calculator (for example, you have not added to nor extended your home); and
    - (iii) you have not reduced any sum insured that we have offered on any renewal invitation since you used the Elders Insurance calculator.

This special benefit only relates to your home. It does not apply to any other insured property, Policy section, additional benefit or other Policy feature.

## Contents

1. At our option we will:

- (a) repair the damaged items; or
- (b) replace the items with items substantially the same as, but not better than, when new; or
- (c) pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than, when new; or
- (d) pay up to the sum insured shown in your Policy Schedule.

Claims will be reduced by the balance of any bond money that you can legally use to reduce or pay for any loss or damage after you have deducted any other expenses that you are legally entitled to deduct from the bond money such as clean up costs, rent owing or re-letting expenses.

If your contents are a total loss, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. When we pay your claim for all your contents being a total loss, the Policy is exhausted and comes to an end. We will not pay more than the total contents sum insured for all contents lost or damaged.

2. If we agree to pay a claim where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.
3. Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we will:
  - (a) replace the item with the nearest equivalent or similar new item available in Australia or overseas; or
  - (b) pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.

### 4. Antiques

Where we pay a claim for an antique item, and the market value of the item exceeds the cost of its replacement with a new item because of its antiquity and rarity, we will treat the market value as though it is the cost to replace the lost or damaged antique with a new item.

#### For example:

An antique created in 1880 is stolen and we agree to pay the claim.

The antique has a current valuation for \$11,000:

- (a) to replace the item with the closest, similar new item would cost \$2,100;
- (b) at the time of the loss, our inquiries indicate that to replace that antique item at market value would be approximately \$11,000 but there is no equivalent item currently for sale in Australia or overseas;
- (c) the market value of the item is higher than the new replacement cost due to the item's antiquity and rarity;

In this instance, we would pay you \$11,000 for the antique item rather than \$2,100.

The sum we pay you would be subject to any applicable excess.

### 5. Floor and wall coverings, blinds and curtains

For wall coverings, and carpets and other floor coverings, curtains and internal blinds, we pay only for items in the room, hall or passage, where the damage occurred.

### 6. Pairs and sets

If any item lost or damaged is part of a pair or set, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction, in value of the remaining part or parts.

## Maximum limits we will pay

Maximum limits apply to how much we will pay for certain contents items. These items and the limits that apply are shown in the table below.

You may obtain a higher limit for these items, by having these items shown in your Policy Schedule. We will pay up to the amount specified for each item.

Contents where a maximum limit applies	Maximum limit
Works of art, pictures, tapestries, rugs	\$20,000 per item and in total 25% of the sum insured for unspecified contents

### Note:

If we choose to pay to replace a specified item, we will pay no more than the amount that it would cost us to replace the item with an item substantially the same as, but not better than when new, even if you have specified the item for a higher amount, whether or not you have supplied a valuation. We have negotiated special arrangements with various suppliers to purchase items for less than retail cost. Premiums are therefore based upon us replacing items at less than retail cost.

## Insured events

You are insured against loss or damage caused directly by the following insured events:

1. fire, smoke, or explosion, but not for:
  - (a) loss or damage to any item caused by scorching, melting, or charring without flames;
  - (b) any damage that is gradual or recurring (for example, from a fireplace);
2. flood, storm (including cyclone or hurricane) and/or rain, which may be accompanied by snow, sleet or hail, but not for loss or damage resulting from or caused by:
  - (a) flood, storm, rainwater or wind to shade cloth, shade sails, awnings, shade structures, glass houses, hot houses, swimming pool and spa covers and linings;
  - (b) flood, storm, rainwater or wind to:
    - (i) retaining walls;
    - (ii) free standing walls;
    - (iii) fences; or
    - (iv) gates;
 unless they are located in Queensland or Western Australia or they are constructed of:
    - (i) brick, concrete, masonry, stone or steel; or
    - (ii) timber, but are 20 years old or less.
  - (c) the action of the sea, high water, or tidal wave;
  - (d) water seeping through a wall or floor.
  - (e) fungus, mildew, mould, algae;
  - (f) atmospheric or climatic conditions other than storm;
  - (g) water entering your home through an opening made for the purpose of alterations, additions, renovations or repair;
3. lightning or thunderbolt;
4. earthquake or tsunami.

All destruction or damage occurring within a period of 72 hours of the earthquake or tsunami is regarded as the one insured event.

5. theft or attempted theft, but not loss or damage caused by:
- theft from any common areas of flats, units or townhouses;
  - theft of cash or negotiables.
- We will not pay more than \$2,000 per item, or \$7,500 in total, for theft of contents in the open air.
6. accidental, purposeful, or malicious acts by tenants, a tenant's family or a tenant's visitors, but not for loss or damage caused:
- intentionally by you, your family or your family's visitors;
  - by tenants, tenant's visitors or tenant's family scratching, denting, chipping, rubbing or scuffing any surface;
  - by tenant neglect, carelessness, poor housekeeping, or unhygienic living habits;
  - during or as a result of any maintenance, repairs or attempted repairs carried out by the tenant or anyone acting on their behalf;
  - by failure of tenants or their visitors to control their children;
7. riot, civil commotion, industrial dispute or political disturbance;
8. bursting, leaking, discharging or overflowing of fixed basins, shower bases, or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind.

We also pay for water suddenly escaping from a waterbed or aquarium.

If we accept a claim because damage has occurred as a direct result of the liquid escaping, we will also pay the reasonable costs of locating the cause of the damage, and the costs of reinstating the property damaged or disturbed in the course of work;

we do not pay for:

- loss or damage which occurs as a result of your failure to take reasonable steps to prevent further loss or damage once the event was discovered;
  - repair or replacement of the apparatus, tank or pipe itself;
9. impact by:
- a vehicle, an aircraft or a waterborne craft;
  - space debris or debris from an aircraft, rocket or satellite;
  - a falling tree or part of a tree;
  - a mast or a television or radio aerial that has broken or collapsed;
10. fusion of an electric motor.
- We will pay the cost of rewinding the motor, or at our option, replacing it. For refrigerators and air conditioning units, we pay for the replacement of refrigerant gas and refrigerant driers, only if replacement of the refrigerant gas or drier is made necessary because of the fusion.
- We will not pay for:
- motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding;
  - the cost of repair or replacement of additional parts or service items, including worn or broken bearings or switches;
  - microwave ovens, video or audio equipment, electronic controllers or electronic equipment of any kind;
  - leakage of refrigerant gas and maintenance of refrigerant driers;
  - lighting elements (for example, light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example, a fuse or circuit breaker);
  - electrical contact points where sparking or arcing occurs during ordinary use;
  - motors covered by a manufacturer's guarantee or warranty;

11. power surge to domestic appliances or domestic equipment directly caused by an identifiable and verifiable source outside your home including; a lightning strike, an object contacting power lines, the resumption of power following a blackout caused by a storm or unexpected interference with a power company transformer by an animal;
12. erosion, subsidence, landslide or earth movement but only if it is directly as a result of one of the following insured events:
- explosion;
  - storm or flood;
  - earthquake or tsunami;
  - escaping liquid;
- and it occurs no more than 72 hours after the insured event;
- we will not pay for loss or damage caused by any other erosion, subsidence, landslide or earth movement event.
13. damage caused by animals or birds, but not for any damage caused by or resulting from:
- any animal belonging to the tenant, their visitors or children;
  - rodents, vermin or insects, (at any stage of their life cycle);
  - any gnawing, chewing, pecking, clawing, scratching or in any way polluting or soiling:
    - your contents in the open air; or
    - any exterior part of your home; or
    - any part of the interior of your home if you or the occupier has knowingly permitted an animal to enter your home;

Or

    - any part of the interior of your home that is not fully enclosed and secured prior to and at the time of damage.

## Additional benefits

The following additional benefits apply. For any additional benefit to be payable, you must suffer or incur the relevant loss, liability or damage during the period of insurance.

We will pay additional benefits 1. to 7. as part of the sums insured for home or contents, depending on the cover you have chosen.

### 1. Fees

**If your Policy insures your home, and;**

- (a) it is damaged as a result of an event covered by your Policy; and
- (b) we agree to pay a claim;

we will pay any reasonable fees which we have approved and which are incurred directly in relation to repair or replacement of your home.

### 2. Removal of debris

**If your Policy insures your home, and;**

- (a) it is damaged as a result of an event insured by your Policy; and
- (b) we agree to pay a claim;

we will pay the reasonable costs of demolition and removal of debris from the site to the nearest authorised facility.

If the damage for which we agree to pay a claim is caused by a fallen tree, which as a result becomes debris, we will remove the tree from the site. We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

- (a) we agree that the remaining tree or branch is unsafe;
- (b) the remaining tree or branch only became unsafe as a direct result of the event covered by your Policy causing damage to the tree; and
- (c) all necessary approvals have been obtained and removal of the tree or branch would not result in a breach of any laws, by-laws, regulations or contractual obligations.

We will remove a stump that formed part of the tree that caused the insured damage only if:

- (a) all necessary approvals have been obtained and removal of the stump would not result in a breach of any laws, by-laws, regulations or contractual obligations; and
- (b) not removing the stump would interfere with repairing or replacing the damaged part of your home required to settle your claim.

**If your Policy insures your contents, and;**

- (a) they are damaged as a result of an event insured by your Policy; and
- (b) we agree to pay a claim;

we will pay the reasonable cost of removal of contents debris from the site to the nearest authorised facility.

### 3. Extra costs of reinstatement

**If your Policy insures your Home, and;**

- (a) it is damaged as a result of an event insured by your Policy; and
- (b) we agree to pay a claim;

we will pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home at the site.

If only part of your home is damaged, we pay only the extra costs you incur in repairing that part.

We do not pay any extra costs which resulted from any notice which a statutory authority served on you before your home suffered loss or damage.

### 4. Replacement of locks and keys

We will pay up to \$3,000 to replace or alter locks and/or keys, if:

- (a) locks to your home are damaged; or
- (b) keys to your home are stolen;

by someone, other than the tenant or their family, breaking into your home following violent and forcible entry.

### 5. Change of site

**If your Policy insures your contents, and:**

you are moving them into a new home within Australia, we insure your contents at both sites for a maximum of 60 days. The maximum we pay at each site will be the proportion of the sum insured that the value of your contents at that site bears to the total value of your contents at both sites.

You must tell us of your new address within 60 days of first moving to it. If you wish to insure your contents at your new address after that 60 days we must agree to insure them at that address.

You must pay us any additional premium we ask for and comply with any conditions we impose.

### 6. Trees, shrubs, plants

We will pay up to \$750 for loss or damage to any one tree, shrub or plant up to \$5,000 in total in any one period of insurance caused directly by an insured event other than insured event 2., or any event that is not sudden and unforeseen. We do not cover grass or lawn. We only repair or replace trees, plants or shrubs that as a direct result of the insured event, are so damaged that they die, are permanently disfigured or not recovered after being stolen.

### 7. Building materials

**If your Policy insures your home:**

We will pay up to \$2,000 in any one period of insurance if your unfixed building materials are lost or damaged at the site due to an event covered by your Policy. Cover only applies to building materials intended to be used for repairs, alterations or additions to your home at the site. We do not cover soil, sand, gravel, bark or mulch or any similar materials.

We do not cover any gas or electrical appliances unless they are in a locked and fully enclosed building where those items are not visible from the outside of the building.

We will pay additional benefits 8. to 11. in addition to your sum insured for your home or contents, depending on the cover you have chosen.

### 8. Loss of rent

If your home is damaged by an event insured under this Policy and it cannot be let to tenants as a result, we will pay up to the greater of:

- (a) \$25,000; or
- (b) 20% of the sum insured for your home; or
- (c) 20% of the sum insured for your contents;

for loss of rent or rentable value if your home is tenanted or is between tenants at the time the loss or damage occurred.

### Forced evacuation by government authority

If this Policy insures the home that you let to tenants, and if your home cannot be lived in because of one of the following incidents;

- damage to a home, strata title property, road or street;
- a burst water main;
- a bomb threat or bomb damage;
- a street riot;
- a lift malfunction at the insured address (and you have a medical certificate stating you must use a lift);
- emergency services refuse you access to your home or unit or evacuate you for safety reasons,

we pay any resultant rent lost. We pay up to a maximum of 20% of the sum insured for your home for loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred.

We do not cover loss due to cancellation of a lease agreement including if a tenant decides to leave without giving proper notice.

Under this additional benefit, we do not pay for:

- (a) loss of rent if your home has been untenanted for 100 consecutive days immediately before the loss;
- (b) any rent lost outside the period of forced vacancy, except for up to an additional two weeks to re-let your home from the time your home is able to be lived in again;
- (c) any rent lost later than 24 months after the damage occurs.

### 9. Automatic reinstatement of sum insured

**This benefit applies to the sums insured for home and unspecified contents as shown in your Policy Schedule.**

Following payment of a claim other than a claim for a total loss the sums Insured will be reinstated, unless:

- (a) you request otherwise; or
- (b) we tell you otherwise.

### 10. Inflation adjustment

**This benefit only applies to your home and your contents sums insured as shown in your Policy Schedule.**

During each period of insurance we increase your home and contents sums insured by 0.5 of 1% of the relevant sum insured shown in your current Policy Schedule per month until the next renewal date.

### 11. Legal costs

If your Policy insures your home, we pay the reasonable legal costs incurred in discharging your mortgage following settlement of a claim for a total loss.

### Optional benefits

If you select any of the following optional benefits an additional premium will apply. The optional benefits you have selected will be shown in your Policy Schedule.

#### 1. Rent default by tenant

**What you are covered for**

##### (a) Rent default

We will pay your rent lost by reason of rent default if your tenant:

- (a) absconds from your home before the end of the tenancy period stated in the lease agreement and does not give you or your agent notice; or
- (b) ceases to pay rent owed to you or your agent; or
- (c) is legally evicted from your home.

##### (b) Death, murder or suicide at the site

We will pay your rent lost because your home could not be lived in as a result of:

- (a) death of the tenant; or
- (b) attempted or actual murder or suicide; at the site.

##### (c) Failure of a Tenant to give vacant possession

We will pay your rent lost where your tenant refuses to pay rent and also refuses to vacate your home after an order for eviction or possession has been served on them by a legal authority such as a bailiff, court or tribunal.

##### (d) Release from lease obligation due to hardship

We will pay your rent lost because a court or tribunal has released your tenant from their obligation to pay rent due to hardship.

#### What we will pay for

We will pay the actual weekly amount for which your home is rented in accordance with the lease agreement.

If more than one of the events a. to d. occurs we will only pay for the event that provides you the highest benefit.

The maximum amount that we will pay for event a. or b. is \$1,200 per week up to a total of \$15,000, or 15 weeks rent, whichever occurs first.

For example, if the rent lost is \$1,500 per week over 16 weeks, we will pay no more than \$15,000 (15 weeks x \$1,200 = \$18,000, so the \$15,000 limit applies). If the rent lost is \$250 per week, we will pay no more than 15 weeks rent (total lost rent of \$3,750).

**For event a.**, where there is a periodic tenancy at will, we will only pay the actual rent lost in accordance with the lease agreement. We do not pay any amount for any period where there was no liability to pay rent under the lease agreement by the tenant or ex-tenant.

#### Events a. and b.

We will not pay for any rent lost:

- (a) once your home is re-tenanted; or
- (b) for more than two weeks after the tenant vacates your home following a notice to leave being served on the tenant, if your home is in a fit state to be lived in by a tenant.

#### Event c.

The maximum amount that we will pay for event c. is \$1,200 per week up to a total of \$28,000, or 28 weeks rent, whichever occurs first.

**Event d.**

The maximum amount that we will pay for event d. is \$1,200 per week up to a total of \$6,000, or six weeks rent, whichever occurs first.

We do not pay for any bond money that the court or tribunal awards to the tenant on the grounds of hardship.

**Legal costs we pay when you make a claim for rent default**

We will also pay legal costs you incur to:

- (a) legally evict tenants; or
- (b) recover amounts owed to you by your tenants; or
- (c) otherwise mitigate a loss under this rent default optional benefit.

We will not pay legal costs to recover any amount owed to you solely for the payment or recovery of any excess applicable to any claim under your Policy.

The most we will pay for your legal costs is \$6,000. We will only pay your legal costs if they are incurred with our prior written consent.

**Other conditions applicable to this rent default**

We will only pay for rent default when you and your tenant have a valid lease agreement.

We will not pay you for rent default if the rent is in arrears on or before the commencement of the period of insurance or when you select this rent default optional benefit. Cover for this rent default optional benefit will not commence until any rent arrears have been paid in full, and the tenant has paid rent in accordance with the lease agreement for a period of not less than four consecutive weeks.

Any claim for rent default and/or associated legal costs will be reduced by the balance of any bond money that you can legally use to reduce or pay for any loss or damage after you have deducted any other expenses that you are legally entitled to deduct from the bond money such as clean up costs, rent owing or re-letting expenses.

If a tribunal orders the refund of the bond money to the tenant, on the grounds of hardship, an excess equal to four weeks rent will apply to your claim.

We will only pay a claim when you have taken all reasonable steps legally available to you under the Residential Tenancies Act or similar legislation or any other legal avenue available to you to mitigate any loss and evict the tenant.

We will not pay any lost rent if you have failed to rectify a Notice of Remedy breach, issued by the tenant to you or your agent.

**2. Additional loss of rent****What you are covered for**

Under this optional benefit, you can nominate a higher limit for loss of rent if the limit in Additional benefit 8. Loss of rent is inadequate. Additional benefit 8. Loss of rent provides cover for rent lost up to a maximum of \$25,000, or 20% of your home or contents sum insured, whichever is the highest. You can select higher amounts in multiples of \$25,000 (for example, \$50,000, \$75,000 or \$100,000).

If you select additional loss of rent cover that is \$75,000 or higher, and have selected the rent default by tenant optional benefit, we will not apply the dollar limits that apply under the rent default by tenant optional benefit, but we will apply the limits applicable in relation to the number of weeks rent lost. For the Special benefit - Extended rent protection, we will not pay more than 50% of the weekly rent lost.

**3. Casually let holiday home****What you are covered for**

If you select this optional benefit:

- (a) we will insure, as part of your contents, computer game consoles that are designed to be played via a television display and the console's games and accessories up to a value of \$800 in total; and
- (b) there is no requirement to have a lease agreement (that is compliant with the Residential Tenancies Act or similar); and
- (c) the unoccupancy condition does not apply to this Policy; and
- (d) Additional benefit 8. loss of rent is payable even if your home has been untenanted for a period in excess of 100 consecutive days before the loss; and
- (e) this Policy will not operate on the basis that four weeks bond has been collected, but any security bond, booking fee or deposit will be applied first to any claim that is caused by your guest; and
- (f) unless your Policy states otherwise, the guest will be insured as though they were a tenant; and
- (g) if you have selected Optional benefit 1. – Rent default by tenant, four weeks rent does not need to have been paid before that option is activated.

Conditions applicable to casually let holiday home

You must collect a reasonable security bond, a booking fee or deposit to be applied against any loss of rent or damage to the property by your guest.

Special benefit – Extended rent protection does not apply if you have selected this option in addition to Optional benefit 1. Rent default by tenant.

We will not insure you if you were legally required to have had a lease agreement in place in accordance with the Residential Tenancies Act (or similar), but you did not enter into such a lease agreement.

**Special benefit**

The following special benefit only applies when you have selected Optional benefit 1. – Rent default by tenant, and you have not selected Optional benefit 3 – Casually let holiday home.

Extended rent protection

What you are covered for

We will pay 50% of the weekly rent lost commencing from 45 days after the time that you obtain vacant possession immediately after one of the following events:

- 1. an accepted claim under Additional benefit 8 – Loss of rent;
- 2. an accepted claim under Optional benefit 1. – Rent default by tenants; or
- 3. unauthorised occupation of your home by a person or persons unknown to you;

we will add to the above 45 day waiting period, any period where your home is not:

- 1. managed for rental by a licensed real estate agent; or
- 2. advertised to be let at or below the rent recommended by that licensed real estate agent.

It is a condition precedent to payment under this special benefit that you:

- 1. take all reasonable steps to undertake any repairs, maintenance and upkeep to ensure that your home is suitable to be re-let as soon as possible;

2. make all reasonable endeavours to find a tenant and obtain a signed lease agreement;
3. accept any reasonable offer of tenancy; and
4. set the rent at no more than the current market rental value appropriate for the property and in any case no more than the rent recommended by your licensed real estate agent.

The rent set must take into account any reduction in marketability due to any reduction of service, wear and tear or deterioration of market conditions compared with the previous rental value. The advertised rent must be reviewed monthly to assess whether the market rental has reduced and rental income would be maximised if the advertised rent was reduced.

Under this special benefit, we do not pay for any:

1. rent lost in the first 45 days after vacant possession is obtained (or any time added to the waiting period);
2. rent lost once your home is rented out on a new lease agreement;
3. rent lost during any period when your home is not managed by a licensed real estate agent.
4. period in excess of 25 weeks;
5. period when the property:
  - (a) is not made available, and advertised, for re-letting, once vacant possession is obtained; or
  - (b) is advertised for sale;
6. interest on rent or consequential losses such as mortgage interest payments; or.
7. rent lost on any property that has never been subject to a lease agreement.

What we will pay

The maximum we will pay under this special benefit is the lesser of:

1. 50% of the weekly rent lost immediately prior to the event per week, up to a maximum of \$500 per week; or
2. \$7,500 in any one period of insurance.

Example 1

The rent was \$550 per week. Your home is unsuccessfully advertised for lease for 30 weeks (210 days) before it is re-let. No rent is paid by us for the initial 45 day waiting period.

We pay up to the lesser of:

1. 165 days (23.57 weeks) of lost rent at 50% of \$550 per week (\$275) = \$6,482.14; or
2. \$7,500.

Therefore, we would pay \$6,482.14 for this claim.

Example 2

The rent was \$850 per week. Your home is unsuccessfully advertised for lease for 40 weeks (280 days) before it is re-let. No rent is paid by us for the initial 45 day waiting period.

We pay up to the lesser of:

1. 50% of 175 days (capped at 25 weeks) of lost rent at 50% of \$850 per week (\$425) = \$10,625; or
2. \$7,500.

Therefore, we would pay \$7,500 for this claim.

The above examples assume that all conditions are fully complied with. This special benefit does not apply to casually let holiday homes.

## What you are not covered for

The following additional exclusions apply to cover for your home, contents, additional benefits and any optional benefits selected. General exclusions which apply to all sections of this Policy appear in the section headed General exclusions applicable to the Policy.

This Policy does not cover:

1. Loss or damage intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family;
2. Loss or damage resulting from or caused by:
  - (a) the lawful seizure, confiscation, nationalisation or requisition of the property insured;
  - (b) destruction of or damage to property by any government or public or local authority;
  - (c) erosion, subsidence, landslide or earth movement other than as a direct result of:
    - (i) storm or flood;
    - (ii) earthquake or tsunami;
    - (iii) explosion;
    - (iv) escaping liquid;
 and occurring no more than 72 hours after the event;
  - (d) the action of the sea, high water, or tidal wave;
  - (e) water seeping through a wall or floor;
  - (f) fungus, mildew, mould, algae;
  - (g) atmospheric or climatic conditions other than storm;
  - (h) water entering the home through an opening made for the purpose of alterations, additions, renovations or repair;
  - (i) inherent defects, structural defects, faulty workmanship, faulty design;

However, we will pay for resultant loss or damage that is caused directly by a insured event if you did not know about, or could not reasonably have known about, the defect, faulty design or faulty workmanship at the time of the loss. Under no circumstances will we repair the inherent defect, structural defect, faulty workmanship or faulty design that caused the loss, nor any loss that is caused by the inherent defect, structural defect, faulty workmanship or faulty design that is not caused directly by a insured event. If there is evidence that a defect previously caused damage, we will not pay any claim for further damage by a insured event arising from this defect. For example; A previous owner had electrical wiring installed that was faulty and there was no way that you could have known about this. The faulty wiring causes fire damage. We would cover the damage caused by the fire. We would not pay to replace the faulty wiring. If you knew, or could have reasonably known that the wiring was faulty at the time of the fire, then we would not pay for loss or damage caused by the fire. Another example; A claim is made for water damage from a leaking roof. Upon investigation, it is discovered that there is evidence that the roof had leaked numerous times before due to faulty workmanship. If you could have reasonably known of the defect or the previous leak, then no claim would be payable to repair the defect or the water damage.

- (j) wear, tear, rust, corrosion, depreciation or gradual deterioration or any gradual process;
- (k) settling, shrinkage or expansion in buildings, foundations, walls or pavements;
- (l) the removal or weakening of supports or foundations for the purpose of alterations additions, renovations or repair;

- (m) mechanical, electrical or electronic breakdown with the exception of fusion to electric motors as described under insured event 10. - fusion of an electric motor or if a claim is payable as the result of a lightning strike;
- (n) any consequential loss other than that specifically provided by this Policy;
- (o) any process of cleaning involving the use of chemicals other than chemicals that are domestic in nature;
- (p) rodents, vermin or insects (at any stage of their life cycle);

**For example:**

If a mouse was to chew through an electrical wire, which led to a fire, the damage caused directly by the fire would be covered by this Policy.

However any damage caused by the mouse's chewing would not be covered by this Policy.

- (q) any gnawing, chewing, pecking, clawing, scratching or in any way polluting or soiling;
  - (i) your contents in the open air, or
  - (ii) any exterior part of your home; or
  - (iii) any part of the interior of your home that is not fully enclosed and secured prior to and at the time of damage;
- (r) any animal kept by you or your family or your tenant, your tenant's family or your tenant's visitors;
- (s) the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cooktop causes damage to the cooktop);
- (t) internet operations;
- (u) tree roots;

however, this exclusion applies only to damage caused directly by tree roots.

**For example:**

If tree roots damage and block a pipe, we will pay for the resultant damage to your home caused by water overflowing in your home. We will not pay for the damage to the pipe.

- 3. Loss or damage to:
  - (a) sporting equipment while in use or play;
  - (b) items being used under water;
  - (c) items for sale on consignment;
  - (d) electronic data unless the loss or damage is caused by an Insured event.

For the purposes of this exclusion, electronic data means any facts, concepts or information converted to a form usable for communication, display, distribution, processing by electronic, or electromechanical data processing, or electronically controlled equipment which includes but is not limited to programs, software or other coded instructions for such equipment.

**For example**

You are not covered for any damage to any information on your computer including any computer program caused by a virus, trojan horse, worm, back door, trap door, logic bomb, bacteria, rabbit programs, or computer hacking.

- 4. any loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, resulting from, arising out of or in connection with any contagious or communicable animal disease.

## Legal liability section

### What you are covered for

If this Policy covers your home or, if your home is a strata titled residence and your contents are insured under this Policy, we insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

1. the death of, or personal injury to, any person;
2. the loss of, or damage to, property,

resulting from an occurrence during the period of insurance, arising out of the ownership of your home or occupancy of your home.

In this section we include land, trees, shrubs and other plant life on the site as part of your home.

### What we will pay

1. We pay up to \$30,000,000 for any one occurrence.
2. We do not pay more than this amount in total under all Policies we have issued to you which cover the same liability.
3. In addition to this amount, we pay legal costs for which we have provided prior written approval.

### Additional benefit

1. Liability cover for the site continues following a home total loss

If your home is a total loss as the result of an insured event and your home policy comes to an end, we will continue to provide you with this liability cover in relation to the site that your home formerly occupied until the earliest of:

- (a) any construction commencing at the site;
- (b) the sale of the site or any part of it;
- (c) another policy that includes liability cover being taken out in relation to the site;
- (d) the commencement of construction of a home to replace the insured home at another site; or
- (e) six months from the date of the damage that caused the total loss.

### What you are not covered for

1. We do not insure you or your family against:
  - (a) any liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos,
  - (b) fines, penalties, or punitive, aggravated, multiple or exemplary damages.
2. We do not insure you or your family against liabilities arising from:
  - (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist;
  - (b) death of or personal injury to you or to any person who normally lives with you. In this exclusion we consider that a person normally lives with you, if that person:
    - (i) has lived with you in your home; or
    - (ii) has lived with you in your home and intends or intended to use your home;
 as their primary residence for 60 days or more out of any 90 consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence;
  - (c) death of or personal injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment;
  - (d) damage to property belonging to you or any person who normally lives with you or to your or their employees;

- (e) any workers' compensation legislation, industrial award or agreement, or statutory accident compensation scheme;
- (f) the ownership, custody, or use of any lift (other than a lift that exclusively services your home, and provided your home is freestanding and solely occupied by your tenant), aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding four metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower;
- (g) the conduct of any activity carried on by you or your family for reward except for letting your home for domestic purposes or babysitting on a casual basis. Babysitting cannot be considered to be on a casual basis where:
  - (i) the babysitting is not of a casual nature;
  - (ii) any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting;
  - (iii) the income derived from babysitting is the primary or only source of the household's income;
  - (iv) there is a registered business associated with the babysitting;

This exclusion does not apply to a domestic garage sale provided:

  - (i) the garage sale is held at the Site;
  - (ii) the goods sold belong to you or your family or immediate family members that do not live you;
  - (iii) the goods sold are second hand domestic goods sold in domestic quantities;
  - (iv) the sale does not form any part of any business, trade or profession
  - (v) the goods sold at the garage sale by you or your family have not been purchased for the sole purpose of re-sale; and
  - (vi) you do not hold more than one garage sale per period of insurance.
- (h) vibration or the weakening of, removal of or interference with support to land, buildings or other property;
- (i) building work, construction or demolition of a building, including your home if the value of the work exceeds \$100,000;
- (j) death or personal injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family unless the action was reasonable and to prevent or reduce loss, damage or injury to property or persons;
- (k) the ownership of land, buildings or structures other than your home insured by this Policy. If you have insured your contents only, then you are not covered for any legal liability arising from the ownership of any land, buildings or structures unless your home is strata titled and insured under a separate policy;
- (l) loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family unless the action was reasonable and the intention of the action was to prevent or reduce loss, damage or injury to property or persons;
- (m) the lawful seizure, confiscation, nationalisation or requisition of the property insured;
- (n) destruction of or damage to property by any government or public or local authority;
- (o) the ownership or use of any motor vehicle, other than garden equipment that does not require registration, at the site;

- (p) any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by you, your family or a person acting with the consent of you or your family;
- (q) any pollutant escaping into or upon land, the atmosphere or any watercourse or body of water.

### General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
  - involves violence against one (1) or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - creates a risk to health or safety of the public or a section of the public; or
  - is designed to interfere with or to disrupt an electronic system.
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

### Asbestos

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with Asbestos, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

### Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

## General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

## Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

1. we agree to it; and
2. we give you a new Policy Schedule detailing the change.

## If more than one person is insured by this Policy

If more than one person is insured by this Policy, an act, omission, statement or claim by any one of the insured people has the same effect as an act, omission, statement or claim by all of those people.

## The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

## Other insurance

If at the time of any event giving rise to a claim under this Policy there is any other current policy covering the same loss, damage or liability you must notify us of the other insurance and you must render all reasonable assistance to us in order that we may obtain a rateable recovery from any other insurer.

## This Policy comes to an end following a total loss

If you have a claim that results in us declaring you have a total loss, the Policy terms have been met by us and the Policy comes to an end.

If you paid an annual premium no refund is due to you.

If you were paying by instalments, we will deduct the premium outstanding for the period of insurance from our settlement payment to you.

Where you have other assets insured with us that aren't a total loss, cover for those assets remains in place.

## You must have a lease agreement

For any claim to be payable, you must have a lease agreement in force between you and the tenant. This condition does not apply if you have selected and paid for the casualty let holiday home optional benefit and it is shown in your Policy Schedule.

## You must collect bond money

If loss or damage to your home or contents is caused by your tenant, or you claim for rent default, the bond money will be used to mitigate your loss. If bond money has not been collected or if you have returned bond money to the tenant that could have been used to mitigate any loss, then we will reduce any amount that we pay by the amount that we are prejudiced.

## If your home is a holiday home

This Policy is issued on the basis that you let your home to tenants and it is not used as a holiday home unless you have selected the casually let holiday home option and it is shown in your Policy Schedule.

If you use your home as a holiday home, you must tell us.

## Unoccupancy

If your home is unoccupied for more than 100 consecutive days, you must tell us and obtain our written agreement for cover to continue.

If you do not do so, the cover for home and contents is limited to lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, waterborne craft, space debris, aircraft, rocket, satellite, a branch, or tsunami and earthquake for the period in excess of 100 consecutive days during which your home has been left unoccupied. However, we do not insure you against any subsequent resultant damage such as rainwater entering any opening made by impact or looting subsequent to a riot.

The period of 100 consecutive days is calculated from the date when your home was last occupied regardless of the commencement or renewal date of the Policy.

This unoccupancy clause does not apply if you have selected the casually let holiday home option and it is shown in your Policy Schedule.

## If you move and do not tell us

You must notify us when you change your place of address.

This insurance and premium payable is based on the address you have provided, which is shown on the Policy Schedule. You may have to pay an additional premium as a result of changing your address. If you change address and you do not inform us you will have no insurance at the new address.

## Burglary protection

If we have agreed to insure your contents only if burglary protection devices are installed, then this will be shown in your Policy Schedule.

If any of these devices are removed, altered, or left inoperative while you are absent from the site, without our prior consent, we may have the right to decline, or reduce a claim to which this action contributes.

Please refer to your Policy Schedule for further details.

## Strata title mortgagee's interest

This cover applies only if you have arranged this Policy to insure only the interest of a mortgagee in a strata title unit.

This cover only applies when you own part of a building that has been subdivided into strata, community or similar title units and you have a mortgage on that part of the building.

We will pay the mortgagee the lowest of:

1. the sum insured shown in your Policy Schedule;
2. the amount to repair the damage to a condition similar to but no better than when new;
3. if the body corporate (or similar) partially covers the loss, then the difference between what the body corporate's insurance pays and the cost of the damage; or
4. the amount sufficient to discharge the mortgage held by you over the unit at the date of damage; or

we pay only that part of the claim that applies to the interest of the mortgagee.

We only pay a claim if:

1. a claim would be payable under this Policy (and not subject to any exclusion or other limitation in the Policy);
2. the Policy of the body corporate or similar does not apply or only partially covers the loss; and
3. the mortgagee requires you to discharge your mortgage.

If you have arranged this Policy to insure only the interest of a mortgagee in a strata title unit:

1. no additional benefits are payable under this Policy;
2. no legal liability cover is provided; and
3. the rent default by tenant optional benefit is not available.

### Adjustment of premium on renewal

If a claim occurs in the previous period of insurance and you do not notify us until after the premium for the current period of insurance was calculated, then you must pay any additional premium that would have been calculated had you told us about the claim on the day that the claim occurred. This condition does not affect any other rights that we have, including the rights that we have under 'Duty of disclosure'.

### Law and practice

Any dispute arising from this Policy will be determined by the courts, and in accordance with the laws of the state or territory of Australia where your Policy was issued.

### Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

### Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

### Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples include:

- you no longer let the home to tenants, because you now are the owner occupier of the home or use the home as a holiday home,
- you are having renovations undertaken,
- the home is left vacant or unoccupied for a period exceeding 100 days,
- the home falls into a state of disrepair,
- your home is opened up to the public for an exhibition or similar event (including if it is not for reward), or
- you are participating in a public exhibition (including if it is not for reward).

### Other interests

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

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy.

### Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

## Claims

### How to make a claim

Please contact your Elders Insurance Authorised Representative to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim.

### What you must do

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

If an event happens which may give rise to a claim you must:

1. take all reasonable and responsible precautions to prevent further loss, damage or liability in relation to your property;
2. notify the police immediately if any of your property is lost, stolen, or maliciously or intentionally damaged. You must give us a written statement from the police saying that you reported such an event to them;
3. tell us as soon as possible. You will be provided with a claim form and advice on the procedure to follow;
4. supply us with all information we require to settle or defend the claim;
5. notify us of any other insurance covering the same loss, damage or liability;
6. give us all reasonable help and information that we request, which may include attending court to give evidence. You must do this even if we have paid your claim because we may try to recover our payment to you from the responsible person or we may want to defend a claim made against you;
7. co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person;
8. send to us immediately any letter or communication received from other parties,
9. tell us immediately of any notice of impending prosecution or details of any inquest or official inquiry;

### What you must not do

If an event happens which may give rise to a claim you must not:

1. admit liability if an accident or event occurs which is likely to result in someone claiming against you;
2. make an offer, settlement, promise or payment;
3. incur any costs or expenses without our written consent, in respect of any right or claim which may be the subject of a claim by you against us under this Policy;
4. authorise repairs to or arrange replacement of any of the property insured in connection with any claim without our prior consent, other than emergency repairs necessary to prevent further loss. If we agree to pay you claim, we will pay for these repairs, but you must provide us with receipts.

### What we will do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

### What can affect a claim

We may refuse or reduce a claim if amongst other things:

1. you breach your duty of disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule;
2. your claim is in any way fraudulent, or any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy;
3. in the application or when making a claim, you:
  - (a) are not truthful;
  - (b) have not given us or refuse to give full and complete details; or
  - (c) have not told us something when you should have;
  - (d) do not at all times take reasonable care to:
    - (i) prevent theft of your property;
    - (ii) protect your property against any initial or further loss or damage;
    - (iii) keep your property in good condition
    - (iv) prevent death, bodily injury, or illness to other people, or loss or damage to their property; and
    - (v) obey any statutory requirements that safeguard people or their property.
  - (e) Do not give us the documents and information we may need to help us decide on any amount that we may pay you;
  - (f) do any of the following without our knowledge and consent:
    - (i) make or accept any offer or payment, or in any other way admit you are liable
    - (ii) settle or attempt to settle any claim, or
    - (iii) defend any claim.
  - (g) Do not as soon as possible make a report to the police about:
    - (i) any malicious damage to your property, or
    - (ii) any theft or attempted theft of your property.

We will reduce the amount of a claim by the excess shown in the Policy terms and conditions or in your Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

### Lifetime guarantee on home repairs

We guarantee that if we have:

- selected and directly authorised or arranged for a repairer to replace, repair or rebuild your home, and
- paid, or have a legal liability to pay, the supplier, repairer or builder directly for this work, and
- a defect arises in the lifetime of your home as a result of poor quality workmanship or use of incorrect or poor quality materials,

we will rectify the problem by arranging, directly authorising and paying for further replacement, repair or rebuilding.

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

This guarantee does not apply to:

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

### Contribution

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

### GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

### Other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

### Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

### Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

1. receipts or other confirmation of the purchase of your property; and
2. all service and repair records.

We may ask you for these if you make a claim.

## Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, provided you agree to pay market price .

## Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

## Excesses

We will deduct the excess shown in the Policy or in your Policy Schedule from the amount of your claim.

Where a sublimit is applicable, the excess will be applied to the claim prior to applying the sub-limit.

For example, if you have insured your contents and selected a \$500 excess, and you claim for an unspecified painting worth \$30,000 that was stolen from your home, we would:

1. apply the excess (\$500) to your claim amount (\$30,000) reducing your claim amount to \$29,500;
2. apply the works of art sub-limit of \$20,000 to your claim because your painting was not specified;  
And
3. pay you the lesser of the sub-limit (\$20,000) or the claim amount minus the excess (\$29,500).

So in this example, we would pay you \$20,000.

## Earthquake or tsunami damage

You must pay the first \$250 or the excess amount shown in your Policy Schedule, whichever is greater, in relation to claims for damage caused by earthquake or tsunami.

## Theft, malicious damage, or purposeful damage by tenants, tenant's visitors, tenant's family or tenant's or visitor's pets

For claims arising from theft, malicious damage or purposeful damage by tenants, tenant's visitors, tenant's family or tenant's or visitor's pets, an excess equal to the standard excess plus an additional \$400 will apply.

## Rent default

For claims payable under the rent default optional benefit, an excess equal to the standard excess plus an additional \$400 will apply.

## When you will not have to pay an excess

You will not have to pay an excess if we agree to pay a claim as a result of damage that renders your home, contents or both a total loss.

## Total loss

### Policy comes to an end following a total loss

If you have a claim that results in us declaring you have a total loss, the Policy terms have been met by us and the Policy comes to an end.

If you paid an annual premium no refund is due to you.

If you were paying by instalments, we will deduct the premium outstanding for the period of insurance from our settlement payment to you.

Where you have both your home and contents insured under the Policy, and only either the home or contents are a total loss, the part of the Policy that is not a total loss remains in place.

### Other terms

These other terms apply to how your Policy operates.

### Cancelling your Policy

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

However, the amount of your refund may be reduced where you have not paid the minimum premium for the Policy at the time of cancellation.

The amount of the minimum premium will vary according to the cover that you have selected.

### Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

### Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

### Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.











**Insurance**