



# Apia Landlord Insurance

Product Disclosure Statement

Rewarding experience



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# Introduction

## Welcome to Apia Landlord Insurance

Thank you for choosing Apia. If you need anything in relation to your insurance, or if you need to make a claim, you can contact us on **13 50 50**.

### Why is this document important?

This Product Disclosure Statement (PDS) is an important legal document that contains details of your Apia Landlord Insurance if you purchase this product from us. It also explains in the 'Important information about us' statement (see page 6), certain information about the financial services we offer, how we are remunerated and what relationships we have with others, to help you decide if you would like to use the services we offer. This PDS also explains how we will deal with your complaint if you ever have a concern with your dealings with us. You will receive a PDS if you buy a policy or if we provide another financial service to you.

Before you decide to buy this product from us, please read this PDS carefully. If you purchase this product, your policy comprises of this PDS and your certificate which shows the details particular to you.

You may need to refer to this document from time to time. So keep it in a safe place.

### How to use this PDS

We have designed this PDS so that it is easy for you to see what is covered and what is not covered. In most areas of the PDS, we have put a '✓' ahead of what 'We cover', and an 'X' ahead of what 'We do not cover'. Where a limit applies to a particular benefit of this policy, in most cases it will be shown within 'We cover' under the heading of 'Limit'.

### Updating information

The information in this PDS was current at the date of preparation. We may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by contacting us. We will give you a free paper copy of any updates if you request them. In some circumstances the terms and conditions of this PDS may be amended by a Supplementary PDS (SPDS).

### PED Guide

Throughout this PDS you will be referred to a guide called: Premiums, Excesses, Discounts and Claim Payments Guide, indicated as 'Refer to the PED Guide for further information'. This guide will provide you with further information and is available at [apia.com.au](http://apia.com.au). You can also obtain a copy of this guide on request, at no charge, if you contact us on **13 50 50**.

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## **Communicating with you**

We may agree to send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and policy communications will be provided to you in this way until you tell us otherwise or we tell you it is no longer suitable. If we agree to communicate with you electronically, you will need to provide us with your current email address and your Australian mobile phone number.

Each electronic communication will be deemed to be received by you at the time it leaves our information system.

## **Our agreement with you**

Apia on behalf of AAI Limited (see page 6) agrees in return for your premium to insure you in the circumstances and subject to the conditions, limits and exclusions set out in your policy.

## **Cooling off period**

After this insurance begins or you renew your policy for another period of insurance, you have **21** days to consider the information in this PDS. This is called the 'cooling off period'. If you wish, and provided you have not made a claim, you can exercise your cooling off rights within **21** days from the day cover began or was renewed. When you exercise your cooling off rights, we will refund in full the money you have paid for that period of insurance but you will have no cover from when your policy would have otherwise begun or from your renewal date.

Alternatively, you can cancel your policy at any time during the period of insurance. When you do this, and unless we tell you otherwise, you will have cover up until the date of cancellation. For more information see 'Cancellation by you' on page 85.

## **Who is this product designed for?**

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

If your property is a strata title unit, we only offer cover for your contents.

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## **We rely on the accuracy of your information**

When we agree to insure you, to renew or vary your policy, or to pay your claim, we rely on the accuracy of the information you give us. If that information is not accurate, we can reduce or deny any claim you make or cancel your policy. We never want to have to do that, so you must answer honestly, correctly and completely, the questions we ask about:

- you;
- your property or unit;
- your contents;
- any events that result in a claim on your policy.

When you receive your renewal, please carefully check the information it shows about you and your property and contents. If any of that information is incorrect or incomplete, please call us on **13 50 50**.

## **Exclusion for new business policies**

There is no cover for bushfire, storm, flood or tsunami in the first **72** hours of your policy.

Very limited exceptions apply. For full details see 'General exclusions – Bushfires, storms, floods, tsunamis in the first **72** hours of cover' on page 63.

## **More than one named insured**

If there is more than one named insured on your certificate, we will treat a statement, act, omission, claim, request or direction (including to alter or cancel your policy) made by one as a statement, act, omission, claim, request or direction by all those named as insured on your certificate.

## **Some words in your policy have special meanings**

Some words when used in this PDS have special meanings. Most of the words with special meanings are defined in the 'Glossary of important words and phrases' section on pages 7 to 12.

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## Important information about us

This important information about us statement was completed on 7 April 2016.

### Who are we?

Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996 (Apia), authorised representative No. 239591. The contact details for Apia are on the back cover.

### Who do we act for?

Apia is an agent (acting under a binder) and authorised representative of AAI Limited ABN 48 005 297 807 (AAI Limited). AAI Limited holds Australian Financial Services Licence No. 230859. The contact details for AAI Limited are on the back cover. AAI Limited has authorised this 'Important information about us' statement.

AAI Limited has prepared this PDS and is the insurer of the policies referred to under 'What financial services do we offer' that are arranged by Apia. Apia is a wholly owned subsidiary of AAI Limited and both are members of the Suncorp Group. As AAI Limited is regulated by the Australian Prudential Regulation Authority (APRA) it is exempt from the requirement to hold professional indemnity insurance cover. AAI Limited as the insurer will receive the premiums paid for the policy.

### What financial services do we offer?

Apia is authorised by, and acts on behalf of AAI Limited to issue insurance under a binder, to arrange, vary and cancel insurance, handle and settle claims and provide general and personal financial product advice in relation to Apia branded general insurance policies issued by AAI Limited.

### How are we paid for providing the financial services?

Apia does not receive any commissions or benefits from AAI Limited for giving you advice or for the insurance policies it arranges. AAI Limited and other Suncorp Group companies provide Apia with the resources it needs to provide the financial services, such as staff employed by the Suncorp Group of companies. In addition to their salary, staff may receive bonuses if they achieve their performance targets. You will not be charged an additional fee as a direct result of this.

### How we will deal with a complaint

Apia provides a complaint resolution process. For details see page 86.

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## Glossary of important words and phrases

### Actions or movements of the sea

means:

- rises in the level of the ocean or sea;
- sea waves;
- high tides or king tides;
- any other actions or movements of the sea **but not** a tsunami or storm surge.

### Agent

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

### AAI Limited

means AAI Limited ABN 48 005 297 807. AFSL No. 230859.

### Apia

means Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996.

### Business activity

means:

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

It does not mean the tenancy of your property or unit.

### Certificate

means the latest certificate we have given you. It is an important document as it shows the covers you have chosen and other policy details such as the premium that applies.

### Common property

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

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## Computer

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

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

## Contents

means unfixed household goods and furnishings that you own or are legally responsible for and which are at the insured address for your tenant's domestic use. See page 23 for more details.

## Contents with fixed limits

means the contents with fixed limits that cannot be changed and these limits are the most we will pay for those content items, see the table on page 25.

## Environmental improvement

means an alteration or addition to your property comprising of items which are intended to contribute to the protection or conservation of the environment. These may include items such as solar panels, rainwater tanks or compost equipment.

## Event or incident

means a **single** event, accident or occurrence which you did not intend or expect to happen.

## Excess

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



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## Flood

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

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

## Guest

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

## Insured address

see page 21 for details.

## Insured events

means the insured events on pages 26 to 40. In addition, an insured event is always a **single** event, accident or occurrence which you did not intend or expect to happen.

## Loss or damage

means physical loss or physical damage.

## Malicious acts and/or vandalism

means deliberately harmful acts or omissions. It does **not** mean accidental, reckless or negligent acts or omissions.

## Open air

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

## PED Guide

means a guide that will provide you with further information about our premiums, excesses, discounts and claim payments and is available at [apia.com.au](http://apia.com.au). You can also obtain a copy of this guide on request, at no charge, if you contact us on **13 50 50**.

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### **Period of insurance**

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

### **Periodic rental agreement**

means the agreement that applies when a tenant continues to occupy the insured address after a written rental agreement for the insured address has expired, and a notice to leave, notice of intention to leave or abandonment notice has not been given by the tenant to you or your agent, or by you or your agent to the tenant.

### **Policy**

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

### **Property**

means the residential building that you own or are responsible for and used by tenants primarily for domestic purposes at the insured address. See page 21 for more details.

### **Rental agreement**

means a written rental agreement or a periodic rental agreement.

### **Retaining wall**

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

### **Set**

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

### **Storm**

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

### **Storm surge**

means a rush of water onshore associated with a low pressure system and caused by strong winds pushing on the ocean's surface.

### **Strata title**

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

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## Sum insured

is the most you can claim for any one incident less any deductions that apply, unless stated otherwise in this PDS. See page 17 for more details.

## Tenant

means the person or persons who have been granted the right to occupy the insured address under a rental agreement and includes any other person who usually resides at the insured address.

## Unit

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

## Unoccupied and occupied

unoccupied means:

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

occupied means:

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

'furnished' enough to be lived in means your property or unit contains at least:

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

## Weekly rental amount

means the lesser of the:

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

less agent's commission and fees.

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### **Well maintained and in good condition**

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

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

### **We, our and us and Apia**

means Apia on behalf of AAI Limited.

### **Written rental agreement**

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

- complies with the requirements specified in the relevant residential tenancy legislation (or its equivalent); **and**
- includes the following minimum requirements – a start and finish date, a minimum duration, the amount of rent payable, the bond that the tenant is required to pay and the notice to leave requirements.

### **You/Your**







see page 21 for details.

## Summary of insured events

This summary lists the insured events that we cover, together with an example of what we do not cover in relation to that insured event. This is a summary only and there are other things we do not cover. For full details of what we cover and do not cover you for, read your certificate and the full PDS carefully, including pages 26 to 40 and the 'General exclusions' on pages 61 to 67 of this PDS.

<p><b>Flood</b></p> <p>But we do not cover loss or damage to retaining walls, sea walls, garden borders and free standing outdoor walls.</p> <p><b>More details page 26</b></p>	<p><b>Storm</b></p> <p>But we do not cover the cost of cleaning mud or clearing debris out of tanks, swimming pools or spas, including replacing or storing the water.</p> <p><b>More details page 28</b></p>
<p><b>Lightning</b></p> <p>But we do not cover loss or damage caused by power failures or surges by your power provider.</p> <p><b>More details page 29</b></p>	<p><b>Fire</b></p> <p>But we do not cover loss or damage to your property or contents from arcing, scorching or cigarette burns, unless and only to the extent that a fire spreads from the initial burn spot.</p> <p><b>More details page 29</b></p>
<p><b>Earthquake</b></p> <p>But we do not cover loss or damage that occurs more than <b>72</b> hours after the earthquake.</p> <p><b>More details page 30</b></p>	<p><b>Tsunami</b></p> <p>But we do not cover loss or damage that occurs more than <b>72</b> hours after the tsunami.</p> <p><b>More details page 30</b></p>



<p><b>Accidental breakage of glass</b></p> <p>But we do not cover any costs if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches).</p>  <p><b>More details page 32</b></p>	<p><b>Theft or burglary by tenants and their guests</b></p> <p>But we do not cover loss or damage when we have accepted a previous claim under this insured event in the same period of insurance in respect of the same tenant.</p>  <p><b>More details page 31</b></p>
<p><b>Theft or burglary by people who are not tenants or their guests</b></p> <p>But we do not cover loss or damage caused by you or your tenants or their guests.</p>  <p><b>More details page 31</b></p>	<p><b>Escape of liquid</b></p> <p>But we do not cover wear, tear or loss or damage caused by liquid leaking, splashing, dripping or overflowing over a period of time <b>if</b> a reasonable person would have been aware of this condition.</p>  <p><b>More details page 34</b></p>
<p><b>Impact</b></p> <p>But we do not cover the cost of removing or lopping fallen trees or branches that have not damaged the property or contents.</p>  <p><b>More details page 36</b></p>	<p><b>Damage by an animal</b></p> <p>But we do not cover loss or damage caused by insects, vermin or rodents (some limited exceptions apply).</p>  <p><b>More details page 37</b></p>

<p><b>Explosion</b></p> <p>But we do not cover the cost of repairing or replacing the tank or container that exploded.</p>  <p><b>More details page 38</b></p>	<p><b>Riot, civil commotion or public disturbance</b></p>  <p><b>More details page 38</b></p>
<p><b>Malicious acts or vandalism by tenants or their guests</b></p> <p>But we do not cover loss or damage when we have accepted a previous claim under this insured event in the same period of insurance in respect of the same tenant.</p>  <p><b>More details page 39</b></p>	<p><b>Malicious acts or vandalism by people who are not tenants or their guests</b></p> <p>But we do not cover loss or damage caused by you or your tenants or their guests.</p>  <p><b>More details page 40</b></p>

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## Summary of important claims information

This summary lists some of the important information to consider when making a claim. This is a summary only and there are other things you should be aware of when making a claim.

For more details see pages 68 to 84.

<b>Making a claim</b>	<p>It is important that you contact us as soon as possible after the loss or damage has occurred. You must also take reasonable steps to prevent further loss or damage.</p> <p><b>More details page 68</b></p>
<b>Establishing your loss</b>	<p>You will need to prove that an incident covered by your policy has occurred and also the extent of the loss or damage you have suffered.</p> <p><b>More details page 70</b></p>
<b>Proof of ownership</b>	<p>We may ask for proof of ownership in the event of a claim.</p> <p><b>More details page 71</b></p>
<b>Excess</b>	<p>An excess is the amount you have to pay for each incident when you make a claim. The excess(es) that apply depend upon the circumstances of the claim.</p> <p><b>More details page 71</b></p>
<b>How claims are settled</b>	<p>We will decide to repair, replace, rebuild or pay you what it would cost us to repair, replace or rebuild.</p> <p>Some items, for example, paintings, cannot be replaced and we explain how we will settle claims for such items in this PDS.</p> <p><b>More details page 73</b></p>



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## About your sum insured

### What is a sum insured?

The sum insured is the most you can claim for any one incident less any deductions that apply, unless stated otherwise in this PDS. The amount is shown on the certificate or in this PDS, and includes GST.

### Make sure your sum insured is adequate

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

To help you calculate the replacement value of the property we recommend you seek the services of an architect, builder, quantity surveyor, valuer or other suitably qualified professional for an accurate estimate. Alternatively there are numerous free building replacement cost calculators available on Australian websites that may assist you in working out your sum insured.

### Review your sum insured regularly

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

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

### If you over-insure

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

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

### Adjustments on renewal

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

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## About your premium

The premium is the amount you pay us for this insurance and it includes stamp duty, GST, and if, applicable other government charges. The total amount payable will be shown on your certificate or, if you pay by instalments, the instalment premium will be shown on your certificate.

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

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

Your premium includes any discounts we have given you.

## Refer to the PED Guide for further information

## Paying your premium

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

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

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

## Late annual payments

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

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

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

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## Overdue instalments

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

- refuse to pay a claim if an instalment is **14** days (or more) overdue;
- cancel your policy if an instalment is **1** month (or more) overdue. We will notify you of the cancellation.

## Your responsibilities

### You must:

- keep your property, unit and any contents well maintained and in good condition. For what we mean by 'well maintained and in good condition' see 'Glossary of important words and phrases' on page 12;
- maintain locks or alarms in good working condition, especially if you told us your property has an alarm;
- take reasonable care to prevent theft, loss, damage or legal liability;
- follow all the terms, conditions and responsibilities set out in your policy;
- provide honest and complete information for any claim, statement or document supplied to us;
- ensure that your property complies with local government or other statutory requirements at all times.

### Not meeting your responsibilities

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

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

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

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

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

If you have to pay an unoccupied excess it is payable in addition to any other excess that applies to your claim. For more details about the unoccupied excess, see page 72.

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## When you need to contact us

### You must contact us when:

- you or your agent become aware that your tenant starts to operate or intends to operate a business activity at the insured address;
- you or your agent become aware of changes to any business activity at the insured address, such as:
  - the type of business activity changes;
  - people start to come to the insured address;
  - business signage is installed;
  - storage of chemicals for the business activity occurs.
- any detail on your certificate is no longer accurate;
- you intend to demolish your property, have lodged an application to do this, or a government authority has issued a demolition order;
- the insured address ceases to be tenanted;
- you or your agent become aware trespassers (squatters) occupy the insured address;
- building or renovations commence at the insured address;
- anything else happens that increases the chance that loss, damage or injury will occur at the insured address;
- you no longer have a rental agreement (see 'Glossary of important words and phrases' on page 10) for the insured address;
- any of your contact details change, such as your Australian mobile number or email address.

### What we will do when you contact us

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

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## About your cover

### Who we cover – You/Your

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

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

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

### Where we cover – the insured address

We cover your property and contents at the insured address. The insured address is the address/location shown on your certificate. It also includes all land adjoining the insured address that you have a legal right to occupy, if the land adjoining the insured address is not subject to any communal or common property conditions (e.g. community title/strata title arrangements). The insured address does not include common property unless the additional cover 'Contents on common property' applies, see page 54.

### What we cover as your property

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

- garages, carports, outbuildings, outdoor walls, gates, fences and any structural improvements on land;
- decks, pergolas, pagodas, verandas and balconies, fixed water tanks, fixed swimming pools and spas, granny flats, sheds, tennis courts;
- garden borders, sealed pathways and paved or concreted floor areas;
- sealed driveways or sealed roads;
- retaining walls which are located within the boundaries of the insured address;
- services, both above and below ground that are your property and you are responsible for;
- any permanently housed, connected or wired electrical appliances;
- any permanently fixed outdoor items, such as solar panels, satellite dish, play equipment, clothes lines, animal housing and outdoor lights;
- gas appliances permanently plumbed to a gas supply;

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- any permanently attached fixtures including wall, ceiling and floor coverings;
  - lino installed, whether permanently attached or not;
  - sewer storage tanks or treatment tanks permanently plumbed to your property;
  - boat jetties, pontoons, mooring poles and their attachments and accessories which are located within the boundaries of the insured address or where part of their structure begins or terminates on the insured address;
  - any permanently fixed medical equipment or aid, such as wheelchair lifts and grab rails;
  - any uninstalled building fittings, fixtures and materials (limits apply) **but only** when kept in a locked and secured building at the insured address.

## What we do not cover as your property

**We will not cover** any building or part of a building which is legally part of a strata title building under the relevant state law.

Your property does not include:

- anything defined as contents;
- any new building in the course of construction;
- any temporary or mobile structures, including caravans, houseboats, watercraft or motorised craft of any type;
- inflatable or portable swimming pools and spas and their accessories;
- any fixed or temporary dead weight moorings, mushroom moorings or screw in moorings;
- any carpets, rugs, blinds, drapes or curtains;
- air conditioners attached within a window;
- loose or compacted soil, lawn, artificial grass, gravel, pebbles, rocks or granular rubber;
- used or applied chemicals, fertilisers or pesticides;
- plants, trees, shrubs or hedges in the ground (**unless** covered under additional feature 'Damage to gardens and plants');
- a hotel, motel, boarding or guest house.

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## The most we will pay for property claims

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

Fixed limit applies to:	Limit for any one insured event
Uninstalled building fittings, fixtures and materials (e.g. tiles stored in the shed or an oven that is not yet installed)	Up to <b>\$1,000</b> in total

## What we cover as your contents

Your contents means unfixed household goods and furnishings that you own or are legally responsible for and which are at the insured address for your tenant's domestic use such as:

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

### If contents are insured in a unit

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

- lino installed in the unit, whether permanently attached or not;
- floating wooden floors;
- air conditioners and spas for the sole use of the unit owner or occupier;
- fixtures owned by you as a tenant which will be removed when vacating;
- wall paint and paper if your unit is located in New South Wales.

**We will not cover** any item which is legally part of a unit building according to the relevant state law.

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## What we do not cover as your contents

Contents does not include:

- personal effects and valuables designed to be worn or carried by a person such as:
  - footwear, baggage, handbags, wallets, furs;
  - jewellery, watches, clothing.
- valuable items such as:
  - cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps;
  - medals, collections or memorabilia;
  - items made of, or plated with, gold or silver;
  - precious stones.
- musical instruments, sporting or recreational equipment (including bicycles and firearms);
- portable battery operated appliances such as: tablets, cameras, mobile phones, iPods, MP3 players;
- recorded, saved or stored audio, video, data or media. This includes the device, object or place where they are recorded, saved or stored;
- computers (see meaning on page 8) and their printers or software;
- electrical and gas appliances, light fittings, alarm systems permanently connected or plumbed to the electricity or gas supply;
- dishwashers housed in a cabinet;
- lawns, trees, shrubs, plants, hedges;
- fixed swimming pools and spas and their accessories;
- water in tanks, swimming pools, spas or any other water container;
- animals, including fish, reptiles, pets and livestock;
- business equipment;
- unfixed home building materials and uninstalled home fittings;
- loose or compacted soil, lawn, artificial grass, gravel, pebbles, rocks or granular rubber (e.g. sand on tennis courts or gravel driveways);
- motor vehicles, motorcycles, mini-motorcycles or motorised bicycles, watercraft, aircraft, or any accessories for these vehicles or craft;
- caravans, mobile homes or any of their contents;



- any item forming part of your property for insurance purposes or which is legally part of a unit building;
- any medical equipment, item or aid;
- contents in storage at the insured address which are not for the tenant's use.

## The most we will pay for contents claims

If we accept your claim the most we will pay for loss or damage to all contents arising from any one insured event is the contents sum insured shown on your certificate.

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

### Contents with fixed limits

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

Item	Limits for any one insured event
Paintings, pictures, works of art, antiques, sculptures, ornaments and art objects	<b>\$1,000</b> for each item or set <b>but not</b> more than <b>10%</b> of the contents sum insured in total
Carpets or rugs that are hand woven	<b>\$1,000</b> per carpet or rug
Contents in the open air	Up to <b>20%</b> of the contents sum insured in total

## GST

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

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## What you are covered for – Insured events

You can choose to take out insurance for your property or your contents at the insured address, or both. The cover you have chosen will be shown on your certificate.

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

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

There are some things we do not cover and these are shown in the 'We do not cover' section of the following tables on pages 26 to 40 and in the 'General exclusions' on pages 61 to 67.



## Flood

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### ✓ We cover

Loss or damage caused by flood.

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

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

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## X We do not cover

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



## Storm

### ✓ We cover

Loss or damage caused by a storm.

### ✗ We do not cover

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



## Lightning

### ✓ We cover

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

### ✗ We do not cover

- any claim where the Australian Government Bureau of Meteorology has no record of lightning in your area at the time of the loss or damage;
- loss or damage without written confirmation from a qualified repairer saying lightning was the actual cause of the loss or damage;
- loss or damage caused by power failures or surges by your power provider.



## Fire

### ✓ We cover

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

### ✗ We do not cover

Loss or damage arising from:

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



## Earthquake and Tsunami

### ✓ We cover

Loss or damage caused by an earthquake or tsunami.

### ✗ We do not cover

- loss or damage caused by actions or movements of the sea or storm surge;  
**Note:** 'Tsunami' is not an action or movement of the sea, see page 7.
- loss or damage that occurs more than **72** hours after an earthquake or tsunami;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, **but we will cover** loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, an earthquake or tsunami and not because of erosion over time, structural fault or design fault.



## Theft or burglary by tenants or their guests

### ✓ We cover

Loss or damage caused by theft or burglary by your tenants or their guests.

#### Limit

The most we will pay per period of insurance is:

- **\$25,000** if you have property cover; **or**
- the lesser of **\$25,000** or your contents sum insured if you do not have property cover.

**Note:** An additional excess applies. See page 72 for more details.

### ✗ We do not cover

Loss or damage when we have accepted a previous claim under this insured event in the same period of insurance in relation to the same tenant.

**Note:** 'Same tenant' means that at least one common person was usually residing at the insured address at the time of both insured events.



## Theft or burglary by people who are not tenants or their guests

### ✓ We cover

Loss or damage caused by thieves or burglars who are not your tenants or their guests.

### ✗ We do not cover

Loss or damage caused by you or your tenants or their guests.



## Accidental breakage of glass

### ✓ We cover

#### **When you have property cover**

accidental breakage of:

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

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

#### **When you have contents cover**

accidental breakage of:

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

#### **Replacing glass**

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



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## X We do not cover

### When you have property cover

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

### When you have contents cover

- any accidental breakage which has occurred while the items are outside your property **unless** stated otherwise;
- drinking glasses and any glass or crystal items normally carried by hand;
- any hand held mirrors;
- the screen or glass of any computer, television set or other type of visual or audio electronic device;
- glass that is part of a vase, decanter, jug, fishbowl, ornament or light globe;
- the cost to remove broken glass from carpets or parts of your contents;
- any loss or damage if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches).



## Escape of liquid

### ✓ We cover

Loss or damage caused by liquid leaking, overflowing or bursting from any of the following:

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

### Exploratory costs

If we provide cover under this insured event, we will also pay the reasonable costs of:

- locating, at the insured address, the source of the escaped liquid; **and**
- repairing and restoring the damage to your home and contents caused by our exploratory work (**but we do not** cover the repair or replacement of the item from which the liquid escaped). We will also pay up to **\$1,000** extra to match or complement undamaged materials in the same room, hallway, stairs or passageway where the damage occurred (see pages 67 to 80).

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## X We do not cover

- wear, tear or loss or damage caused by liquid leaking, splashing, dripping or overflowing over a period of time **if** a reasonable person would have been aware of this condition;
- escape of liquid that has not caused permanent damage to your property or contents;
- escape of liquid from agricultural pipes, a watering system or hose;
- escape of liquid from a portable container, such as a pot plant, vase, terrarium, fishbowl, beverage container, saucepan, bucket or watering can;
- loss or damage to, or caused by, a leaking shower floor or base, shower cubicle walls, shower glass screening or doors;
- broken, worn or aged tiles or grouting in walls in bathrooms, kitchens or laundries **unless** the damage is caused by liquid leaking from pipes in walls or floors (**but not** forming part of a shower cubicle wall, floor or base);
- loss or damage to retaining walls;
- the cost of repairing or replacing the item from which the liquid escaped;
- costs if you repair or renovate a damaged area of your home before we can inspect it and find the cause;
- loss or damage caused by wear, tear, rust, fading, rising damp, mould, mildew, corrosion, rot.



## Impact

### ✓ We cover

Loss or damage caused by impact at the insured address from:

- a falling tree or part of a falling tree including the roots;
- power poles;
- TV antennas or satellite dishes, communication aerials or masts;
- watercraft, aircraft, motor vehicles or trailers;
- an object falling from a motor vehicle or aircraft;
- space debris or meteorites.

### ✗ We do not cover

- loss or damage to driveways, paths, paving or underground services caused by a road vehicle, crane or earthmoving equipment;
- any portion of a fence or wall that is not owned by you;
- the cost of removing or lopping fallen trees or branches that have not damaged your property or contents;
- loss or damage caused by trees being lopped, felled or transplanted by you or someone authorised by you;
- the removal of tree stumps or roots still in the ground.



## Damage by an animal

### ✓ We cover

Loss or damage caused by an animal.

### ✗ We do not cover

Loss or damage caused by:

- any animal owned by you or in the custody of you, your tenant, or someone who is at the insured address with your consent or the consent of the tenant;
- insects, vermin or rodents, **but we will cover** damage they cause if it is covered under the following insured events:
  - 'Fire' (see page 29);
  - 'Escape of liquid' (see page 34).
- animals pecking, biting, clawing, scratching, tearing or chewing your property or contents, or damage caused by their urine or excrement. **But we will cover** damage caused by an animal (**except** insects, vermin or rodents) which becomes accidentally trapped inside your property or unit and which does not belong to you or anyone living at the insured address.



## Explosion

### ✓ We cover

Loss of damage caused by an explosion.

### ✗ We do not cover

- the cost of repairing or replacing the tank or container that exploded;
- loss or damage caused by nuclear or biological devices;
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, **but we will cover** loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, an explosion and not because of erosion over time, structural fault or design fault.



## Riot, civil commotion or public disturbance

### ✓ We cover

Loss or damage caused by riot, civil commotion or public disturbance e.g. damage caused by a violent crowd moving down your street.

### ✗ We do not cover

- loss or damage caused by you or someone who lives at the insured address;
- loss or damage caused by someone who entered the insured address:
  - with your consent;
  - with the consent of someone who had your authority to allow them access to the insured address.
- loss or damage if you or someone living with you participated in the riot, civil commotion or public disturbance;
- loss or damage caused by nuclear or biological devices.



## Malicious acts and vandalism by tenants or their guests

### ✓ We cover

Loss or damage caused by malicious acts or vandalism by your tenants or their guests.

#### Limit

The most we will pay per period of insurance is:

- **\$25,000** if you have property cover; **or**
- the lesser of **\$25,000** or your contents sum insured if you do not have property cover.

**Note:** An additional excess applies. See page 72 for more details.

### ✗ We do not cover

- accidental or unintended loss or damage;
- the cost of cleaning, repairing or restoring your property or contents caused by neglect, or untidy, unclean or unhygienic habits of the tenant or their guests, such as the cost of cleaning, repairing or removing:
  - liquid (including urine) or food stains;
  - odours;
  - abandoned items or rubbish;
  - drawing or painting on walls;
  - water damage and stains from over-watering plants;
  - water damaged carpets, flooring, cupboards or vanity units caused by water splashing from showers, sinks or baths.
- loss or damage when we have accepted a previous claim under this insured event in the same period of insurance in respect of the same tenant.

**Note:** 'Same tenant' means that at least one common person was usually residing at the insured address at the time of both insured events.

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## Malicious acts or vandalism by people who are not tenants or their guests



### ✓ We cover

Loss or damage caused by malicious acts or vandalism by people who are not your tenants or their guests.

### ✗ We do not cover

Loss or damage caused by you or your tenants or their guests.

**Refer to the PED Guide for further information**



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## Additional features

If we accept your claim for loss or damage due to an insured event, we will also provide the following additional features. The additional features and their limits are paid in addition to the cover provided under your property and/or contents insurance.

In some circumstances, we may decide to make an additional feature available to you before we accept or agree to pay your claim. If we do this, it does not mean that your claim has or will be accepted or that we have otherwise agreed to pay your claim. If we later decide that we cannot accept or pay your claim then the cover available under an additional feature will not apply and we can recover from you the amounts we paid.

There are some things we do not cover under these additional features and these are shown in the 'We do not cover' section of the following tables on pages 42 to 47 and in the 'General exclusions' on pages 61 to 67. All of the conditions of this policy apply to these additional features unless the cover says otherwise.

Below is an overview of the additional features and the limits that apply. For full details read this PDS.

Summary of additional features	Limits for an insured event
Loss of rent following an insured event	Up to <b>52</b> weeks or <b>20%</b> of the property sum insured, whichever is less
Removal of debris	Up to <b>10%</b> of the property or contents sum insured
Other repair/rebuilding costs (property cover only)	Up to <b>10%</b> of the property sum insured
Environmental improvements (property cover only)	Up to <b>\$2,500</b>
Damage to gardens and plants (property cover only)	Up to <b>\$200</b> per tree, shrub, plant, hedge or garden bed up to a maximum of <b>\$2,000</b>
Storage of undamaged contents (contents cover only)	Up to <b>10%</b> of the contents sum insured

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## Loss of rent following an insured event

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### ✓ We cover

#### When you have property cover

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

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

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

#### Limit

The longest period we will provide cover for is **52** weeks and the most we will pay under the feature is the greater of:

- **20%** of the property sum insured if you have property cover; **or**
- **20%** of the contents sum insured if you have contents cover only.

### ✗ We do not cover

- loss of rent:
  - if you do not intend to repair or replace the property, unit or contents;
  - if the tenant still has an obligation to pay the rent;
  - once the insured address is able to be lived in again;
  - if you have made a claim for the same event under 'Loss of rent - tenant default';
  - if the insured address was not occupied by a paying tenant at the time the loss or damage occurred. **But we will** provide cover if you give us evidence that it would have been rented during the time taken to repair or replace the property or contents and we agree.
- any amounts you are able to recover for loss of rent under another insurance policy including any insurance policy taken out by a body corporate or similar entity.

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## Removal of debris

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### ✓ We cover

#### **When you have property cover**

The reasonable and necessary costs of:

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

#### **Limit**

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

#### **When you have contents cover**

The reasonable and necessary costs to dispose of your damaged contents.

#### **Limit**

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

### ✗ We do not cover

#### **When you have property cover**

The cost of:

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

#### **When you have contents cover**

Disposal, storage or removal of anything that is not defined as contents.

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## Other repair/rebuilding costs

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### ✓ We cover

When we are rebuilding or repairing damaged parts of your property, we will pay the reasonable and necessary costs:

- of any temporary work required to make the damaged or destroyed property and insured address safe;
- for the services of professionals, such as architects or surveyors, to repair or rebuild at the insured address;
- to make the damaged parts of your property comply with the current building regulations and laws.

### Limit

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

### ✗ We do not cover

The cost of:

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

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## Environmental improvements

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### ✓ We cover

We provide cover for the costs associated with the purchase and installation of environmental improvements at the insured address such as a rainwater tank, solar systems or compost equipment when all of the following applies:

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

### Limit

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

**Note:** \*Net cost is the amount you spend after deducting any government subsidy to which you are entitled to at the date of the loss, whether you claim this subsidy or not. You must supply us with proof of the amount you spent before we will pay you.

### ✗ We do not cover

Any amount covered under 'Other repair/rebuilding costs' to comply with the latest building regulations.

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## Damage to gardens and plants

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### ✓ We cover

We will pay the cost of replacing trees, shrubs, plants, hedges or garden beds at the insured address with ones that we consider are reasonably similar to the ones lost or damaged if:

- the trees, shrubs, plants, hedges or garden beds at the insured address are damaged as a result of an insured event; **and**
- we have accepted a claim for loss or damage to your property resulting from the same insured event.

### Limit

We will pay up to **\$200** per tree, shrub, plant, hedge or garden bed up to a maximum of **\$2,000** per any one event.

### ✗ We do not cover

Loss or damage:

- to lawns, grass or pot plants;
- caused by 'Flood' (see page 26);
- caused by 'Storm' (see page 28);
- caused by 'Escape of liquid' (see page 34).

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## Storage of undamaged contents

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### ✓ We cover

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

### Limit

The most we will pay for the storage of undamaged contents is **10%** of the contents sum insured.

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

### ✗ We do not cover

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

**Refer to the PED Guide for further information**

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## Additional covers

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

The cover provided is shown in the 'We cover' section of the following tables on pages 49 to 57. In all cases the incident that causes the loss or damage must happen in the period of insurance.

There are some things we do not cover under these additional covers and this is shown in the 'We do not cover' section of the following tables on pages 49 to 57 and in the 'General exclusions' on pages 61 to 67. All of the conditions of this policy apply to these additional covers unless the cover says otherwise.

Below is an overview of the additional covers and the limits that apply. For full details read this PDS.

Summary of additional covers	Limit per event
Loss of rent - tenant default	See pages 49 to 50
Legal costs to recover unpaid rent	Up to <b>\$5,000</b>
Loss or rent - prevention of access	Up to <b>12</b> weeks
Lock replacement	Up to <b>\$1,000</b>
Damage caused by emergency services (property cover only)	Up to <b>\$1,000</b>
Contents on common property (contents cover only)	Up to <b>\$1,000</b>
Motor burnout	Up to <b>\$2,000</b>
Exploratory costs where leak is not covered under insured event 'Escape of liquid' (property cover only)	Up to <b>\$1,500</b>
Kitchen appliance heat (property cover only)	Up to <b>\$1,000</b>
Landlord furnishings (property cover only)	Up to <b>\$5,000</b>



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## Loss of rent – tenant default

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**This additional cover only applies when you have property cover or you have insured your contents in a unit.**

There is **no cover** provided under this additional cover for an amount equal to four (**4**) times the weekly rental amount **except** when your claim relates to the death of a sole tenant (see item **3** below). An excess **does not** apply to this additional cover.

### ✓ We cover

1. If your tenant stops paying the weekly rental amount during the term of your written rental agreement, or periodic rental agreement, and during the period of insurance **but does not leave**, we will pay the weekly rental amount for a period:

- up to **14** weeks if you have a written rental agreement; **or**
- up to **2** weeks if you have a periodic rental agreement.

We will deduct from your claim any amount paid to you as rent. Cover stops when the tenant is no longer in rent arrears.

2. If your tenant permanently leaves during the period of insurance without giving you written or verbal notice as required under your written rental agreement or periodic rental agreement, we will pay the weekly rental amount if it is not paid to you for a period:

- up to **14** weeks for a written rental agreement or until the date of a new rental agreement (whichever happens first); **or**
- up to **2** weeks for a periodic rental agreement or until the date of a new rental agreement (whichever happens first).

We will deduct from your claim any amount paid to you as rent.

3. If your tenant is a sole tenant, and that person dies during the period of insurance and before the end of their tenancy, we will pay the weekly rental amount from the date of their death or the date the rent is paid up to (whichever is the later date) for **2** weeks.

**We will not pay** if the sole tenant had given you or your agent notice in accordance with the written rental agreement or periodic rental agreement prior to their death.

If your written rental agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority on the grounds of hardship on the part of the tenant during the period of insurance, we will pay the weekly rental amount from the date the termination order takes effect for up to a further **4** weeks or until you secure a new tenant, whichever happens first.

---

## X We do not cover

Loss of rent if:

- we have paid a previous claim under this additional cover in respect of the same tenant in the same period of insurance;
- you do not have a rental agreement in place;
- you have not taken all reasonable steps legally available to you under the Residential Tenancies Act, or other relevant State or Territory legislation, to remedy non-payment and/or evict the tenant;
- the tenant has not breached your rental agreement;
- the written rental agreement could have been legally terminated by you;
- the rent was in arrears when you took out this policy;
- you have made a claim for 'Loss of rent – insured event' for the same incident;
- you do not actively seek a new tenant.

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

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## Legal costs to recover unpaid rent

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### ✓ We cover

If we accept and pay your claim under 'Loss of rent – tenant default' **and** you have a written rental agreement and before incurring any legal costs you obtained our permission in writing to incur legal costs to recover unpaid rent, we will pay the reasonable:

- legal costs to recover the rent owed to you; **and**
- costs charged by your agent for attending a court or tribunal to try to recover the unpaid rent.

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

### Limit

The most we will pay for all claims against any one tenant is **\$5,000** in total. You must repay us any rent you recover that we previously paid under 'Loss of rent – tenant default'.

### ✗ We do not cover

Legal costs:

- not related to recovering rent from the tenant;
- if we have paid a previous claim under this additional cover in respect of the same tenant.

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

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## Loss of rent – prevention of access

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**This additional cover only applies when you have property cover or you have insured your contents in a unit.**

### ✓ We cover

We will pay the weekly rental amount if we agree your tenant does not have access to the insured address due to one of the following incidents:

- damage to a building (**but not** the property or unit), the strata title property in which the unit is located, or a road or street providing access to the insured address;
- burst water main;
- bomb threat or bomb damage;
- street riot;
- emergency services refusing your tenant access to the insured address or evacuating the tenant for safety reasons.

### Limit

We will provide cover until the date the insured address becomes accessible, up to a maximum of **12** weeks.

### ✗ We do not cover

Loss of rent:

- if the insured address was not occupied by a paying tenant at the time the insured address became inaccessible. **But we will** provide cover if we decide it would have been rented during the time that access to the insured address was prevented, and you give us evidence of this;
- once the insured address is able to be accessed again;
- if your property or unit is damaged;
- caused by the threat of, or damage by, a nuclear or biological bomb.

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## Lock replacement

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### ✓ We cover

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

- leaves the insured address before the end of the rental period stated in your written rental agreement without giving you or your agent the notice required by the written rental agreement; **or**
- is legally evicted from the insured address;

and the tenant has not returned the keys to you or your agent.

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

### Limit

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

### ✗ We do not cover

The cost of replacement of lost or damaged keys.

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## Damage caused by emergency services

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### ✓ We cover

If you have property cover we will pay the reasonable costs to repair damage to your property caused by emergency services in the case of an emergency.

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

### Limit

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

### ✗ We do not cover

This box has been left blank intentionally.

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## Contents on common property

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### ✓ We cover

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

#### **Limit**

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

### ✗ We do not cover

Loss or damage:

- for which your body corporate is responsible or liable;
- to any item not owned solely by you.

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## Motor burnout

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### ✓ We cover

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

- property, if you have property cover;
- contents, if you have contents cover.

Cover includes the reasonable cost to repair or replace:

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

If an electric motor or motor in an appliance cannot be repaired or replaced, we will pay the replacement cost of an equivalent motor or motor in a sealed unit of the same specification and standard available today. We will not pay for the replacement of the whole appliance, **unless** it costs us less than it would to repair or replace the motor.

### Limit

The most we will pay for any one incident is **\$2,000** per claim.

### ✗ We do not cover

- the cost of extracting or reinstalling a submersible pump;
- any amount you can recover under a manufacturer's guarantee or warranty;
- loss or damage to motors forming part of equipment used in conjunction with your trade, business activity or occupation;
- loss or damage to a refrigerator or freezer caused by spoiled food.

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

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### ✓ We cover

If you have property cover, we will pay the cost to locate the source of liquid escaping or overflowing at the insured address and to repair and restore the damage to your property caused by our exploratory work if the escape of liquid first happens during the period of insurance and the leak is not covered under insured event 'Escape of liquid'.

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

#### Limit

The most we will pay for any one event is **\$1,500**.

### ✗ We do not cover

**Note:** We will not pay to repair or rebuild undamaged parts meaning that the section 'When we will repair or rebuild undamaged parts' on pages 76 to 80 does not apply to this additional cover.

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## Kitchen appliance heat

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### ✓ We cover

If you have property cover, we will pay for loss or damage to fixed tables and benches in your kitchen caused by heat emanating from a kitchen appliance.

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

#### Limit

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

### ✗ We do not cover

This box has been left blank intentionally.



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## Landlord furnishings

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### ✓ We cover

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

#### Limit

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

**Important note:** This cover will not apply if you have contents cover at the same insured address.

### ✗ We do not cover

- accidental or unintended loss or damage of any kind;
- TV's, stereos, VCR, DVD players and non-portable entertainment systems;
- undamaged carpets or internal window furnishings that are not in the room or rooms in which the loss or damage occurred;
- loss or damage if the insured address was your place of residence at the time of loss or damage;
- loss or damage that is not covered by the insured event.

**Refer to the PED Guide for further information**

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## Legal liability

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

### Property legal liability

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

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

### Contents legal liability

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

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

### What we do not cover

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

#### Agreements you enter into

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

#### Aircraft

you using or owning any aircraft.

#### Animals

any animal other than your domestic dog or cat belonging to either you or your tenant.

#### Asbestos

exposure to or potential exposure to asbestos in any form.

#### Building, altering or renovating

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

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## Business activity

any business activity, **unless** this income is from the residential tenancy of the insured address or part of the insured address.

## Caravans and trailers

using or towing a caravan, mobile home or trailer.

## Committee members or officials

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

## Death or injury

death or injury of:

- you;
- a child (born or unborn) under **18** years who is your child or the child of your spouse, de facto or partner;
- your pets;
- anyone who usually lives with you in your usual place of residence **unless** the person is:
  - a tenant of your property or unit and not a person under **18** who is:
    - your child; **or**
    - the child of your spouse, de facto or partner.

## Fines, penalties and other damages

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

## Illness or disease

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

## Legal actions in other countries

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

## Libel or slander

defamation, including libel or slander.

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

### **Motor vehicles or motorcycles**

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

- being used for domestic gardening (e.g. a ride-on mower); **and**
- did not require compulsory third party insurance.

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

damage to property which:

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

### **Watercraft**

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

### **Your employees**

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

### **Refer to the PED Guide for further information**

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## General exclusions

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

### Actions of the sea

any actions or movements of the sea.

### Aircraft shock waves

the gradual affects of vibrations, or shock waves caused by aircraft travelling at high speeds **unless** you can clearly show us that the damage was caused by a single destructive incident (e.g. sonic boom).

### Biological, chemical, other pollutant or contaminant

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

### But we will cover:

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

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## General exclusions (cont.)

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

### Breaking the law

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

### Building extensions, alterations or renovations

other than the cover under 'Legal liability', building extensions, alterations or renovations to your property or unit, including:

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

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

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

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

### **Chemical damage when cleaning**

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

### **Computer virus or computer hacking**

a computer virus or hacker.

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

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

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

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

- loss of rent **except** as expressly covered by this PDS;
- loss of income or wages;
- medical expenses;
- loss or costs, including the cost of your time (e.g. inconvenience) to prove your loss or to help us with your claim (e.g. telephone calls, postage);
- cost of hiring appliances after yours suffer loss or damage;
- professional, expert, legal, consulting or valuation costs **unless** you obtained our prior written authority to incur these costs;
- cost of replacing or reapplying pest control chemicals and baits in or around the insured address;
- cleaning costs;
- any costs related to stress or anxiety;
- any costs not covered by your policy.

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## General exclusions (cont.)

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

### Defect, structural fault or design fault

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

### Deliberate or reckless acts or omissions

an act or omission by you or someone acting with your express or implied consent that:

- is deliberate or reckless;
- is a deliberate or reckless lack of action.

### Deliberate damage to a reservoir or dam

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

### Failing to take care

your failure to:

- take reasonable care of your property or unit and contents;
- take reasonable precautions to prevent loss, damage or legal liability;
- keep your property or unit and any contents well maintained and in good condition. For the meaning of 'well maintained and in good condition' see the 'Glossary of important words and phrases' section on page 12;
- fix faults and defects as soon as you become aware of them.

### Ground movement

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

- 'Storm';
- 'Flood';
- 'Earthquake and tsunami';
- 'Explosion'.



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## Hazardous materials

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

## Mechanical, electrical or other failure

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

- fire spreading from an electrical fault to other parts of your property and contents to the extent it is covered under insured event 'Fire' (see page 29);
- lightning to the extent it is covered under insured event 'Lightning' (see page 29);
- motor burnout to the extent it is covered under 'Motor burnout' additional cover (see page 55).

## Not complying with building regulations

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

## Photographs, electronic data and images

repairing, replacing or fixing:

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

## Power surge

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

- insured event:
  - 'Fire';
  - 'Lightning';
  - 'Storm';
  - 'Flood'.
- 'Motor burnout' additional cover.

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## General exclusions (cont.)

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

### Radioactivity

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

### Replacement of water

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

### Revolution, war

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

### Roots of trees, shrubs and plants

the roots of trees, shrubs or plants, **but we will cover** damage to your property and contents caused by:

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

### Sale

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

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## Seepage of water

water seeping or running:

- through the earth (hydrostatic water seepage);
- down the sides of earth or earth fill that is up against your property;
- down the sides or underneath swimming pools or spas causing them to move, change shape, lift or leak through their hydrostatic valves;
- against or through retaining walls and forcing them to move or crack;
- from agricultural pipes.

## Storm surge

storm surge, **except** to the extent loss or damage is covered under insured event 'Storm'.

## Structural improvements at units

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

## Tree lopping

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

## Wear, tear, mould, gradual deterioration and other conditions

wear, tear, rust, fading, rising damp, mould, mildew, corrosion, rot, action of light, atmospheric or climatic conditions or gradual deterioration such as, **but not limited to:**

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

**Further examples:** *Carpet worn from your people walking on it. Gutters rusting after exposure to the elements.*

## When security or alarms are not working

loss or theft if the door locks, window locks or alarms you told us were installed, were in fact not installed, not in working condition, disconnected, or not used as intended, **but** forgetting to turn on your alarm or to lock a door will not in itself affect theft cover under your policy).

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# Claims

## Making a claim

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

### What you must do

Step 1	Step 2	Step 3	Step 4
<p><b>Make sure everyone is safe.</b></p> <p><b>For emergencies, please call 000.</b></p>	<p><b>Try to prevent further loss or damage.</b></p> <p>If possible take reasonable steps to prevent further loss, damage or liability (e.g. if there is a hole in the roof, arrange for it to be covered to prevent further water damage from the rain).</p>	<p><b>Immediately report any theft and malicious damage to the police.</b></p> <p>Give them a list of all stolen or damaged items. Keep details of the date reported, name of the police officer, police station reported to and the report number.</p>	<p><b>Contact us as soon as possible on 13 50 50.</b></p> <p>You can call us <b>24</b> hours a day. If you delay reporting your claim, we may not pay for any additional loss or damage caused by your delay.</p> <p>Describe details of what has been affected by the event (e.g. a broken window, storm damage or a list of stolen items).</p>

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

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

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

## Legal liability claims

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

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

If you make a legal liability claim that is covered under this policy we can decide to defend you, settle any claim against you or represent you at an inquest, official inquiry or court proceedings.

If we decide to defend you, settle any claim against you or represent you, then you must give us all the help we need, including help after your claim is settled.

## To process the claim, you must

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

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## What you must not do

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

## If you do not comply

If you do not comply with 'What you must do' and 'What you must not do' we can reduce or refuse your claim or cancel your policy.

## How to establish your loss

### Establish an incident took place

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

We may obtain the following from the police:

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

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

### Describe your loss or damage

You must also give us accurate and full details of what was lost, stolen or damaged and give us proof of value and ownership for items claimed if we request it.

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## When your property or contents are damaged

Allowing us, a repairer or an expert appointed by us, to look at what is damaged is usually all that is needed to prove your loss. Sometimes though we might ask you to produce a copy of the most recent plans and drawings for your property and contents, photographs of your property or other evidence that supports the extent of the loss you have suffered. For valuable and badly damaged items, we will ask you to provide proof of ownership and value.

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

## How to prove ownership and value

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

We will decide what is reasonable proof of ownership and value depending on what you are claiming for, how old they are and their value. A statutory declaration is not of itself considered acceptable evidence of proof of ownership and value.

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

## Your excess

### What is an excess?

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

### The types of excess are:

#### Property or contents excess

A property excess applies to all property related claims **unless** stated otherwise in this PDS. A contents excess applies to all contents related claims **unless** stated otherwise in this PDS. You may be able to choose a higher property or contents excess to reduce your premium.

The property excess applies to any claim when you only have property cover and to a legal liability claim arising from the use, ownership or occupation of the property or land at the insured address. The contents excess applies to any other type of legal liability claim and to any claim when you only have contents cover.

The amount of the property excess can be different from the contents excess.

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### **Theft or burglary by tenants or their guests**

For any claim under the insured event 'Theft or burglary by tenants or their guests' (see page 31), an excess will apply in addition to any other excesses that apply.

### **Malicious acts or vandalism by tenants or their guests excess**

For any claim under the insured event 'Malicious acts or vandalism by tenants or their guests' (see page 39), an excess will apply in addition to any other excesses that apply.

### **Unoccupied excess**

This excess applies in addition to any other excess, **unless** stated otherwise in the PDS, if, at the time of the incident your property or unit has been unoccupied for more than **60** continuous days.

### **When you claim for both property and contents**

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

### **When we may waive your excess**

When you make a claim for damage to your property or contents and we decide the incident covered by your policy was entirely caused by another person (not the tenant, or their guest), we may waive the excess that would normally apply if you give us the name and address of the person responsible for the damage or if applicable their name and registration details.

### **How to pay your excess**

When you make a claim we will choose whether to deduct the applicable excesses from the amount we pay you or direct you to pay the excesses to us or to the appointed repairer or supplier. We may require you to pay the excess in full before we pay your claim or provide any benefits under your policy. The fact we have asked for payment of your excess does not of itself mean that your claim has or will be accepted by us either in whole or in part.

### **Refer to the PED Guide for further information**



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## How we settle your claim

### **We choose how we settle property claims**

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

- repair damage to your property;
- rebuild your property;
- pay you what it would cost us to repair or rebuild your property;
- pay you the property sum insured shown on your certificate;
- give you a voucher, store credit or stored value card for the amount it would cost us to repair or rebuild an item.

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

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

Unless we tell you otherwise, we will deduct any amounts you owe us from any amount we owe you.

### **We choose how we settle contents claims**

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

- repair damage to your contents;
- replace your contents 'new for old';
- pay you what it would cost us to repair or replace your contents or any lower limit that applies;
- pay you the sum insured for your contents or any lower limit that applies;
- give you a voucher, store credit or stored value card for the amount it would cost us to repair or rebuild your contents.

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

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

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If we agree to compensate you in cash, we will reduce the cash compensation by an amount equal to any trade discount which we would have obtained from a supplier, had we repaired or replaced your contents.

Unless we tell you otherwise, we will deduct any amounts you owe us from any amount we owe you.

**We will not:**

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

**'New for old' means:**

• **New materials, new items**

we rebuild, replace or repair with new items or new materials that are commercially available at the time of replacement or repair from Australian suppliers;

• **New for old, regardless of age**

we rebuild, replace or repair new for old regardless of age, with no allowance for depreciation;

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

• **Same type, standard and specification as when new**

we replace or repair to the same type, standard and specification (but not brand) as when new. If the same is not available, it means of a similar type, standard and specification (but not brand) when new. We can replace with a different brand.

**'New for old' does not:**

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

**When items may be replaced to a better standard**

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

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

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## Obsolete electrical appliances

For obsolete electrical appliances such as outdated computers or TVs, 'new for old' means, replacing or repairing to an equal specification. If this is not available, it means to the nearest better specification available. It can be a different brand. We do not insure electrical or electronic items that are no longer able to be used for the purpose they were intended.

## When items cannot be replaced new for old

For these items (such as paintings, pictures and works of art), 'new for old' means that if the item cannot be replaced 'new for old' or repaired, we will pay you what it would have cost to buy the item immediately before the loss or damage occurred.

## Property claims

This section relates specifically to a claim made on your property policy and is in addition to the information in 'How we settle your claim' on pages 73 to 75.

### When we authorise repairs or rebuilding of your property

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

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

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

### When we cannot match materials

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



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



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



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

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## Repairing or rebuilding damaged parts

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

- **one garage door is damaged**  
we will only replace or repair the damaged one, not other doors.
- **roof tiles are damaged**  
we will only replace the damaged ones, not the undamaged tiles, even if the undamaged tiles are faded and do not match the new ones used for repairs.
- **roof sheeting is damaged**  
we will only replace the damaged roof sheeting, not the undamaged roof sheeting, even if the closest match available to us is a different shade or colour to the undamaged roof sheeting.
- **an external wall is damaged**  
we will replace the damaged parts of the wall, not undamaged areas of the wall or other sides of your property.

For the limited circumstances where we will repair or rebuild undamaged parts read pages 76 to 77.

## When we will repair or rebuild undamaged parts

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

- **wall tiles are damaged**  
we will replace undamaged wall tiles in the same room, stairs, hallway or passageway\* so they match or complement new tiles used for repairs.
- **other wall coverings are damaged**  
(e.g. paint, wallpaper, wood panels, but not tiles)  
we will pay extra to paint, wallpaper or replace undamaged wall coverings in the same room, stairs, hallway or passageway\* where the damage occurred.
- **floor coverings are damaged (including tiles)**  
we will pay extra to replace continuously joined undamaged floor coverings of the same material in the same room, stairs, hallway or passageway\* where the damage occurred.
- **kitchen cabinets, cupboards or benchtops are damaged**  
see 'Repairing or replacing kitchen cabinets, cupboards or benchtops' on the following page.

\*For the meaning of these terms refer to the diagrams on pages 78 to 80.

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

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

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

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

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

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

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

See the case study on page 78 for a visual explanation.

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

## Case study

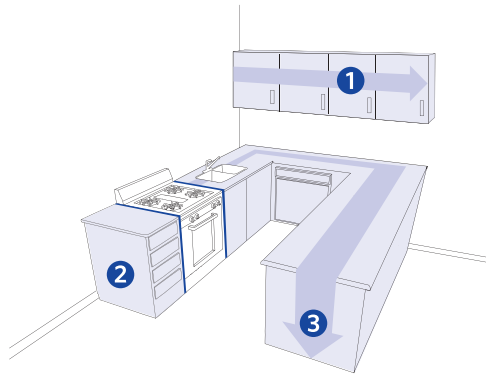
The extent of repairs carried out to match undamaged areas in a kitchen.

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

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

### In this kitchen case study

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



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

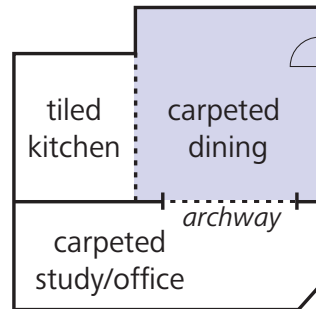
### Same room

A room is an area starting and finishing at:

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

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

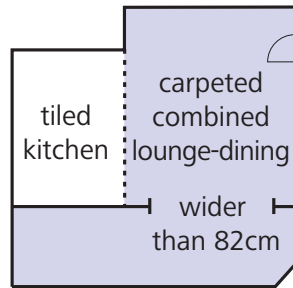
Any archway or similar opening separates a room **unless** it is a combined lounge-dining room (see page 79).



### Combined lounge-dining room

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

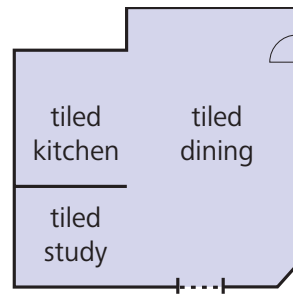
- they are lounge and dining rooms; **and**
- the shared doorway, archway or similar opening is wider than **82cm**; **and**
- the floor or wall covering is the same in both rooms.



### Open plan areas

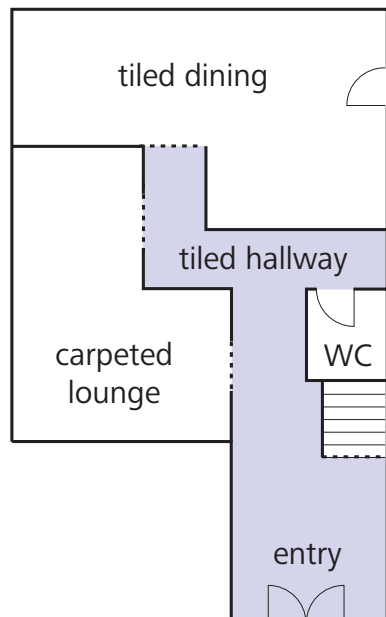
When there is no wall, archway, doorway or similar opening, the room continues until:

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



### Same passageway or hallway

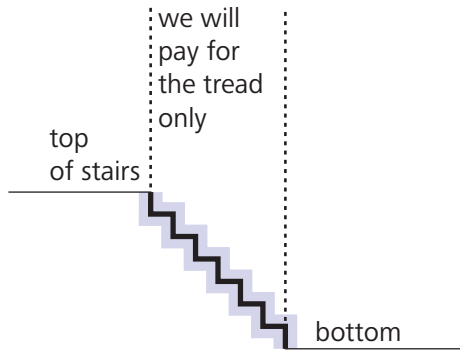
A passageway or hallway has the same meaning as a room. We will not combine a hallway and a room.






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### Same stairs

Side view of stairs.



### Legend

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



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## **Dealing with defects**

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

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

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

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

### **We do not rectify structural or design faults**

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

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

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

### **For known defects or faults**

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

## **Changes to your property**

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

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

### **Choosing to rebuild on another site**

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

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## **Lifetime guarantee on property repairs**

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

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

## **What we guarantee**

We guarantee the material used and standard of the workmanship to be free of defects. If a defect arises in the lifetime of your property as a result of poor quality workmanship or use of incorrect materials, then we will rectify the problem. It is a condition of our guarantee that we decide who will undertake the rectification work – it can be the original builder.

## **This guarantee does not apply:**

- to repairs you authorise or make yourself;
- to loss, damage or failure of any electrical or mechanical appliances or machines;
- to wear and tear consistent with normal gradual deterioration of your property (e.g. paint peeling off after its expected life cycle, wood rotting from moisture in the air or ground, roofs weathering or a hot water tank leaking after its guaranteed life);
- where we agree with a repair quote and we give you, or the builder or repairer, payment for the cost of the repairs and you arrange the repairs.

## **Contents claims**

This section relates specifically to a claim made on your contents policy and is in addition to the information in 'How we settle your claim' on pages 73 to 75.

## **When we repair or replace your contents**

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

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

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## When we cannot match contents items

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



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



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



Or we will pay you what it would have cost us, **but only** if we agree to this. We usually insist on replacing jewellery if your cover is adequate.

## Items that form part of a set or collection

We will only repair or replace contents that are lost or damaged by an incident covered by your policy. You cannot claim to replace undamaged parts of the contents (e.g. when a lounge chair which is part of a suite is damaged beyond repair. We will pay to replace that chair, not the whole lounge suite).

## When we will repair or replace undamaged contents

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

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

- **internal blinds and curtains**

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

- **carpets or other floor coverings**

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

\*See pages 78 to 80 for 'What we mean by same room, stairs, hallway or passageway'.

## If you want to change the contents

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

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## Other claims information

### Potential impact on cover and premiums

#### After a property claim

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

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

#### After a contents claim

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

### Salvaged property and contents items

If we replace or compensate you for an item, we then own the damaged or recovered item. If we agree you can keep an item we will determine the salvage value and we can deduct this amount from any payment we make to you.

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

If you have suffered loss or damage as a result of an event or incident covered, or partially covered by this policy, then we have the right and you permit us to take action or institute legal proceedings against any person or entity liable to you for the recovery of your insured, underinsured or uninsured losses, payments made and expenses in relation to the event or incident ("your loss"). Any action or legal proceeding will be commenced in your name.

If you have commenced action or instituted legal proceedings against any person or entity liable to you for your loss, we have the right and you permit us to take over and continue that action or legal proceeding. Where recovery of your loss forms part of any representative proceeding which has not been instituted under our instructions, we have the right and you permit us to exclude your loss from that representative proceeding for the purpose of including your loss in a separate representative proceeding which is or will be instituted under our instructions.

You must provide us with all information and reasonable assistance in the recovery of your loss, including providing us with any documents that prove your loss.

You must not enter into any agreement, make any admissions or take any action or step that has the effect of limiting or excluding your rights and our rights to recover your loss, without our prior written agreement.

### Refer to the PED Guide for further information

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## Other important information

### What happens with cancellations?

#### **Cancellation by you**

You may cancel this policy at any time. If you cancel this policy, you will be refunded the unexpired portion of the premium, less any non refundable government charges if the refund is more than **\$5**. If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is immediately due and payable.

#### **Cancellation by us**

We can cancel your cover where the law allows us to do so. We will refund any money we owe you less any non-refundable government charges if the refund is more than **\$5**. If we cancel your policy due to fraud, we will not refund any money to you.

For more information about cancellation see 'Paying your premium' on page 18.

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## How we will deal with a complaint

If you are not satisfied with our products or services or a decision made in relation to your insurance, please let us know so that we can help. It is important to follow the complaint handling process in order to resolve your complaint effectively and efficiently.

### Step 1. Let us know

If you would like to make a complaint, please let us know by contacting the relevant department as they may be able to resolve the complaint for you. If not, the staff member will refer you to a Manager or their delegate and they will attempt to resolve the complaint. A response is usually provided to you within **5** business days. You can contact us:

**By phone:** 13 50 50

**By email:** [customerservice@apia.com.au](mailto:customerservice@apia.com.au)

**In writing:** Apia, GPO Box 756, Melbourne, VIC, 3001

### Step 2. Review by our Internal Dispute Resolution Team

If you are not satisfied with the outcome of the business review you can request the complaint be referred to the Internal Dispute Resolution (IDR) Team for review or you can contact them directly:

By phone: 1300 240 531

By email: [idr@apia.com.au](mailto:idr@apia.com.au)

In writing: Apia Internal Dispute Resolution,  
PO Box 14180, Melbourne City Mail Centre, VIC, 8001

If we require additional information we will contact you to discuss. IDR will usually contact you with a decision within **15** business days of receiving your complaint.

### Step 3. Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Financial Ombudsman Service (FOS) Australia. The FOS is an independent external dispute scheme and their service is free to you. Any decision the FOS makes is binding on us, provided you also accept the decision. You do not have to accept their decision and you have the option of seeking remedies elsewhere.

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

You can contact FOS:

By phone: 1800 367 287

By fax: (03) 9613 6399

By email: [info@fos.org.au](mailto:info@fos.org.au)

In writing: Financial Ombudsman Service Limited,  
GPO Box 3, Melbourne, VIC 3001

By visiting: [www.fos.org.au](http://www.fos.org.au)

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## Report insurance fraud

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

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

Help us fight insurance fraud by reporting:

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

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

## General Insurance Code of Practice

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

## Financial Claims Scheme

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

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

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

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

PDS dated 7 April 2016

This insurance is issued by

AAI Limited

ABN 48 005 297 807 AFSL No. 230859

GPO Box 756, Melbourne, VIC, 3001

**How to contact Apia:**

By telephone: 13 50 50

Via email: [customerservice@apia.com.au](mailto:customerservice@apia.com.au)

On the web: [apia.com.au](http://apia.com.au)

In writing: GPO Box 756, Melbourne, VIC, 3001

**13 50 50**  
[apia.com.au](http://apia.com.au)