



**COMPLETE**

# **LANDLORD INSURANCE**

Product Disclosure Statement



# Complete Landlord Insurance

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## INTRODUCTION

### About this PDS

In this Product Disclosure Statement (PDS), the insurer AIG Australia Limited ABN 93 004 727 753 AFSL 381686 is referred to as "AIG Australia" as well as "we", "us" and "our".

Throughout this PDS, some words have special meanings. These are set out in the Policy Wording section below headed *General Definitions*.

This PDS was prepared on 25 March 2019 and tells you about this Complete Landlord Insurance to help you to decide if this insurance is right for you.

It also contains:

- information about the significant benefits and other features of this insurance; and
- important information about your rights and obligations such as your duty of disclosure and cooling off period and the dispute resolution system for complaints.

Any advice provided in this PDS is general only and does not take into account your individual needs, objectives or financial situation. You should carefully read the PDS, and any other documentation we send you, to determine if it is appropriate for you. Please also keep them in a safe place for future reference.

### About AIG Australia

American International Group, Inc. (AIG) is a leading global insurance organisation. Building on 100 years of experience, today AIG member companies provide a wide range of property casualty insurance, life insurance, retirement products, and other financial services to customers in more than 80 countries and jurisdictions. These diverse offerings include products and services that help businesses and individuals protect their assets, manage risks and provide for retirement security. AIG common stock is listed on the New York Stock Exchange. AIG Australia is an AIG member company.

Additional information about AIG can be found at [www.aig.com](http://www.aig.com) | YouTube: [www.youtube.com/aig](http://www.youtube.com/aig) | Twitter: @AIGinsurance [www.twitter.com/AIGinsurance](http://www.twitter.com/AIGinsurance) | LinkedIn: [www.linkedin.com/company/aig](http://www.linkedin.com/company/aig). These references with additional information about AIG have been provided as a convenience, and the information contained on such websites is not incorporated by reference into this PDS.

Our contact details are:

AIG Australia  
Level 19, 2 Park Street  
Sydney NSW 2000  
Telephone: 1300 030 886  
Facsimile: 1300 634 940

### Cooling Off Period

If you decide that the Policy does not meet your needs, for whatever reason, and you have not made a claim, you have 21 days from the start of your insurance to cancel the Policy by writing to us or emailing us. This also applies to each renewal. If you do so, you will receive a full refund of any premiums paid for the Policy (less any taxes or duties we cannot recover). Even after this cooling off period ends, you still have cancellation rights under the Policy.

## SIGNIFICANT BENEFITS AND OTHER FEATURES

You will only be entitled to the cover provided by this insurance for which you have paid the applicable premium and which is specified in the Policy Schedule.

There are limits and sub-limits to the cover provided and, while some of these are fixed, others may be extended by notifying us of the items you own and their value.

There are also terms, conditions, exclusions, and Excess(es) which apply in certain situations and/or to specific sections as well as to the Policy generally.

Please note that this is a limited summary only and not a full description of the cover under this insurance. Each cover noted is subject to terms, conditions, exclusions, limits and Excess(es) that are not listed in this summary. You should read the PDS in full to properly understand the cover provided. You are not automatically insured under each cover.

### Decide what cover suits you

You need to ensure that the cover selected by you is suitable for your needs and that the level of cover provided is adequate.

### What are your house and contents

	Definition
<b>HOUSE</b> Your House is the residential building you as Landlord let or rent out to your Tenant for investment purposes under a Rental Agreement, Short Term Rental or Holiday Let.  A House includes domestic outbuildings and other items listed in the House definition. Please refer to the definition for more information.	Refer to page 12
<b>CONTENTS</b> Your Contents are household goods in your House at the Insured Address.  If you are the owner of a strata title unit, Contents also include any fixtures and fittings that have been installed for use by your Tenant, but not if these are insured by the body corporate.  Contents include carpets, curtains and internal blinds and other items as listed in the Contents definition. Some items are also excluded from Contents. Please refer to the definition for more information. Some Contents items are also subject to individual limits.	Refer to page 11

You should consider what is and is not included in these terms when deciding the amount of the sum insured you may want to apply for. You are responsible for deciding the amount of the sum(s) insured you apply for.

**Cover that is available to you**

You can apply for Section 1 – House and Contents Cover for your House only, Contents only or House and/or Contents.

The following sections are included in the Policy when you select House and Contents cover:

- Section 2 – Additional Covers
- Section 4 – Liability Cover.

Section 3 – Optional Covers provides a range of cover that you may select to add. Sections 2, 3 or 4 are not available separately without Section 1 – House and Contents Cover.

**SECTION 1 – House and Contents Cover**

Subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy, Section 1 – House and Contents cover is for physical loss or Property Damage to your House and Contents as a result of Accidental Damage.

In summary, Accidental Damage is destruction, loss or damage to your House and/or Contents occurring during the period of insurance, with this cover subject to specific and general exclusions. Please refer to the Policy Wording section for more information, including the applicable definitions and these exclusions.

House and Contents cover is subject to sum insured reinstatement and indexation increase benefits. These are set out under *Reinstatement and Indexation Provision for your House and/or Contents* in the Policy Wording section.

**House Cover**

The cover for your House includes a rebuilding cost safety net. Following a covered loss to your House, if we determine that your House sum insured will not cover the costs of repair, replacement or rebuilding, we will provide cover for up to 115% of your House sum insured. This applies where we consider your House to be damaged as a result of an event that the Federal Government declares as a Catastrophe or emergency and the cost to repair or replace your House is greater than your House sum insured. Please refer to the Rebuilding Cost Safety Net in the Policy Wording section for more information.

**Contents Cover**

For a covered loss to an item in a pair, set or collection, we will only pay for the value of the item that is destroyed, lost or damaged.

We will also not pay more than \$20,000 for any one item, pair, set or collection as part of your Contents. This does not apply to carpets, curtains and internal blinds. You can insure items that are worth more than \$20,000 each as a ‘special contents’ item. To do this you must advise us and the items will be listed in the Policy Schedule.

**SECTION 2 – Additional Covers**

This section details the additional covers that are included in the Policy when you take out cover for your House only, Contents only or House and/or Contents. The tables below summarise the additional covers applicable to each cover. Please refer to the Policy Wording for more information. Additional Covers are subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy.

Additional Covers for your House	Limits
Automatic contents cover	\$10,000
House debris removal	Up to 15% of your House sum insured
Loss of Land Value	Up to the unused portion of your House sum insured
Mortgage discharge costs	Reasonable costs
Professional fees to rebuild your House	Reasonable costs
Replacement of locks and keys	\$1,000
Utility systems	\$5,000

Additional Covers for your Contents	Limits
Contents debris removal	Up to 15% of your Contents sum insured
Replacement of locks and keys	\$1,000
Vandalism or Malicious Damage to body corporate property	\$25,000

Additional Covers for your House and/or Contents	Limits
Pet cover	\$2,500
Tax audit fees	\$2,000 for any one period of insurance
Tree removal	Up to \$5,000 (if cost of claim exceeds \$500)

### SECTION 3 – Optional Covers

You may also be able to extend cover under the Policy by selecting one or more of the Optional Covers summarised in the table below. Please refer to the Policy Wording for more information. Optional Covers are subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy.

Optional Cover	Limits
Loss of Rent For loss of Rent following physical loss or Property Damage to your House and/or Contents as a result of a covered claim and they are uninhabitable or unable to be leased for Short Term Rental	Up to 24 months but not greater than the the Loss of Rent sum insured
Rent Default For loss of Rent if your Tenant defaults in the circumstances stated in the cover	Applicable limits vary according to the type of default
Strata Title Mortgagee Protection	Up to your House sum insured
Theft by a Tenant	Up to your House and/or Contents sum insured
Additional Cover applying to Rent Default and Theft by a Tenant for legal costs	\$2,000

### SECTION 4 – Liability Cover

Subject to the terms, conditions, exclusions, limits and Excess(es) of the Policy, Section 4 – Liability Cover is cover for your legal liability to pay compensation for Personal Injury to any person or Property Damage for the following liability events as a result of an Occurrence during the period of insurance:

- Contents cover liability
- House owners liability

Cover is for a limit of \$20,000,000 for any one Occurrence. Please refer to Section 4 for more details of the Liability covers including applicable definitions.

#### Other information

Please note in particular the following terms of the Policy:

- We will not cover your House and/or your Contents for a period of 72 hours from the time of the commencement of your insurance for bushfire, a named cyclone, Flood or tsunami (other than if the insurance commences directly after another insurance policy covering the same event and property or you have entered into a contract to purchase the property which has not completed and under which the risk has passed to you as purchaser).
- The Policy provides no cover to the extent it would be in breach of applicable embargo or sanctions law or regulation.
- We will not cover you if you have made an agreement not to pursue compensation from another person who is liable to compensate you for any destruction, loss, damage or liability which is covered by this Policy.
- You must tell us of the interest of all parties (such as financiers, lessors or owners) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them in the Policy Schedule.

### APPLYING FOR COVER

When you apply for this insurance, you will need to complete a quotation form. We will use and rely on the information supplied by you to decide the terms of cover we will provide. If you are not eligible for cover under this insurance, you can seek alternative options by contacting the Insurance Council of Australia or the National Insurance Brokers Association. If you are not happy with our reasons as to why you are not eligible for cover, you can lodge a complaint with us by following the complaints procedure outlined in *About Our Complaints Process* section below.

### ABOUT YOUR PREMIUM

The premium is the amount you must pay us for your Policy.

The premium includes stamp duty, GST, fire or emergency services levy and any other applicable government charges, taxes or levies. Information on these amounts will be specified in the Policy Schedule.

When you apply we will advise you of the premium amount, when it is due and how it can be paid. If we agree to issue the Policy we will confirm the amount in the Policy Schedule.

#### Factors that affect our calculation of your premium

In addition to the sum insured, we also use other factors about you, your House and the Insured Address to work out your premium. These are summarised in the table below:

Premium factor	May lead to a lower premium	May lead to a higher premium
Your insurance and claims history	Zero/limited number of claims	Higher number of claims
Excesses that apply	Choosing to pay a higher optional Excess	
Value of House and Contents	Lower value	Higher value
The location of your House and Contents	Lower risk location	Higher risk location
Construction type		Riskier construction material
Security of your House and Contents	Monitored burglar alarm and dead locks on windows and doors	
Optional cover		Choosing to add optional covers

The premium factors we use reflect the likelihood of you making a claim together with other factors related to our cost of doing business. Each time you renew the Policy your premium is likely to change, even if your personal circumstances have not changed. This is because premiums are affected by other things such as our expenses of doing business and changes in our claims experience.

## Paying your premium

You must pay the premium in full by the due date. If we do not receive your premium by this date or your payment is dishonoured, we may be entitled to reduce or refuse to pay a claim and/or cancel your Policy, in accordance with the law. We may also reduce the amount we pay by the amount of outstanding premium. If you will pay your premium by instalments, please also refer to the information on this in the Policy Wording.

## ABOUT YOUR EXCESS

An Excess is the amount you need to pay or bear towards a claim under your Policy. The Excess(es) applicable to your cover will be specified in the Policy Schedule. There is a basic Excess which applies to all claims under the Policy (other than claims for certain optional covers) and other Excesses (as may be applicable to your Policy) set out on the relevant pages under each section.

## DUTY OF DISCLOSURE

### Your Duty of Disclosure

#### For new Policies

Before you enter into an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984*.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

#### For renewing Policies

Before you renew this contract of insurance, you have a duty of disclosure under the *Insurance Contracts Act 1984*.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You have this duty until we agree to renew the contract.

### If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## ALTERATION OF RISK

You must tell us as soon as possible if circumstances, changes or alterations occur or are intended or made which may increase our risk under the Policy. If we agree to the change, we will do so in writing and you must pay us any additional premium we may require.

## MAKING A CLAIM

Please contact your insurance broker or us to help if you wish to make a claim under your Policy. We may ask you to complete a claim form to assist us in assessing your claim. The *How to Make a Claim* section in the Policy Wording section has further information on making a claim.

The following claims payment examples are designed to illustrate how a claim payment might typically be calculated. These examples do not cover all scenarios or all benefits and do not form part of the Policy terms and conditions. They are a guide only. The amount payable under the Policy will depend on the facts applicable to the claim as well as the coverage, exclusions and Excesses set out in the Policy and the Policy Schedule.

## SECTION 1 – House and Contents Cover & SECTION 2 – Additional Covers

Claim Scenario	How much we will pay	Explanation
Your House and Contents are insured for \$500,000 and \$50,000 respectively. You have not taken any Optional Covers. Due to a fire, your living room and kitchen are damaged with a House repair cost of \$40,000 and contents replacement cost of \$10,000. The fire is covered by the Policy and we have assessed the costs as reasonable. Your Tenant is unable to occupy your House due to the damage for four weeks until the damage is repaired and professional fees incurred to repair the House are \$8,000.	+ \$40,000	We will pay \$40,000 to repair your House as it is within the sum insured.
	+ \$10,000	We will pay \$10,000 to replace your Contents as it is within the sum insured.
	+ \$8,000	We will also pay \$8,000 to cover costs for the professional fees incurred in repairing your House as it is within 15% of your House sum insured.
	– \$500	
	----- \$57,500	You will have to pay the Excess applicable in the event of a claim. In this scenario it is \$500.

### SECTION 3 – Optional Cover

Claim Scenario	How much we will pay	Explanation
Your House is insured for \$500,000 and you have a Rental Agreement in place where your Tenant must pay you \$500 per week in Rent. Your Agent collected 4 weeks consecutive Rent as Bond Money when you first entered into the Rental Agreement. You decide to take out optional cover for Rent Default and it is shown in the Policy Schedule. Your Tenant stops paying Rent owed to you for the last 10 weeks of their tenancy, in breach of your Rental Agreement and in circumstances covered by the Rent Default cover.	+ \$5,000  - \$2,000  - \$400 ----- \$2,600	If we accept your claim for Rent Default, we will pay \$5,000 to cover the cost of rent lost for 10 weeks.  Where you are legally entitled, we will deduct any Bond Money from this payment. In this case, the Bond Money is \$2,000.  You will have to pay the Excess applicable in the event of a claim. The Excess for a Rent Default claim is increased by \$400. In this case, only one Excess is payable since the claim is for Rent Default as one separate identifiable event.

### SECTION 4 – Liability

Claim Scenario	How much we will pay	Explanation
Your House and Contents are insured for \$500,000 and \$50,000 respectively. Due to storm damage, a branch from a tree at your Insured Address breaks off and falls onto your neighbour’s roof, causing \$15,000 worth of damage. We have assessed you as legally responsible for the damage and the repair costs as reasonable.	+ \$15,000  ----- \$15,000	We will pay \$15,000 because this is your liability as a result of the ownership of the Insured Address and tree. The Policy limit of \$30,000,000 for any one occurrence is not exceeded by the settlement.  There is no Excess applicable to a claim under Section 4 – Liability Cover.

### PRIVACY NOTICE

This notice sets out how **AIG Australia** collects uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting **AIG Australia** at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.

### How we collect your personal information

**AIG Australia** usually collects personal information from you or your agents.

We may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under your Policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

### Why we collect your personal information

**AIG Australia** collects information necessary to:

- underwrite and administer your insurance cover;
- improve customer service and products and carry out research and analysis, including data analytics; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in **AIG Australia** declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

### To whom we disclose your personal information

In the course of underwriting and administering the Policy we may disclose your information to:

- your or our agents, entities to which **AIG Australia** is related, reinsurers, contractors or third party providers providing services related to the administration of your Policy;
- banks and financial institutions for policy payments;
- your or our agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which **AIG Australia** is related and third party providers for data analytics functions;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

**AIG Australia** is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, Canada, Bermuda, United Kingdom, Ireland, Belgium, The Netherlands, Germany, France, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in the **AIG Australia** Privacy Policy from time to time.

You may request not to receive direct marketing communications from **AIG Australia**.

## Access to your personal information

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you.

In summary, you may gain access to your personal information by submitting a written request to AIG Australia.

In some circumstances permitted under the Privacy Act 1988, AIG Australia may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

## Complaints

Our privacy policies also contain information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

## Consent

If applicable, your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

## ABOUT OUR COMPLAINTS PROCESS

If you are not satisfied with our service, you can register a complaint by telephoning us on 1800 339 669, lodging your complaint on our website or by writing to:

The Compliance Manager  
AIG Australia Limited  
Level 12, 717 Bourke Street,  
Docklands VIC 3008

As soon as we receive your complaint we will take all possible steps to resolve it. You will receive a written response to your complaint within 15 working days, unless we agree on a longer time frame with you.

If you are not satisfied with our response to your complaint, you may wish to have the matter reviewed by our Internal Dispute Resolution Committee (IDRC). The IDRC is comprised of senior management of the company who have the experience and authority to decide on matters brought to them. If you wish to have your complaint reviewed by IDRC please telephone or write to the person who has signed the response letter to your complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the IDRC in reviewing your claim or enquiry.

Your complaint will then be treated as a dispute. You may also make a request for a review by the IDRC by contacting:

The Chairperson IDRC  
AIG Australia Limited  
Level 12, 717 Bourke Street,  
Docklands VIC 3008

A written response setting out the final decision of the IDRC and the reasons for this decision will be provided to you within 15 working days of the date you advise us you wish to take your complaint to the IDRC.

If we are unable to provide a written response setting out the final decision we will keep you informed of progress at least every 10 days. If you are not satisfied with the finding of the IDRC, or if we have been unable to resolve your complaint within 45 calendar days, you may be able to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial

services complaint resolution that is free to consumers. AFCA can make decisions with which we are obliged to comply. Its contact details are:

Website: <http://www.afca.org.au>

Email: [info@afca.org.au](mailto:info@afca.org.au)

Tel: 1800 931 678 (local call fee applies)

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

You should note that use of AFCA does not preclude you from subsequently exercising any legal rights which you may have if you are still unhappy with the outcome. Before doing so however, we strongly recommend that you obtain independent legal advice.

If your complaint does not fall within AFCA's rules, we will advise you to seek independent legal advice or give you information about any other external dispute resolution options (if any) that may be available to you.

## OTHER IMPORTANT INFORMATION

### General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (Code). The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers. We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information please visit the Code website, [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or follow the links from the Insurance Council of Australia's website at [www.ica.com.au](http://www.ica.com.au)

### Compensation arrangements and Financial Claims Scheme

AIG Australia is authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and is subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by AIG Australia are met within a stable, efficient and competitive financial system.

The protection provided under the Federal Government's Financial Claims Scheme (Scheme) applies to the Policy. In the unlikely event that AIG Australia is unable to meet its financial obligations under the Policy, persons entitled to make a claim under insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from <http://www.fcs.gov.au>.

### Electronic communication

We prefer to communicate with you and send correspondence (including Policy documents) to you or any agent you may nominate via email, and will do so unless you tell us not to. We will consider any Policy documents we send to you or your nominated agent electronically to have been received by You 24 hours after sending them. You agree by entering into the Policy that we may use the email address provided by you for all communications. You are responsible for making sure you provide us with the correct email address of you or your nominated agent and telling us if it changes.



**More than one named insured**

If more than one person is insured under the Policy, a failure or wrongful action by one of those persons may adversely affect the rights of the other person(s) insured under the Policy. This includes policies where we insure your House and Contents in the name of more than one person, in which case each person is a joint policyholder and is able to make changes to the Policy that we agree to. In the case of joint policyholders, we will treat a statement, act, omission, and claim or request to alter or cancel the Policy made by one as coming from all of those named as insured.

**Changes to this PDS**

We may need to update the information contained in this PDS from time to time. We will issue you with a supplementary PDS or a new PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy or renew the insurance we may issue you with notice of this information in other forms or keep an internal record of such changes.

# POLICY WORDING

## Our agreement with you

This Policy is an agreement between you and us. Provided you pay us the premium, we will provide you with the cover you have selected and as detailed in this Policy and the Policy Schedule. Cover is provided for the period of insurance shown in the Policy Schedule or any renewal of that period.

There are limits in respect of the covers. There is also an amount specified for any Excess that applies to the Policy. This is shown in the Policy Schedule.

## Paying your premium

There are two ways you can pay your premium:

- a. in one (1) annual payment to your insurance broker; or
- b. if provided, in twelve (12) monthly instalments by direct debit from your credit card or from your bank account which can be arranged by your insurance broker.

You must pay your premium in the manner set out in the Policy Schedule.

## Paying your annual premium

You must pay your annual premium to your insurance broker by the due date.

If your premium is unpaid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

## Paying your instalment premium

If we have provided this option to you and if you are paying your premium for the first time by instalments, we will deduct instalments each month on the day of the month that you nominate and which is shown in the Policy Schedule as your payment date.

If you are renewing the Policy and you paid your previous premiums by instalments, we will continue to deduct instalments for your renewed Policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise.

If you have nominated the 29th, 30th or 31st of the month as your payment date, we will deduct your instalment payment on the next day if those dates don't occur in a month.

Further details of your instalments are shown in the Policy Schedule.

If your first instalment is unpaid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for fourteen (14) days or more.

If any instalment of premium has remained unpaid for one (1) month, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount we pay you under a claim any unpaid premium or instalment of premium.

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than seven (7) days before your next instalment is due.

# GENERAL DEFINITIONS

Please note the following:

- Words with special meanings are defined in this **General Definitions** section or in the section of the Policy where they are used specifically.
- Any word or expression that appears in this **General Definitions** section has the same meaning wherever it appears.

Word	Meaning
Accidental Damage	Accidental destruction, loss or damage to your House and or Contents during the period of insurance.
Agent	Your licenced real estate agent or property manager who acts on your behalf to manage the rental of the Insured Address, including collection of Rent.
Allowable Re-letting Expenses	Expenses for re-letting the Insured Address as specified in the current Rental Agreement.
Bond Money	<p>Money that is paid by the Tenant and held as security to cover any:</p> <ul style="list-style-type: none"> <li>• loss or damage to the Insured Address;</li> <li>• outstanding Rent; or</li> <li>• other costs.</li> </ul> <p>The Policy will operate on the basis that Bond Money is equal to at least four weeks Rent and has been paid and collected by your Agent.</p>
Contents	<p>Contents are those located at the Insured Address as follows:</p> <ul style="list-style-type: none"> <li>• Household goods you own or are legally responsible for that are not fixed or fitted to your House.</li> <li>• Carpets, curtains and internal blinds.</li> <li>• Furniture and furnishings that are not built in.</li> <li>• Portable domestic appliances that are not built in and are provided specifically for tenant's use.</li> <li>• TVs, stereos, VCR and DVD players and non-portable entertainment systems.</li> <li>• Swimming pools, saunas and spas that are not built in, and accessories for any swimming pools, saunas or spas.</li> <li>• Fixtures and fittings that have been installed if you are the owner of a strata title unit. We will not cover any fixtures and fittings if the body corporate has them insured.</li> <li>• Clothing, pedal cycles, surfboards, sailboards, surf skis. We will pay up to \$2,000 in total for these items.</li> <li>• Special contents which are listed in the Policy Schedule.</li> </ul> <p><b>Contents does not include:</b></p> <ul style="list-style-type: none"> <li>• Jewellery and watches.</li> <li>• Items that contain gold or silver.</li> <li>• Unset precious and semi-precious stones.</li> <li>• Furs.</li> <li>• Personal effects.</li> <li>• Money.</li> <li>• Negotiable documents.</li> <li>• Computers, computer tapes, or discs.</li> <li>• Cameras and photographic equipment.</li> <li>• Mobile phones.</li> <li>• Sporting equipment.</li> <li>• Photographic equipment.</li> <li>• Collections of stamps, medals or coins.</li> <li>• Plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs.</li> <li>• Animals, including birds and fish.</li> <li>• Motorcycles, mini-bikes, caravans, trailers, aircraft, watercraft or motor vehicles other than ride-on mowers.</li> <li>• Construction materials.</li> </ul>

# GENERAL DEFINITIONS

Word	Meaning
<b>Deliberate or Intentional Damage</b>	<p>An act done without the owner’s permission and with the full knowledge that the action will alter the current state of the property, and without any malice, vindictiveness or spite. This does not include:</p> <ul style="list-style-type: none"> <li>• tenant neglect, carelessness, poor housekeeping, or unhygienic living habits;</li> <li>• damage occurring during maintenance operations carried out by the Tenants or anyone acting on their behalf;</li> <li>• damage as a result of repairs, or attempted repairs, carried out by the Tenants or anyone acting on their behalf;</li> <li>• damage caused by failure of Tenants or their visitors to control their children;</li> <li>• damage caused by pets belonging to Tenants, their visitors or children of the Tenants or their visitors;</li> <li>• theft, or damage caused by theft;</li> <li>• Accidental Damage or accidental loss;</li> <li>• Malicious Damage or Vandalism; or</li> <li>• scratching, dinting, chipping, rubbing or chafing.</li> </ul>
<b>Excess</b>	<p>The Excess is the amount which is payable by you if you make a claim. The amount of Excess for each section will be shown in the Policy Schedule, unless another Excess applies as listed in this document.</p>
<b>Flood</b>	<p>The covering of normally dry land by water, that has escaped or been released from the normal confines of any of the following:</p> <ol style="list-style-type: none"> <li>a lake (whether or not it has been altered or modified);</li> <li>a river (whether or not it has been altered or modified);</li> <li>a creek (whether or not it has been altered or modified);</li> <li>another natural watercourse (whether or not it has been altered or modified);</li> <li>a reservoir;</li> <li>a canal;</li> <li>a dam.</li> </ol>
<b>Holiday Let</b>	<p>This is when you make the Insured Address available for short term holiday accommodation.</p>
<b>House</b>	<p>Residential buildings and any:</p> <ul style="list-style-type: none"> <li>• Professional offices or surgeries in those buildings.</li> <li>• Domestic outbuildings.</li> <li>• Fixed coverings to walls, floors and ceilings. This does not include fixed carpet, curtains or internal blinds.</li> <li>• Infrastructure for utilities that service the Insured Address;</li> <li>• Items built in, or fixed to, or on, the buildings, including blinds and awnings;</li> <li>• Jetties, wharfs, pontoons and moorings used for domestic purposes only.</li> <li>• Construction materials. We will not pay more than \$5,000 in total for construction materials.</li> </ul> <p><b>House does not include:</b></p> <ul style="list-style-type: none"> <li>• Property that a tenant is liable for under the terms of a Rental Agreement.</li> <li>• Lawns.</li> <li>• Loose or compacted soil, gravel, pebbles, rocks or sand.</li> <li>• Dams.</li> <li>• Plants, shrubs, trees or grass.</li> </ul>
<b>Insured Address</b>	<p>The Site where your House and/or Contents are located and is shown on your current Policy Schedule.</p>
<b>Legally Evicted</b>	<p>You or your Agent legally evicts a Tenant in accordance with the relevant tenancy legislation resulting in a termination of the Rental Agreement.</p>
<b>Notice to Leave</b>	<p>A notice given by you or your Agent to a Tenant to vacate the Insured Address by a certain date in one of the following situations:</p> <ul style="list-style-type: none"> <li>• to end a Periodic Tenancy Agreement;</li> <li>• at the end of a term under a Rental Agreement;</li> <li>• when you or your Agent and the Tenant mutually agree in writing to end a Rental Agreement; or</li> <li>• when you otherwise have grounds legally to end a Rental Agreement early.</li> </ul>

# GENERAL DEFINITIONS

Word	Meaning
<b>Periodic Tenancy Agreement</b>	<p>A Periodic Tenancy Agreement occurs when a Tenant continues to occupy the Insured Address after a fixed term Rental Agreement has expired and:</p> <ul style="list-style-type: none"> <li>the Rental Agreement does not provide for its continuation; and</li> <li>none of the following have been given by the Tenant to you or your Agent, or by you or your Agent to the Tenant: <ul style="list-style-type: none"> <li>a Notice to Leave; or</li> <li>a notice of intention to leave; or</li> <li>an abandonment termination notice.</li> </ul> </li> </ul> <p>During a Periodic Tenancy Agreement the same contract terms apply as those that applied immediately before the Rental Agreement expired, however the new agreement shall be on a periodic tenancy basis as defined by relevant state or territory laws governing residential tenancies.</p>
<b>Policy</b>	Policy means our contract with you, including the Product Disclosure Statement (PDS), Policy Schedule and any endorsement or other document that we agree with you forms part of the Policy.
<b>Policy Schedule</b>	The Policy Schedule is the most current document we give you which shows the details of your insurance cover, including the Insured Address and the sums insured. You will receive a Policy Schedule when the Policy is accepted, when the Policy is amended or at renewal.
<b>Property Damage</b>	Physical damage to, destruction of, or loss of use of tangible property arising from an insured event covered by this Policy.
<b>Rent</b>	The amount of money paid, or payable, by the Tenant to rent your property as stated in the Rental Agreement.
<b>Rental Agreement</b>	<p>The agreement between you or your Agent and the Tenant. This agreement must be in writing and state:</p> <ul style="list-style-type: none"> <li>the term of the rental period; and</li> <li>the amount of Rent payable to you; and</li> <li>the amount of the Bond Money that the Tenant is required to pay.</li> </ul>
<b>Short Term Rental</b>	<p>Means rental periods of less than three months in length and which:</p> <ul style="list-style-type: none"> <li>are not in connection with any business where you have an Australian Business Number; or</li> <li>you or the Insured Address are registered to carry on business as a bed and breakfast or as part of a hotel or resort.</li> </ul>
<b>Site</b>	The land on which your House or lot is located and its yard used only for domestic purposes at the Insured Address shown in the Policy Schedule.
<b>Tenant</b>	The person(s) named in the Rental Agreement or Periodic Tenancy Agreement and including that person's partner, children, pets, and any other person(s) permanently living at the Insured Address.
<b>Tenantable</b>	The Insured Address does not exhibit Property Damage which makes it uninhabitable and it can be re-listed to rent or it has been re-rented, following your Tenant being Legally Evicted.
<b>Vandalism or Malicious Damage</b>	<p>Malicious Damage means an act motivated by malice, vindictiveness or spite with the intention of damaging property. This does not include:</p> <ul style="list-style-type: none"> <li>Tenant neglect, carelessness, poor housekeeping or unhygienic living habits.</li> <li>Damage occurring during maintenance operations carried out by the Tenants or anyone acting on their behalf.</li> <li>Damage as a result of repairs, or attempted repairs, carried out by the Tenants or anyone acting on their behalf.</li> <li>Damage caused by pets belonging to Tenants, their visitors or children of the Tenants or their visitors.</li> <li>Theft, or damage caused by theft.</li> <li>Deliberate or Intentional Damage.</li> <li>Accidental Damage or accidental loss.</li> <li>Scratching, dinting, chipping, rubbing or chafing.</li> </ul>
<b>we, us (the insurer)</b>	AIG Australia Ltd ABN 93 004 727 753 AFSL 381686, trading as AIG Australia.
<b>you, your (the insured)</b>	<p>The person(s) whose name is set out in the Policy Schedule. The following people are also insured, as long as they normally live with the person named in the Policy Schedule:</p> <ul style="list-style-type: none"> <li>the named insured's partner;</li> <li>children of the named insured;</li> <li>children of the named insured's partner;</li> <li>the named insured's parents; and</li> <li>the named insured's partner's parents.</li> </ul> <p>In this Policy all of these people are referred to as 'you' or 'your'.</p>

# SECTION 1 – HOUSE AND CONTENTS COVER

## Basis of Cover for your House and/or Contents

This section of the Policy covers your House and/or Contents, as shown in the Policy Schedule, against physical loss or Property Damage as a result of Accidental Damage. This Policy will only provide cover for your House and/or Contents that you own or are liable for.

We will only cover your House and/or Contents which are located at the Insured Address.

Where you have selected cover only for your House, there will be no cover under this section for your Contents.

Where you have selected cover only for your Contents, there will be no cover under this section for your House.

## Reinstatement & Indexation Provision for your House and/or Contents

If you have a loss, we will increase your sum insured by the amount the Consumer Price Index (all groups) has increased since you took out the Policy or last renewed it.

Following a covered loss to your House and/or Contents we will reinstate your corresponding sum insured as shown in the Policy Schedule unless you have suffered a total loss.

Following a total loss to your Contents where we have paid you the full sum insured shown in the Policy Schedule, cover for your Contents will cease.

Following a total loss to your House where we have paid you the full sum insured shown in the Policy Schedule, cover for your House will cease.

Liability cover in relation to your House formerly occupied by you will continue until the earliest of the expiry of the Policy and:

- a. any construction and demolition commencing at the Insured Address;
- b. the sale of the Insured Address or any part of it;
- c. another policy of insurance that includes liability cover being taken out in relation to the Insured Address;
- d. the commencement of construction of a building to replace an insured building at another site; or
- e. six (6) months from the date of the damage that caused the total loss.

## Rebuilding Cost Safety Net

Following a covered loss to your House, if we determine that your House sum insured will not cover the cost of repair, replacement or rebuilding we will provide cover for your House up to 115% of your House sum insured shown in the Policy Schedule.

This additional amount of 15% of your House sum insured is only payable if the cost to repair or replace your House is greater than your House sum insured because damage to your House was caused directly by a Catastrophic Event which resulted in an increase in demand which in turn resulted in a higher cost for the materials and labour required to repair your House.

For the purposes of this extension, a 'Catastrophic Event' means a suddenly occurring, major, natural disaster that is covered under this Policy and declared as a catastrophe or emergency by the Federal Government.

This extension only applies to your House covered by this Policy.

To be entitled to the Rebuilding Cost Safety Net, rebuilding or repairing your House must commence within six (6) months of the Catastrophic Event, or any other period which we agree with you in writing. If rebuilding or repairing your House does not commence within six (6) months of the Catastrophic Event you may be responsible for any increase in cost caused by the delay.

# SECTION 1 – HOUSE AND CONTENTS COVER

## Specific Accidental Damage Conditions and Limitations

We will cover your House and/or Contents as set out in the Policy Schedule for Accidental Damage. Some types of Accidental Damage are subject to the specific conditions and limitations as set out below.

Specific Accidental Damage Conditions	Coverage, Limits and Exclusions
<p><b>Burning out of an electric motor</b></p>	<p>We will cover physical loss or Property Damage to your House and/or Contents as a result of electric motor burnout.</p> <p>Where an electrical motor accidentally burns out, we will decide whether to:</p> <ul style="list-style-type: none"> <li>• repair;</li> <li>• reinstate; or</li> <li>• replace,</li> </ul> <p>the burned out electric motor provided it is less than fifteen (15) years old. We will not cover the motor if it is more than fifteen (15) years old.</p>
<p><b>Landslide, subsidence, erosion or earth movement</b></p>	<p>We will cover physical loss or Property Damage to your House and/or Contents caused by or in connection with landslide, subsidence, erosion or earth movement. This cover only applies if the damage occurs within seventy-two (72) hours of, and as a direct result of, one (1) of the following:</p> <ul style="list-style-type: none"> <li>• storm, Flood, tsunami, rainwater, hail, snow or wind;</li> <li>• earthquake, subterranean fire, volcanic eruption or tsunami;</li> <li>• explosion; or</li> <li>• liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.</li> </ul> <p>Where you have selected cover for your House under this Policy, we will also cover damage to gates, fences or retaining walls that are entirely or partly at the Insured Address.</p>
<p><b>Storm, Flood, rainwater or wind</b></p>	<p>We will cover physical loss or Property Damage to your House and/or Contents caused by or in connection with:</p> <ul style="list-style-type: none"> <li>• storm;</li> <li>• Flood;</li> <li>• rainwater;</li> <li>• hail; or</li> <li>• wind.</li> </ul> <p>We will also cover physical loss or Property Damage caused by storm surge, where water rises as a result of a low pressure system. We will not cover physical loss or Property Damage caused by any other actions of the sea, except tsunami.</p> <p>Where you have insured your House under this Policy, we will also cover loss, damage or destruction to gates, fences or walls that are entirely or partly at the Insured Address caused by storm, Flood, rainwater, hail or wind. This includes:</p> <ul style="list-style-type: none"> <li>• gates, fences or walls that are not attached to, and are not part of, the structure of the House but only for any section of a gate, fence or wall made of brick, stone, metal or frame-supported corrugated fibrous material. The frame supporting the corrugated fibrous material must be made of brick, stone or metal;</li> <li>• gates, fences or walls made of timber and that are not attached to, and are not part of, the structure of the House. We will only pay for gates, fences or walls which are 15 years old or less; or</li> <li>• free-standing fences that do not have a supporting frame but only if these fences are made from corrugated fibrous material. These fences must have been installed and constructed according to the manufacturer’s specifications.</li> </ul> <p>We will also not cover damage caused by storm, Flood, rainwater or wind to swimming pool covers including solar covers, plastic liners for swimming pools, jetties, wharves, bridges or pontoons.</p>

# SECTION 1 – HOUSE AND CONTENTS COVER

## Specific Exclusions for Accidental Damage

No coverage is provided for Accidental Damage where physical loss or Property Damage is caused by or arising out of:

- Landslide, subsidence, settling, shrinkage or any movement of earth or erosion except as described above.
- Water entering your House:
  - o through an opening made for any building, renovation or repair work; or
  - o because of a structural defect, faulty design or faulty workmanship when your buildings were constructed that you knew about (or should reasonably have known about) and did not repair before the loss or damage occurred. We will cover any resultant damage.
- Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- Rats, mice or insects gnawing, biting, chewing, clawing, scratching or in any way polluting or contaminating your House or Contents. We will pay for any resultant damage.
- Roots from trees, plants shrubs or grass. We will cover resultant covered damage. For example, if tree roots damage and block a pipe, we will pay for the resultant damage to the House caused by water overflowing in the House. We will not pay for the damage to the pipe.
- Any process of cleaning involving the use of chemicals other than domestic household chemicals.
- A defect in an item, faulty workmanship, structural defects or faulty design.
- Breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand.
- Tenants, their visitors, their visitors’ children, or their visitors’ pets, scratching, denting, chipping, rubbing, or scuffing, any surface.
- Mechanical or electrical breakdown (other than an electric motor burning out as described above). This exclusion does not apply to the resultant loss or damage to your House or Contents.

## Excess

The Excess is the amount which is payable by you if you make a claim. The amount of Excess for each section will be shown in the Policy Schedule, unless another Excess applies as listed in this document.

In most instances at the time of your application for insurance you can select the Excess that you wish to be payable in the event of a covered loss. Selecting a higher Excess can reduce the amount of the premium you will have to pay.

In the event of one (1) incident that results in a covered loss to both your House and Contents you will only be required to pay one Excess, which will be the highest Excess applicable.

If a claim is submitted for more than one (1) identifiable event then the corresponding Excess will apply for each identifiable event.

The table below sets out the type of claim and the amount of Excess payable (if any):

Type of Claim	Excess Payable
House claim	Yes – all claims as per Policy schedule
Contents claim	Yes – all claims as per Policy schedule
Total loss House	No
Total loss Contents	No
House and/or Contents claim arising from Earthquake or tsunami	The Excess shown in the Policy Schedule plus \$250.
House and or Contents claim arising from Vandalism or Malicious Damage, Deliberate or Intentional Acts and/or theft by Tenants, their visitors, or their visitor’s children.	The Excess shown in the Policy Schedule plus \$400. For one or more separate identifiable events, the maximum Excess applicable will be \$1,000 in total.
House and/or Contents claim arising from Accidental Damage by Tenants, their visitors, or their visitor’s children	The Excess shown in the Policy Schedule plus \$400. This does not apply to claims arising from: <ul style="list-style-type: none"> <li>• fire;</li> <li>• explosion;</li> <li>• liquid that escapes from:                             <ul style="list-style-type: none"> <li>o a fixed pipe or something attaching to a pipe, fixed gutter, fixed tank or a drain;</li> <li>o a bath, basin, shower, sink, toilet or tiled floor that has drainage holes;</li> <li>o a washing machine or dishwasher; or</li> <li>o an aquarium or waterbed,</li> </ul> </li> <li>• impact by vehicle;</li> <li>• accidental breakage of:                             <ul style="list-style-type: none"> <li>o fixed glass in the House; or</li> <li>o fixed shower bases, basins, sinks, baths or toilets.</li> </ul> </li> </ul>



# SECTION 1 – HOUSE AND CONTENTS COVER

## Payment Basis for your House and/or Contents

In the event of a covered loss to your House and/or Contents, the most we will pay for any claim under **Section 1 – House and Contents Cover** is the sum insured shown in the Policy Schedule, subject to any applicable Excess.

There are some items of your House and Contents that are subject to limits in respect of the amount payable. These are detailed in the **General Definitions**.

## Claims Settlement for your House

If we accept a claim in relation to your House, we will at our option:

- a. rebuild;
- b. repair; or
- c. pay the reasonable cost of rebuilding or repairing,

to the same condition as when the building was new. We will decide which option we will use.

If we accept a claim in relation to your House, we will also pay for the damaged portion of fixed coverings to walls, floors and ceilings but only in the areas where the damage occurred.

We will not pay for the replacement of undamaged property.

Following a valid claim in relation to your House, we will also pay in any one (1) period of insurance an amount up to 50% of any additional costs required for your House to comply with government or local authority bylaws. We will not however pay these additional costs if you were obliged to comply with these bylaws, before the claim occurred. Where the damage is less than 50% of the costs of rebuilding your House, we will only pay for the additional costs in respect of the damaged portion/s.

If following a covered loss the rebuilding or repair of your House is limited by government or local authority bylaws that reduce the floor area of the Insured Address we will:

- pay the actual cost of rebuilding or repairing the reduced floor area of the Insured Address; and
- pay the difference between the actual costs of rebuilding or repairing the reduced floor area of the Insured Address and the estimated costs of rebuilding or repairing had the limit not applied.

Rebuilding or repairing your House must commence within six months of the damage or loss occurring, unless we otherwise agree in writing.

If rebuilding or repair does not commence within six months, we will at our choice:

- reinstate or repair your House to the condition it was in just before the damage or loss occurred; or
- pay you the cost of reinstating or repairing your House to the condition it was in just before the damage or loss occurred; or
- pay you the value of the land and your House just before the damage or loss occurred. We will reduce this payment by the value of your land and your House after the damage or loss occurred.

We will reasonably attempt to match original existing material when we repair your House, or where this is not possible we will use or pay for the nearest equivalent material.

Where you are entitled to use Bond Money to pay for or reduce the costs of any loss or damage, you must do so and the amount of that entitlement will be deducted from your claim.

## Claims Settlement for your Contents

If we accept a claim for any item of your Contents, we will at our option:

- a. replace the item with the nearest equivalent new item;
- b. repair the item to the condition it was in at the time immediately before it was destroyed, lost or damaged; or
- c. pay the reasonable cost of replacing or repairing.

We will decide which option to use.

However when the damaged item:

- consists solely of fabric;
- is carpet which is greater than ten (10) years old; or
- is any other Contents item which is greater than fifteen (15) years old,

we will at our option:

- replace the item with an item of the same condition. The replacement item will be no better than the item being replaced;
- repair the item to the same condition it was in before the loss or damage occurred; or
- pay you the cost to replace or repair the item.

We will also pay for the cost of replacement for damaged carpets; wall, floor and ceiling coverings; and internal blinds and/or curtains, but only in the room, hall or passage where your Contents were destroyed, lost or damaged.

Where you are entitled to use Bond Money to pay for or reduce the costs of any loss or damage, you must do so and the amount of that entitlement will be deducted from your claim.

Any payment we make for loss or damage to your Contents will be reduced to allow for wear, tear and depreciation.

## SECTION 1 – HOUSE AND CONTENTS COVER

### **Pairs, Sets or Collections**

For a covered loss in respect of an item of your Contents which is part of a pair, set or collection, we will only pay for the value of the actual destroyed, lost or damaged item which formed part of the pair.

The amount we will pay is the value that such item has as a proportion of the combined pair, set or collection. We will only pay the cost of replacing the item even though the pair, set or collection to which it belongs is now incomplete and as a result has a lesser value.

### **Limit for the value of Contents**

We will not pay more than \$20,000 for any one item, pair, set or collection of your Contents. This does not apply to carpets, curtains and internal blinds. You can insure items that are worth more than \$20,000 each as a 'special contents' item. To do this you must advise us and the items will be listed in the Policy Schedule.

## SECTION 2 – ADDITIONAL COVERS

### Additional Covers for your House

Where you have selected cover for your House, we will also pay for the additional covers set out in the table below headed *Additional Covers for your House*.

Any payment that we make for additional covers will be in addition to your House sum insured listed in the Policy Schedule, unless stated otherwise. We will only provide the additional covers where:

- i. you have suffered physical loss or Property Damage to your House as a result of Accidental Damage; and
- ii. we have agreed to pay a claim as a result of Accidental Damage.

The column headed *Coverage, Limits and Exclusions* details:

- i. the coverage applicable;
- ii. the exclusions (if any) applying to the additional cover; and/or
- iii. any specific extensions, limitations or conditions that apply to that specific additional cover.

Additional Covers for your House	Coverage, Limits and Exclusions
Automatic Contents cover	We will provide automatic cover for your Contents up to \$10,000. This amount will be in addition to any Contents sum insured shown in your Policy Schedule.
House debris removal	We will cover the reasonable costs for demolition, removal and disposal of debris from your House following a covered loss. The most we will pay for your House debris removal costs is the equivalent of 15% of your House sum insured as shown in the Policy Schedule.
Loss of Land Value	<p>We will cover any 'Loss of Land Value' provided your sum insured is not totally used for a claim. This loss must be as a result of government or local authority laws or regulations that reduce the floor area of the Insured Address.</p> <p>'Loss of Land Value' is the difference between the value of the land just before the damage or loss occurred, and the value of the land just after the damage or loss occurred. We will reduce the amount we pay you for the <i>Loss of Land Value</i> by any amount that you receive as compensation for this loss.</p> <p>We will not pay more than the unused portion of your House sum insured.</p>
Mortgage discharge costs	We will cover the reasonable costs to discharge your mortgage(s) following a covered total loss under this Policy.
Professional fees to rebuild your House	<p>We will cover the costs incurred by you for architects, surveyors and any legal fees in respect of the repair or reinstatement of your House following a covered loss.</p> <p>We will not pay more than 15% of your House sum insured for this additional cover.</p>
Replacement of locks and keys	<p>We will cover the reasonable and necessary costs of replacing or recoding, locks, keys or combinations of your House's external door locks with a key cylinder or a similar item, if stolen as a result of burglary or housebreaking. The burglary or housebreaking must be reported to the Police.</p> <p>We will not pay more than \$1,000 for this additional cover.</p>
Utility systems	<p>We will cover the installation costs of the following utility systems following a total loss where we have agreed to rebuild your House:</p> <ul style="list-style-type: none"> <li>• rainwater tank facility (including the rainwater tank, water pump and wiring, foundation or tank stand, pipes connecting the roof to the tank);</li> <li>• solar power system (including the solar or PV panels, water tank, pump, electrical wiring, foundation or tank stand and pipes connecting the roof solar panels to the tank);</li> <li>• hot water exchange system (including the heat exchange system, electrical wiring, foundation or tank stand and water pipes); and</li> <li>• grey water recycling system (including the recycling system, distribution pipes and connectors and outlet housings).</li> </ul> <p>We will not pay more than \$5,000 for this additional cover, after deduction of any rebate that you are eligible for under any government or council rebate scheme.</p>

## SECTION 2 – ADDITIONAL COVERS

### Additional Covers for your Contents

Where you have selected cover for your Contents, we will also pay for the additional covers set out in the table below headed *Additional Covers for your Contents*.

Any payment that we make for these additional covers will be in addition to your Contents sum insured listed in the Policy Schedule. We will only provide the additional covers where:

- i. you have suffered physical loss or Property Damage to your Contents as a result of Accidental Damage; and
- ii. we have agreed to pay a claim for your Contents as a result of Accidental Damage.

The column headed *Coverage, Limits and Exclusions* details:

- i. the coverage applicable;
- ii. the exclusions (if any) applying to the additional cover; and/or
- iii. any specific extensions, limitations or conditions that apply to that specific additional cover.

Additional Covers for your Contents	Coverage, Limits and Exclusions
Contents debris removal	We will cover the reasonable costs to remove your Contents debris following a covered loss to your Contents. The most we will pay for debris removal costs for your Contents is the equivalent of 15% of your Contents sum insured as shown in the Policy Schedule.
Replacement of locks and keys	We will cover the reasonable and necessary costs of replacing or recoding, locks, keys or combinations of your House’s external door locks with a key cylinder or a similar item, if stolen as a result of burglary or housebreaking at the Insured Address. The burglary or housebreaking must be reported to the Police.  We will not pay more than \$1,000 for this additional cover.
Vandalism or Malicious Damage to body corporate property	We will cover damage to your body corporate property, where you are legally liable for the damage, if a Tenant or their visitors, or the children of a Tenant or their visitors, or the pets of Tenants or their visitors cause the damage.  We will not pay more than \$25,000 for this additional cover.

### Additional Covers for your House and/or Contents

Where you have selected cover for your House or Contents or both we will also pay for the additional covers set out in the table below headed *Additional Covers for your House and/or Contents*. We will only pay for the below additional covers once during any one (1) policy period.

Any payment that we make for these additional covers will be in addition to the corresponding sum insured listed in the Policy Schedule.

The column headed *Coverage, Limits and Exclusions* details:

- iv. the coverage applicable;
- v. the exclusions (if any) applying to the additional cover; and/or
- vi. any specific extensions, limitations or conditions that apply to that specific additional cover.

## SECTION 2 – ADDITIONAL COVERS

Additional Covers for your House and/or Contents	Coverage, Limits and Exclusions
<b>Pet cover</b>	<p>We will cover physical loss or Property Damage to your House and/or Contents caused by a domestic pet living at the Insured Address and owned by a Tenant. Where you are entitled to recover Bond Money to pay for or reduce the costs of any such physical loss, you must do so and the amount recovered will be deducted from your claim under the Policy.</p> <p>We will not pay more than \$2,500 during any one period of insurance for this additional cover.</p>
<b>Tax audit fees</b>	<p>We will cover the fees that you must pay to an accountant when your personal financial affairs in respect of the Insured Address shown in the Policy Schedule are audited by the Australian Taxation Office. You must advise us of any such audit prior to the fees being incurred and we must agree to provide cover for those fees.</p> <p>We will not cover fees as described above if the audit results in:</p> <ul style="list-style-type: none"> <li>• criminal prosecution;</li> <li>• fees where the final assessment of your taxable income for the period being audited is 20%, or more, higher than your original declaration;</li> <li>• fees for work performed outside the time limits allowed by the Australian Taxation Office; and</li> <li>• any fines, penalties or adjustments of taxation.</li> </ul> <p>We will not pay more than \$2,000 for this additional cover during any one (1) period of insurance.</p>
<b>Tree removal</b>	<p>We will cover the professional costs to remove tree stumps, fallen trees, and branches and associated removal costs necessarily incurred in order to repair or replace your House and/or Contents damaged by a storm or storm surge covered by this Policy.</p> <p>We will not provide cover unless the cost exceeds \$500 and we will not pay more than \$5,000 in total for this additional cover.</p>

### Excess

The Excess is the amount which is payable by you if you make a claim. The amount of Excess for each section will be shown in the Policy Schedule, unless another Excess applies as listed in this document.

In most instances, at the time of your application for insurance you can select the Excess that you wish to be payable in the event of a covered loss. Selecting a higher Excess can reduce the amount of the premium you will have to pay.

In the event of one (1) incident that results in a covered loss to both your House and Contents you will only be required to pay one Excess, which will be the highest Excess applicable.

The table below sets out the type of claim and the amount of Excess payable (if any):

Type of Claim	Excess Payable
Additional Covers for your House	No
Additional Covers for your Contents	No
Additional Covers for your House and/or Contents	No

### Payment Basis for Additional Covers

The benefits payable under *Additional Covers for your House*, or *Additional Covers for your Contents*, or *Additional Covers for your House and/or Contents* unless stated otherwise are in addition to the sum insured shown in the Policy Schedule.

### Claims Settlement for Additional Covers

If we accept a claim for your House and/or Contents and there is coverage payable under **Section 2 – Additional Covers** this Policy a claim for your House will be settled on the basis described in *Claims Settlement for your House* and a claim for your Contents will be settled on the basis described in *Claims Settlement for your Contents*.

## SECTION 3 – OPTIONAL COVERS

### Loss of Rent

This optional cover applies only when the Policy Schedule shows you have selected cover for *Loss of Rent*.

#### Basis of Cover for Loss of Rent

We will provide cover for Loss of Rent following physical loss or Property Damage to your House and/or Contents arising from a covered loss and when we have agreed to pay a claim as a result of a covered loss. If your House or sections of your House and/or Contents are:

- uninhabitable following physical loss or Property Damage; or
- unable to be leased for Short Term Rental after the physical loss or Property Damage occurred, we will deduct an amount equal to five days Rent from our payment to you.

We will also provide cover for Loss of Rent where loss or damage affects property located near your House and access to your House or Contents is prevented.

For the purpose of this optional cover the phrase 'uninhabitable' means your House is not fit to live in due to your House:

- not being connected to electricity or gas;
- not being connected to hot and cold running water; or
- being deemed unsafe to live in.

We will pay the amount that is equal to the Rent up to the period of time your Buildings have been repaired or replaced. We will pay this for up to 24 months and the amount we pay will not be greater than double the amount of the sum insured shown in your Schedule.

#### Payment Basis of a Claim for Loss of Rent

Where you are entitled to use Bond Money to pay for or reduce the costs of any loss or damage to your House, you must do so and the amount of that entitlement will be deducted from your claim under the Policy.

When your House is subject to a rental pool arrangement and physical loss or Property Damage occurs to your House, we will only provide cover where other sections of your House are not available for lease and a financial loss occurs.

If your House is not used for Short Term Rental, we will provide additional cover for Loss or Rent for up to two (2) weeks after your House has been repaired or replaced.

### Rent Default

This optional cover only applies when the Policy Schedule shows you have selected cover for *Rent Default*. This optional cover will cease immediately if the Insured Address is not Tenatable.

#### Basis of Cover for Rent Default

We will provide cover to you for loss of Rent if your Tenant:

- leaves the Insured Address before the end of the tenancy period stated in the Rental Agreement and does not give you or the Agent notice as prescribed in the Rental Agreement;
- stops paying Rent owed to you;
- is Legally Evicted from the Insured Address, or
- has been issued a Notice to Leave by you or the Agent.

We will pay the weekly amount the Insured Address is rented for. In the case of the issue of a Notice to Leave, the maximum Rent we will pay will be two weekly amounts from the date the Tenant vacates the Insured Address. We will not pay more than \$12,000 for a claim for Rent Default. We will not cover Short Term Rentals under this optional cover.

#### Additional Cover applying to Rent Default following:

##### Death of a sole Tenant

We will cover Rent for six (6) weeks as a result of Rent being unrecoverable and/or delays in re-letting after the death of a sole tenant that occurs before the end of the tenancy period of your Rental Agreement or during a Periodic Tenancy Agreement.

Cover will start from the date of the sole tenant's death. We will not pay if the sole tenant had given you or your agent notice of termination in accordance with the Rental Agreement prior to their death. You must take all reasonable steps depending on the circumstances to recover any Rent due from the tenant's estate and to re-let the Insured Address. This optional cover will cease immediately if the Insured Address is re-tenanted.

##### Hardship

We will cover loss of Rent for six (6) weeks after your Rental Agreement or Periodic Tenancy Agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority on the grounds of hardship suffered by the Tenant.

Cover will start from when the termination order issued by the Residential tenancies Tribunal or other relevant authority takes effect.

## SECTION 3 – OPTIONAL COVERS

### Payment Basis of a Claim for Rent Default

We will only provide cover for Rent Default when you and your Tenant have a Rental Agreement, and the Tenant breaches the Rental Agreement.

If at the time of Policy inception the Rent is in arrears then cover for Rent Default will not be payable. In this instance, cover will only commence when:

- the Rent in arrears has been paid; and
- the Tenant has paid the agreed rent in accordance with the Rental Agreement for a period of not less than four (4) consecutive weeks.

When we pay a claim for Rent and/or legal expenses, the claim will be reduced by the balance, if any, of any Bond Money remaining after deduction of Allowable Re-letting Expenses and any other costs or expenses you are legally entitled to deduct from the Bond Money. 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 other equivalent legislation, to remedy non-payment and evict the Tenant. Any claim for default on rent ceases when the Rental Agreement could reasonably have been legally terminated by you.

We will not pay if your Tenant leaves the Insured Address with or without notice in circumstances where you have failed to rectify a Notice of Remedy breach issued by the Tenant to you or the Agent.

### Strata Title Mortgage Protection

This optional cover applies only when the Policy Schedule shows you have selected cover for *Mortgagee Protection*.

This optional cover applies when you own part of a building that has been subdivided, including into strata title units, and you have a mortgage on that part. We will provide cover for physical loss or Property Damage to the part of the building that you own as covered by **Section 1 – House and Contents**.

We will pay up to the amount you owe on your mortgage but no more than the sum insured shown in the Policy Schedule, less any applicable Excess. We will pay this to your mortgagee when you are required to pay your mortgage in full following a loss. We will only pay this when the body corporate as policyholder has not insured the part of the building, or it has not insured the building for damage you can claim for under this Policy.

### Theft by a Tenant

This optional cover applies only when the Policy Schedule shows you have selected cover for *Theft by a Tenant*.

#### Basis of Cover for Theft by a Tenant

In the event of theft by your Tenant or their visitors, or their visitors' children, we will pay for theft to:

- part of your House if you have insured your House under Section 1 – House and Contents Cover of this Policy. We will not pay more than the sum insured you have selected for your House, less any applicable Excess; and/or
- your Contents if you have insured Contents under Section 1 – House and Contents Cover of this Policy. We will not pay more than the sum insured you have selected for Contents, less any applicable Excess.

#### Additional Cover applying to Rent Default and Theft by a Tenant for Legal Costs

When we have accepted a claim made by you for Rent Default or Theft by a Tenant, we will also pay legal costs you reasonably incur:

- to legally evict Tenants;
- to recover amounts owed to you by Tenants; or
- to recover amounts for items stolen by Tenants or their visitors, or their visitors' children.

We will not pay any legal costs to recover any amount owed to you solely for the payment of any Excess applicable to any claim under this Policy.

We will not pay more than \$2,000 for legal costs under this cover. We will only pay your legal costs when we agree to pay them before they are incurred.

### Excess for Optional Covers

The Excess is the amount which is payable by you if you make a claim. The amount of Excess for each section will be shown in the Policy Schedule, unless another Excess applies as listed in this document.

In the event of one (1) incident that results in a covered loss to both your House and Contents you will only be required to pay one Excess, which will be the highest Excess applicable.

The table below sets out the type of claim and the amount of Excess payable (if any):

Type of Claim	Excess Payable
Loss of Rent	No
Strata Title Mortgagee Protection	No
Rent Default	The Excess shown in the Policy Schedule plus \$400.
Theft by Tenant	The Excess shown in the Policy Schedule plus \$400.

## SECTION 4 – LIABILITY COVER

### Liability Events

We will cover you for all amounts you are legally liable to pay as compensation for Personal Injury to any person or Property Damage for the events listed in the below table headed *Liability Events*.

The column headed *Coverage, Limits and Exclusions* details:

- i. the coverage applicable;
- ii. the exclusions (if any) applying to each event as shown in the *Liability Event* column; and/or
- iii. any specific extensions, limitations or conditions that apply to that specific liability event.

Liability Events	Coverage, Limits and Exclusions
Contents cover liability	<p>Where you have selected cover for your Contents we will cover you for all amounts you become legally liable to pay as compensation for Personal Injury to any person or Property Damage.</p> <p>We will only pay this compensation as a result of an Occurrence during the period of insurance arising out of the ownership of your Contents or occupancy of your part of the Insured Address. This does not include any amount you have to pay because you are the owner of part of the House or buildings at the Insured Address.</p>
House owners liability	<p>Where you have selected cover for your House, we will cover you for all amounts you become legally liable to pay as compensation for Personal Injury to any person or Property Damage.</p> <p>We will only pay this compensation as a result of an Occurrence during the period of insurance arising out of the ownership of your House or occupancy of your part of the Insured Address.</p>

### Special Definitions for your Liability Cover

The following special definitions apply to **Section 4 – Liability Cover** of the Policy only.

**‘Bodily Injury’** means physical bodily harm including resultant sickness or disease that requires care or loss of services and/or resultant death.

**‘Occurrence’** means continuous or repeated exposure to substantially the same general conditions which results in Personal Injury or Property Damage neither expected nor intended from your standpoint. All death, Personal Injury or Property Damage consequent on or attributable to one source or originating cause shall be deemed to be one Occurrence.

**‘Personal Injury’** means Bodily Injury, death, shock, mental anguish or mental injury, libel, slander or defamation of character. Personal Injury does not include the publication or utterance of a libel or slander:

- a. made prior to the commencement of the period of insurance; or
- b. made by or at the direction of you with knowledge of its falsity; or
- c. relating to advertising, broadcasting or telecasting activities by or on behalf of you.

**‘Property Damage’** means physical damage to, or destruction of tangible property, including the loss of use of that property. Tangible property includes any liability for the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits and similar instruments, but does not include the value represented by such instruments.

### Liability Limit

We will not pay more than \$20,000,000 for any one (1) Occurrence, including any legal costs you have to pay in relation to the claim and costs awarded against you.

We will only pay for those legal costs that we have provided our prior consent to you incurring.

### Specific Exclusions for your Liability Cover

The exclusions that apply to **Section 1 – House and Contents Cover**, **Section 2 – Additional Covers**, **Section 3 – Optional Covers** and the **General Terms and Conditions** also apply to your liability cover and additional covers under **Section 4 – Liability Cover**. In addition the following specific exclusions are applicable to all covers under **Section 4 – Liability Cover**.

#### Conveyance

We will not cover any liability arising from the use, servicing, repairing or maintaining of a motor vehicle, motorcycle, mini-bike, aircraft or watercraft.

#### Contractual Liability

We will not cover any liability which has been assumed by you under any contract or agreement you enter into, provided that this exclusion shall not apply if you would have been liable in the absence of the agreement or contract.



## SECTION 4 – LIABILITY COVER

### **Asbestos**

We will not cover any liability directly or indirectly caused by or arising from exposure to asbestos or materials containing asbestos, or directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.

### **Pollutants**

We will not cover any liability arising from the discharge, release, escape, removal, neutralizing or cleaning up of pollutants.

### **Breach of Fiduciary and other Duties**

We will not cover any liability arising out of, or based upon or attributable to:

- a. Gaining a personal profit or advantage that is illegal.
- b. A conflict of duty or interest.
- c. Any act or omission that is dishonest, fraudulent, criminal, willful or Malicious Damage.

### **Prior Acts or Omissions**

We will not cover any liability arising out, or based upon, or attributable to any alleged or actual act or omission committed, or alleged to have been committed, prior to the commencement of the Policy.

### **Land, Building or Other Property**

We will not cover any liability which arises from vibration or interference with the support of land, buildings or other property. We will also not cover any liability which arises from the erection or demolition of buildings.

### **Disease**

We will not cover any liability for any disease that is transmitted by you, or any member of your family who normally lives with you.

### **Business Trade or Occupation**

We will not cover any liability arising out of business, profession, trade or occupation carried on by you. This exclusion does not apply to any liability arising out of you managing the Insured Address and its surrounds.

### **Penalties and Fines**

We will not cover any penalties, fines or awards of aggravated, exemplary or punitive damages made against you.

### **Family Members and Employees**

We will not cover:

- a. Personal Injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you;
- b. Personal Injury to any person you or any other person you employ when that Personal Injury arises from their employment with you or any other person; or
- c. Property Damage to property that belongs to you, any member of your family who normally lives with you, any other person who normally lives with you or that belongs to any person you employ and that damage to Property arises from their employment with you.
- d. Property Damage to property that belongs to you, any member of your family who normally lives with you, any other person who normally lives with you or that belongs to any person you or any other person employs and that damage to Property arises from their employment.

### **Lifts, Escalators or Hoists**

We will not cover any alterations, servicing, repairing or any additions to lifts, escalators or hoists. This includes anything that is a part of a lift, escalator or hoist.

### **Libel or Slander**

We will not cover any liability which arises from libel or slander.

### **Excess**

There is no Excess applicable to Section 4 – Liability Cover.

# GENERAL EXCLUSIONS

This Policy does not cover any:

- loss;
- damage;
- destruction;
- death;
- injury;
- illness;
- liability;
- cost or expense; or

directly or indirectly caused by or in connection with, or contributed to, or arising from the following general exclusions.

## Alteration

We do not cover loss for or in connection with alterations, repairs, renovations or additions to your House or to the Insured Address that cost more than \$100,000.

## Consequential Actions

We do not cover loss for or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the Nuclear, Terrorism or War Exclusion below.

## Data Failure

We do not cover loss for or in connection with any failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy, other than loss or damage to any frozen food, or loss or damage to any computer equipment or computer software.

## Nuclear

We do not cover loss for or in connection with radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

## Tenant Exclusions

We do not cover loss for or in connection with Tenant neglect, carelessness, poor housekeeping or unhygienic living habits.

We do not cover physical loss or Property Damage in connection with the tenant, their visitors or their visitors' children unless you have selected the optional cover for Theft by Tenants on page 23.

## Terrorism

We do not cover loss for or in connection with any act(s) of Terrorism.

For the purpose of this exclusion, 'act(s) 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:

- a. involves violence against one (1) or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

We will not cover contamination by chemical and/or biological agents, which results from an act of terrorism.

## War

We do not cover loss for or in connection with 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.

# GENERAL EXCLUSIONS

## Other exclusions:

We do not cover loss for or in connection with:

- a. Lawful destruction or confiscation of your property.
- b. Anything that you or anyone acting for you deliberately caused.
- c. Damage to a heating element. We will pay for any resultant damage following damage to a heating element subject to the terms and conditions of this Policy.
- d. Mildew, atmospheric or climatic conditions.
- e. Damage, loss or injury that you or anyone acting for you deliberately caused.
- f. Action of the sea, tidal wave, high water, or erosion; except storm surge and tsunami.
- g. Landslide or subsidence except as detailed in the landslide, subsidence, erosion or earth movement section on page 16 of this Policy.
- h. Any event that does not occur within the period of insurance.

## 72 Hour Exclusion Period

We will not cover your House and/or Contents for a period of 72 hours from the time of the commencement of your insurance for physical loss or Property Damage in connection with:

- a. bushfire;
- b. a named cyclone; or
- c. Flood or tsunami.

We will however provide cover within such 72 hour period if:

- a. this Policy commences directly after another insurance policy covering the same event or property expired without a break in cover; or
- b. you have entered into a contract of sale to purchase the property which has not completed and under which the risk has passed to you as purchaser.

## Sanction limitation and exclusion clause

In this section, the reference to Insurer is a reference to us and Insured is a reference to you.

If, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defense to the Insured or make any payment of defense costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

## Unoccupancy

We will not cover you for your House and/or Contents if your House or the Insured Address remains unoccupied, for a continuous period of ninety (90) days or more. This does not apply to holiday lettings or if the physical loss or Property Damage to your House and/or Contents results from lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, aircraft, waterborne craft, space debris, rocket, satellite, or a branch, tsunami or earthquake. We do not insure you against any subsequent resultant damage.

This exclusion will not apply if you notify us that your House or the Insured Address will be unoccupied for more than ninety (90) consecutive days, and we agree in writing to continue your cover and you pay us any additional premium that we may require.

# GENERAL TERMS AND CONDITIONS

## Preventing our right of recovery

We will not cover you under this Policy if you have made an agreement with a person not to pursue compensation when such person is liable to compensate you for any destruction, loss, damage or liability which is covered by this Policy.

## Other party's interests

Any person who may have an interest in the subject matter of this Policy such as financiers, lessors or owners will be covered by this insurance to the extent of their interest. We will only protect their interests if you have told us about them and their interest has been noted in the Policy Schedule. Any person whose interests you have told us about and we have noted in the Policy Schedule is bound by the terms of this Policy.

## Transfer of Interests

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

## Providing proof

In order to properly evaluate your claim as expeditiously as possible you should retain the following:

- a. receipts or other confirmation of purchase and ownership;
- b. valuations; and
- c. photographs of the Insured Address including your House and/or Contents.

At our discretion we may request such documentation if you make a claim.

## Assistance and Co-operation

You must:

- a. pay us the premium for this Policy; and
- b. tell us as soon as possible of anything that changes the facts or circumstances relating to your insurance; and
- c. take reasonable precautions to prevent anything which could result in a claim under this Policy; and
- d. make sure that anyone doing anything on your behalf obeys all laws; and
- e. comply with the terms and conditions of this Policy.

## Your claim may be refused

Non-compliance with Policy conditions may result in us refusing to pay a claim or reducing the amount of a claim. This includes you not complying with your duty of disclosure, or if you make a fraudulent claim.

## Changing the Policy

You can make any change to this Policy which will be made effective when we agree to it, request additional premium (if any) and we give you a new Policy Schedule detailing the change.

## Cancelling the Policy

### How you may cancel this Policy

You may cancel this Policy at any time by telling us in writing that you want to cancel it.

Where more than one person is named as an insured, cancellation of the Policy will only become effective once a written agreement to cancel the Policy is received from all such persons.

### How we may cancel the Policy

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

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

We will refund to you the pro-rata proportion of the premium for the remaining period of insurance (less any fees or expenses that may be charged by us for administration costs and any non refundable taxes). The refund will be made payable to the first named insured noted on the Policy Schedule.

## Jurisdiction

The courts with jurisdiction to hear a dispute under this Policy and the laws which shall apply to such dispute shall be the courts and laws of the state or territory of Australia in which this Policy is issued.

## Notices

Any notice we give you will be in writing, and it will be effective if it is delivered to you personally; or it is delivered to you at your address (including an electronic address) which is last known to us. It is important for you to tell us of any change of address as soon as possible.

Please contact your insurance broker to assist you in making a claim.

# HOW TO MAKE A CLAIM

## Your Duties after a Loss

You must make your claim within 30 days after you suffer a loss.

You must also:

- a. take all reasonable precautions to prevent further loss, Property Damage, injury, illness or liability;
- b. take down the details of any other people involved in a loss;
- c. inform the Police immediately if your property is stolen, vandalised or maliciously damaged. We may ask you to give us a written report from the Police;
- d. retain the damaged property;
- e. send us any claim, writ, summons or other proceedings such as an impending prosecution or inquest you become aware of; and
- f. send us any document relating to your claim within seventy-two (72) hours of you receiving the document.

You must not do any of the following:

- a. carry out repairs or replacement of damaged property without our consent;
- b. offer or negotiate to pay a claim; or
- c. admit fault for a claim;

without our written permission.

## Subrogation Clause

If we have made a payment under this Policy and you have a right to claim against someone who caused the loss or damage, we have the right to make such a claim in your name. We also have the right to conduct, defend or settle any legal action.

You must give us all the information and cooperation that we require in order to exercise such rights.

## How the Goods and Services Tax affect your Claim

Where we make a payment under this policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.



#### **CONTACT**

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