



### About this booklet

This booklet is a Product Disclosure Statement (PDS) and is also the Policy Wording. Other documents may comprise the PDS and we will tell you if this is the case in the relevant document.

This booklet has two (2) parts: Important Information to help you understand the insurance, and the Policy Wording, which sets out terms and conditions of the cover provided. It is up to you to choose the cover you need. Any advice in this booklet is general in nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it is right for you.

### Our agreement with you

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

- › this Policy Wording; and
- › your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

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

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

### Excesses

In most cases, you'll need to contribute an amount towards the cost of any claims we pay. The excesses that apply to your Policy are set out in the Policy Schedule.

### How much we will pay

The most we will pay for a claim is the sum insured set out in the Policy Schedule for the cover or section you are claiming under, less any excess.

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Date effective: 31 March 2021

QM858-0321

### About RUA and EBM

RentCover Underwriting Agency Pty Ltd (RUA), ABN 76 130 218 914/ARN 325630 is a related company of, and an Authorised Representative of, Elkington Bishop Molineaux Insurance Brokers Pty Ltd (EBM), ABN 31 009 179 640 / AFS Licence No: 246986. EBM holds a binding authority from QBE which is delegated to RUA and allows RUA to arrange, issue and distribute insurance on behalf of QBE and to deal with or settle claims on their behalf.

If you require further information about this product, please contact your Broker or RUA.

### About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

### Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545.

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# IMPORTANT INFORMATION

## Significant benefits and features

We believe the most significant benefits of this insurance Policy are that it protects:

- a) your financial investment in your holiday home and contents, in most cases on a new for old basis, if they are lost or damaged due to an insured event. You can choose to cover your home, your contents, or both under this Policy.
- b) you for your legal liability to third parties if they claim against you for compensation or expenses which you become legally liable to pay for:
  - › the death of, or bodily injury to, any person
  - › the loss of, or damage to, property.
- c) deliberate damage by tenants, tenant's visitors or family.

The Policy provides:

- a) Cover for your holiday home and contents up to their sums insured at the site, during the Period of Insurance, caused directly by any of the following insured events:
  - › fire
  - › storm or rainwater
  - › flood
  - › lightning or thunderbolt
  - › earthquake
  - › theft
  - › malicious acts
  - › riot or civil commotion
  - › escaping liquid
  - › impact
  - › breakage of fixed glass, shower base, sink, bath, lavatory pan or cistern if the building is insured, or of any glass forming part of an item of furniture or domestic telephones, if the contents are insured
  - › fusion of an electric motor
  - › explosion
  - › deliberate damage by tenants, tenants' visitors or family
  - › Accidental damage
- b) Legal liability cover for \$20,000,000 which includes liability for you or any member of your family in respect of ownership or occupancy of your home where your home is insured under this Policy, or where your home is a strata title residence and your contents are insured under this Policy.

This Policy also provides the following additional benefits:

- a) fees incurred directly in relation to repair or replacement of your home
- b) removal of debris
- c) if this Policy insures your home, we insure your extra costs of reinstatement necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home
- d) loss of rent for the nominated sum insured or actual loss incurred where your home is so damaged by the insured event that it cannot be lived in or let to tenants

## The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the Policy Wording for full details of the terms and conditions of cover and exclusions.

The Policy will not cover loss or damage:

- a) intentionally caused by you or a member of your family or a person acting with your consent or the consent of a member of your family
- b) resulting from or caused by:
  - › inherent defects, structural defects, faulty workmanship, faulty design that:

- you were aware of, or a reasonable person in the circumstances would have been aware of and
  - you knew, or a reasonable person in the circumstances would have known may result in damage or further damage
  - any gradual process
  - wear, tear, rust, corrosion, depreciation or gradual deterioration, mildew, mould or algae
  - any consequential loss other than that specifically provided by this Policy, such as:
    - any decrease in the value of your land, or, if you are a strata lot owner, any decrease in the value of your strata lot or your share in relation to company title;
    - any diminished value of your property after it's been repaired
    - any intangible losses including intellectual or sentimental value
    - the cost of hiring a replacement machine or appliance
    - loss of income (except for loss of rent from your rental property), loss of profits or costs arising from any business interruption
    - medical expenses or
    - compensation for your or your family's stress or anxiety, inconvenience or loss of time.
- However, if the claim is covered under Section 4: Cover for your Legal Liability, and you are ordered by a court or required by a settlement made in accordance with this Policy to pay for a third party's indirect losses, we will cover those indirect losses.
- erosion, subsidence, landslide or earth movement except where it occurs within 72 hours of, and as a direct result of the following insured events:
    - explosion
    - storm or rainwater
    - flood
    - earthquake
    - escaping liquid
  - storm or wind damage to fences, gates or retaining walls if they are not made of steel, brick, concrete, masonry or stone (except in Queensland and Western Australia)
  - water entering the home through an opening made for the purpose of alterations, additions, renovations or repair
  - the action of the sea.

The Policy will not insure you or your family against liabilities arising from:

- a) any agreement, unless liability would have attached to you or your family if that agreement did not exist
- b) death or bodily injury to you or to any person who normally lives with you
- c) damage to property belonging to you or any person who normally lives with you or to your or their employees
- d) the ownership, custody, or use of any lift, aerial device or aircraft, aircraft landing area, boat exceeding 4 meters in length (except canoes, surfboards, surf skis or sailboards) or motorised water craft in excess of 10 horsepower
- e) the conduct of any activity carried on by you or your family for reward except letting the home
- f) directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos
- g) building work, construction or demolition of a building, including the home if the value of the work exceeds \$50,000

The Policy will not insure you or your family against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

These are only some of the events that are not covered by this insurance. Please read the Policy Wording for full details of all relevant Policy exclusions.

## The amount of any claim made against the Policy may be reduced

- a) where an excess applies (any applicable excess will be shown in your Policy Schedule). A \$250 excess applies to earthquake claims (unless a greater excess is shown on your Policy Schedule).
- b) where the claim is for any floor and wall coverings, blinds, curtains or any painting that is over 20 years old, depreciation is applied.
- c) where you do not comply with a condition of this Policy and this contributes to any loss or damage
- d) in relation to damage caused by the tenant, loss of rent or legal expenses, by the balance of the bond monies, deposit or booking fees remaining after deducting clean up costs or other expenses you are legally entitled to deduct from the bond monies, deposit or booking fee.

You should refer to the General Conditions section in the Policy Wording of this document for full details of all the General Conditions.

Some General Conditions include:

- › you must tell us about changes that increase the risk of this insurance
- › you must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury
- › we may agree to insure your home and contents only if certain specified burglary protection devices are installed. The required devices, if any, will be noted on your Policy Schedule.
- › you must take reasonable care to:
  - protect and maintain the property insured under this Policy
  - prevent damage or injury to others or their property
  - minimise the cost of any claim under this Policy, or
  - comply with all statutory obligations and by-laws or regulations relating to the safety of person or property.

If you do not, we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

## Significant risks

### This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read this document carefully. Please ask RUA if you are unsure about any aspect of this product.

### Your sum insured may not be adequate

The Policy provides replacement or reinstatement conditions for home and contents which means that claims are settled without contribution for age, depreciation or wear and tear. It is important that the sums insured you select cover the cost of replacing your home and contents on a new for old basis in most cases. The sums insured that you select must make allowance for structural improvements (such as sheds, pergolas, and fencing), GST and any additional benefits that are included in the sum insured (for example; costs of removal of debris, architects fees).

It is important that you read the sub-limits in the Policy Wording for items such as works of art, antiques, office furniture or equipment and collections (see "Contents where a maximum limit applies"). If you have an item or a group of items that will cost more than the sub-limit to replace, then you will need to nominate that item to ensure that it is covered for more than the sub-limit.

### Over-insurance

If your home or contents are damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. Therefore, there is no benefit to you in over-insuring your property.

### Overdue premium

You must pay your premium on time otherwise your Policy may not operate.

If you pay an annual premium and you have not paid by the due date or your payment is dishonoured, this Policy will not operate and there will be no cover.

If you pay your premium by instalments and any instalment remains unpaid for:

- › 14 days or more we may refuse to pay any claim
- › 1 month or more we may cancel this Policy.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in the Policy Wording.

## A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

## The cost of this Insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us. The following factors have a significant impact on the calculation of your premium:

<b>Home and Contents</b>	› geographic location
	› sum(s) insured
	› the construction material of the home
	› whether or not the home has an alarm
<b>Loss of Rent</b>	› rental income

Premium payments can be made annually or You should arrange your method of payment through your Broker or RUA.

## Privacy Promise

All companies in the QBE Group are committed to safeguarding your privacy and the confidentiality of your personal information. QBE collects only that personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claim made by you. QBE will only use and disclose your personal information for a purpose you would reasonably expect. We will request your consent for any other purpose.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim. Our aim is to always have accurate and up-to-date information. When you receive a Policy Schedule, Certificate of Insurance, Renewal or other document from us, you should contact us if the information is not correct.

QBE uses the services of a related company located in the Philippines to provide Call Centre sales and claims handling, accounting and administration services to QBE in Australia.

QBE or our authorised agent may collect or disclose your personal information from or to:

- › any person authorised by you;
- › a mail house, records management company or technology services provider (for printing and/or delivery of mail and email, including secure storage and management of our records). These companies may be located or the records stored using 'Cloud' technology overseas, including in India, Ireland, USA or the Netherlands;
- › a financier whose name appears on your Policy Schedule (for the purpose of confirming the currency of your Policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- › an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transactions or confirming payments made by you to us);

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- › a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- › another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);
- › another insurer (to obtain confirmation of your no claim bonus or to assess insurance risks or to assist with an investigation);
- › our reinsurer that may be located overseas (for the purpose of seeking recovery from them);
- › a dispute resolution organisation such as the Australian Financial Complaints Authority (AFCA) (for the purpose of resolving disputes between QBE and you or between QBE and a third party);
- › a company to conduct surveys on our behalf for the purpose of improved customer services; and
- › an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- › to a repairer or supplier (for the purpose of repairing or replacing your insured items);
- › to an investigator, assessor (for the purpose of investigating or assessing your claim);
- › to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- › to a witness to a claim (for the purpose of obtaining a witness statement);
- › to another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information (about you) may also be obtained from the above people or organisations.

In addition we will:

- › give you the opportunity to find out what personal information we hold about you and when necessary, correct any errors in this information. Generally we will do this without restriction or charge; and
- › provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

To obtain further information about our Privacy Policy, to request access to or correct your personal information, or to make a complaint please email: [complaints@qbe.com](mailto:complaints@qbe.com).

## General Insurance Code of Practice

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

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au)

## How to make a claim

Please contact your Broker or RUA to make a claim. Apart from emergency repairs necessary to prevent further loss, we will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section in the Policy Wording.

## Complaints

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

### Step 1 – Talk to us

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

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

### Step 2 – Customer Care

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

### Step 3 – Internal Dispute Resolution

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

### Step 4 – Still not resolved?

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

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

### Disputes not covered by the AFCA Rules

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

### Privacy complaints

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE's Customer Care Unit, AFCA or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:complaints@qbe.com">complaints@qbe.com</a> , to make a complaint <a href="mailto:privacy@qbe.com">privacy@qbe.com</a> , to contact us about privacy or your personal information. <a href="mailto:customercare@qbe.com">customercare@qbe.com</a> , to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

## How to contact AFCA

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

## How to contact the OAIC

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

## Canceling your Policy

### How you may cancel this Policy

- › You may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to RUA.
- › Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

### How we may cancel this Policy

- › We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- › We will give you this notice in person or send it to your address last known to us.

### The premium

We will refund to you the proportion of the premium for the remaining Period of Insurance.

## Cooling off period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and you'll receive a full refund. To do this you may notify RUA electronically or in writing. If you cancel your Policy in these circumstances, you will have no cover under the policy.

You can also cancel your policy outside the cooling off period, however RUA may deduct certain amounts from any refund for any non-refundable taxes.

## Financial Claims Scheme

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

# POLICY WORDING

## Your Policy

Please read your Policy carefully, and satisfy yourself that it provides the cover you require. If you want more information about any part of your Policy, please ask us, or RUA. The address and telephone number of your QBE branch is on your Policy Schedule.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

## Providing proof

So that your claim can be assessed quickly you should keep the following:

- › receipts or other confirmation of purchase,
- › valuations and
- › photographs of items in the premises.

We may ask you for these, or other documentation and information, if you make a claim. You must be able to prove to us that you have suffered a loss that is covered by this Policy before we will pay you for it.

## Other party's interests

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

## How you can pay your premium

You can pay your premium: in one annual payment to your Broker or RUA.

### Paying your annual premium

You must pay your annual premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

## Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by this Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

## How Goods and Services Tax affects any payments we make

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium. The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive. When we pay a claim, your GST status will determine the maximum amount we pay.

When you are:

- not registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover including GST.
- registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover less any Input Tax Credit to which you are entitled or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement.

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This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

## Words with special meanings

Some key words and terms used in this Policy have a special meaning. If words and terms are only used in one Section of the Policy, we will describe their special meaning in that Section. Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Expression	Meaning
Act of terrorism	Includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which: <ul style="list-style-type: none"> <li>› involves violence against one or more persons, or</li> <li>› involves damage to property, or</li> <li>› endangers life other than that of the person committing the action, or</li> <li>› creates a risk to health or safety of the public or a section of the public, or</li> <li>› is designed to interfere with or to disrupt an electronic system.</li> </ul>
Action of the sea	Tidal wave, high tide, king tide, storm surge or any other movement of the sea.
Damage or damaged	When property insured by this Policy is physically harmed, but not from wear and tear, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable. <p>It does not include:</p> <ul style="list-style-type: none"> <li>› where property can be cleaned using ordinary household chemicals and cleaning processes to bring it back to its pre-event condition. Property may be considered to be damaged if only professional cleaning can bring it back to its state prior to the event; or</li> <li>› scratching or denting which is cosmetic and that's the only damage; or</li> <li>› any change a tenant makes to the property that is permitted by you under the lease agreement or the relevant residential tenancy legislation.</li> </ul>
Period of Insurance	The period shown on the Policy Schedule.
Policy Schedule	The Schedule of Insurance or any endorsement schedule we give you.

Site	The address shown on your Policy Schedule where your home is located or your contents are kept.
We, our, us	OBE Insurance (Australia) Limited, ABN 78 003 191 035
You, your	The person(s), companies or firms named on the current Policy Schedule as the 'Insured'.
Your family	Any member of your family who lives permanently with you, including your partner.

## Cover for your home & contents

This part of the policy contains the following five sections:

**Section 1:** What 'Home' and 'Contents' mean

**Section 2:** Cover for your Home & Contents – Insured Events

**Section 3:** Cover for your Loss of Rental Income

**Section 4:** Cover for your Legal Liability

**Section 5:** Taxation Audit

## Section 1: What 'Home' and 'Contents' mean

### Home

Your Policy Schedule indicates whether your home is insured and the sum insured.

### What 'home' means

Your 'home' is the house, duplex, home unit, villa, townhouse, flat or apartment at the site shown on your Policy Schedule, used by you or your tenants for holiday accommodation or for other 'temporary residential accommodation'.

### What 'temporary residential accommodation' means

'Temporary residential accommodation' means short term accommodation for periods ranging from 1 day to 6 months at a time provided that such accommodation is not subject to any Tenancy agreement (other than for holiday letting or similar short term purposes).

Periods greater than 6 months must be specifically agreed to in writing by us.

'Home' includes the following:

- a) outbuildings, fixtures and structural improvements including in-ground swimming pools, tennis courts, in-ground spas, saunas, jetties and pontoons all of which are used for domestic purposes
- b) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings
- c) services (whether underground or not) that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement
- d) landscaping, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site.

### What 'home' does not mean

#### 'Home' does not include:

- a) carpets (whether fixed or not), curtains or internal blinds unless you regularly lease out the home on an unfurnished basis
- b) earth or gravel pathways or driveways or other unpaved surfaces
- c) a hotel, motel, nursing home, boarding house, buildings of flats, strata title unit or caravan (whether fixed to the site or not)
- d) any building used for any business or trade, except a dwelling used principally as a place of residential accommodation
- e) a building in the course of construction
- f) a building in the course of being demolished, or that is vacant pending demolition
- g) a temporary building or structure
- h) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch.

## Contents

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

### What 'contents' means

'Contents' means, items (a) to (d) below, while they are at the site, and which belong to you or your family or for whose loss or damage you or your family are legally liable. Contents are:

- a) household goods (including carpets whether fixed or not)
- b) if you live in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure
- c) garden equipment if it does not require registration
- d) office furniture and equipment.

### What 'contents' does not mean

'Contents' does not include:

- a) fish, birds or animals of any description
- b) trees, shrubs and any other plant life including grass or lawns, or soil, bark or mulch (other than pot plants)
- c) any caravan or trailer, watercraft or bicycles,
- d) motorised vehicles other than that listed in point (c) under the heading 'What contents means'
- e) aircraft or their accessories
- f) accessories or spare parts, keys or remote locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft
- g) photographic and video equipment, film, negatives photographs, musical instruments or musical equipment, or any sporting equipment
- h) antiques (other than furniture), carpets or rugs that are made by hand
- i) any type of mobile telephones, MP3 or MP4 players or any similar devices, computers of any type – including laptops, notebooks, palmtops, Personal Digital Assistants (PDAs) electronic diaries, electronic notebooks, pocket Personal Computers, - other than non-portable computer games consoles,
- j) electronic data, or any computer media such as discs or tapes - other than computer games for non-portable computer game consoles.
- k) any property:
  - › illegally in your possession
  - › stored in a dangerous and illegal way, or
  - › any equipment connected with growing or creating any illegal substance
- l) commercial or retail trade stock
- m) your home or any part of your home.
- n) jewellery, gold or silver articles, furs, watches, clothing, stamps, coins or medals, documents or any personal effects.
- o) cash, coins and negotiables.

'Negotiables' means treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments

## Section 2: Cover for your Home & Contents – Insured Events

### What you are insured against and what you are NOT

You are insured for loss or damage to your home, contents or both, caused directly by any of the 'insured events' which occur at the site set out in the left column of the following table (except to the extent indicated in the right column of the table). Whether you have selected cover for your home, contents or both is shown on your Policy Schedule.

There are also some limits and exclusions described under 'How we will pay' and 'When you are not covered', which you must read.

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

- |  |   |
|--|---|
| <p>(a) Fire,</p> <ul style="list-style-type: none"> <li>› Charring, melting or scorching as a result of heat from a fire; and</li> <li>› Smoke, ash or soot from a fire</li> </ul> | <p>Damage deliberately caused by you or someone with your consent.</p> <p>Damage to an item designed to be exposed to or generate heat, caused in the ordinary course of its use, such as a fireplace, a clothes iron or a cooking appliance, where that's the only damage that occurs.</p> |
|--|---|

- |   |   |
|---|---|
| <p>(b) Storm (including cyclone or hurricane) and/or rain, which may be accompanied by snow, sleet or hail</p> <p>Damage caused by erosion, subsidence, landslide or earth movement that happens within 72 hours of, and as a direct result of the storm or rainwater</p> | <ul style="list-style-type: none"> <li>› Storm, rainwater or wind to:                     <ul style="list-style-type: none"> <li>- Retaining walls,</li> <li>- Free standing walls,</li> <li>- Fences or</li> <li>- Gates</li> </ul>                     unless they are located in Queensland or Western Australia or they are constructed of:                     <ul style="list-style-type: none"> <li>- brick, concrete, masonry, stone or steel,</li> <li>- constructed of timber but are 15 years old or less</li> </ul> </li> <li>› the action of the sea</li> <li>› water seeping through a wall or floor</li> <li>› mildew, mould, algae</li> <li>› atmospheric or climatic conditions other than storm</li> <li>› water entering the home through an opening made for the purpose of alterations, additions, renovations or repair</li> <li>› More than \$2,000 for damage to contents in the open air; but this \$2,000 limit does not apply to spas or above-ground swimming pools that are full.</li> </ul> |
|---|---|

'Open air' is restricted to the site and includes non lockable structures and non lockable parts of the home.

'Open air' also means in or on a motor vehicle, motor cycle, trailer or caravan, at the site whether those vehicles are locked or not.

An above-ground swimming pool means one that has most of its water volume above the average ground level of the ground that the pool occupies.

Form continues on the next page

**You are insured against loss or damage caused directly by But not the following insured events**

(c) Flood

Damage caused by erosion, subsidence, landslide or earth movement that happens within 72 hours of, and as a direct result of the 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.

(d) Lightning or thunderbolt

Loss or damage caused by fluctuations in the power supply, unless there is evidence that the damage was caused by a lightning strike.

(e) Earthquake

Damage caused by erosion, subsidence, landslide or earth movement that happens within 72 hours of, and as a direct result of the earthquake

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

The first \$250 for earthquake damage, or the excess amount shown on your Policy Schedule, whichever is greater.

(f) Theft

More than \$1,000 in total for any theft of contents in the open air.

(g) Malicious acts

Loss or damage intentionally caused by you or your family

(h) Loss or damage by tenants arising from an intentional or deliberate act by the tenant or by guests of the tenant or by people invited by the tenant

- › damage occurring during or as a result of any maintenance, repairs or attempted repairs carried out by the tenant or anyone acting on their behalf;
- › damage caused by the failure of your tenant to control their children;
- › scratching, denting, chipping, rubbing or chaffing.
- › the cost of cleaning, redecorating, painting or wall papering unless the tenant has caused actual damage to the structure or contents of the building which makes it necessary to do so.
- › any poor housekeeping or unhygienic living habits.

**You are insured against loss or damage caused directly by But not the following insured events**

(i) Riot or civil commotion

(j) Escaping liquid

Damage caused by erosion, subsidence, landslide or earth movement that happens within 72 hours of, and as a direct result of the escaping liquid.

Bursting, leaking, discharging or overflowing of fixed basins or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind.

Water suddenly escaping from a waterbed or aquarium.

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

Loss or damage which:

- › occurs gradually over time
- › results from water escaping from a shower recess or shower base
- › is caused by the porous condition of any tiles, grouting or sealant.

We will not pay for repair or replacement of the apparatus, tank or pipe itself.

(k) Impact by:

- › a vehicle, an aircraft or a waterborne craft
- › space debris or debris from an aircraft, rocket or satellite
- › an animal
- › a falling tree or part of a tree
- › a mast or a television or radio aerial that has broken or collapsed

'Impact' means a collision of 2 or more objects

Loss or damage caused by:

- › felling or lopping trees at the site
- › rodents, vermin, wildlife, birds or insects gnawing, chewing, pecking, clawing, scratching or in any way polluting or contaminating your home or contents.

(l) Breakage of:

- › any fixed glass, shower base, basin, sink, bath, lavatory pan or cistern if this Policy insures the home
- › glass forming part of an item of furniture, or, domestic telephones, if this Policy insures the contents.

Damage to any property other than the broken glass (except for window tinting or shatter-proofing) or shower base, basin, sink, lavatory pan, cistern or telephone.

Any item that is chipped or scratched prior to the breakage. Any item where the only damage is chipping or scratching or the breakage does not extend through the entire thickness.

Glass in a picture frame or clock.

Glass in television sets, radios, VDUs (Visual Display Units) or any other computer or electrical equipment.

Glassware, crystal or ornaments.

**You are insured against loss or damage caused directly by the following insured events But not**

(m) Fusion of an electric motor: Motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding.  
Fusion is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current.  
The cost of repair or replacement of additional parts or service items, including worn or broken bearings or switches.  
We will pay either the cost of rewinding the motor, or replacing it.  
Lighting elements (for example, light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example a fuse or circuit breaker).

For refrigerators and air conditioning units, we pay for the replacement of refrigerant gas and refrigerant dryers, only if replacement of the refrigerant gas or dryer is made necessary because of the fusion.  
Electrical contact points where sparking or arcing occurs during ordinary use.  
Leakage of refrigerant gas and maintenance of refrigerant dryers.  
The cost of retrieving, removing or replacing the pump section of pool or pressure pumps or the cost of retrieving submersible pumps or their driving motors.  
Electronic controllers or other electronics.

(n) Accidental damage  
Accidental Damage means sudden unforeseen, unexpected and unintended loss or damage by an identifiable event which is not otherwise excluded by this Policy  
Loss or damage caused by any of the Insured Events (a) to (m) above, or (o) below, or any exclusion listed under "But not" in this section or in the section, "When you are not covered".  
Misplacement or failure to locate any item or any unexplained disappearance of any item  
Any loss of or damage to electronic data - For the purposes of this exclusion, electronic data means any facts, concepts and/ or information converted to a form usable for communications and/ or displays and/ or distribution and/ or processing by electronic and/ or electromechanical data processing and/ or electronically controlled equipment which includes but is not limited to programs and/ or software and/ or other coded instructions for such equipment.  
Any damage caused by any malfunction, virus, trojan horse, worm or computer hacking or similar attack  
Mechanical, electronic or electrical breakdown of any kind other than fusion of an electronic motor  
Any loss or damage to;  

- computer games or computer game consoles
- swimming pool or spa liners or covers,
- any contents lost or damaged outside the home

**You are insured against loss or damage caused directly by the following insured events But not**

(o) Explosion  
Damage caused by erosion, subsidence, landslide or earth movement that happens within 72 hours of, and as a direct result of the explosion  
The cost to repair or replace the item that exploded.  
For example, we won't pay to replace a hot water system, solar heater or water tank that exploded.

**How we will pay**

Home

- a) We will either:
- repair the home, or
  - replace the home to a condition substantially the same as, but not better than when new, or
  - pay the reasonable cost of its repair or replacement to a condition substantially the same as when new, or
  - pay up to the sum insured shown on your Policy Schedule.

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

- b) You may choose to have the home replaced at another site, but we do not pay more than the sum insured.
- c) If your home is damaged beyond economic repair and you do not commence rebuilding within 6 months of us accepting your claim, (or any other period which we agree with you in writing) you may have to pay any increase in cost caused by your delay.
- d) If part of a home is damaged by an insured event and we pay your claim, we pay only for the part or parts of the home that actually sustained damage. We do not pay to replace any undamaged materials. However, if:
- it is impossible to acquire new material to replace the damaged material that reasonably matches the undamaged portion to a similar extent as immediately prior to the damage occurring, and
  - the amount of damaged material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching damaged and undamaged material was replaced,

then we will replace both the damaged and undamaged material.

Example 1

There are 300 matching white, wall tiles in the bathroom. As a result of a burst pipe, 8 bathroom wall tiles are damaged. We would pay only the reasonable cost to repair or replace the 8 damaged tiles to a condition substantially the same as when new.

(In addition, we would pay for damage sustained in locating the leak under insured event (j) in the table under the heading 'What you are insured against, and what you are NOT'.)

Example 2

There are 300 superseded, matching, wall tiles in the bathroom. As a result of a burst pipe, 140 wall tiles are damaged. It is impossible to locate tiles that reasonably match the remaining 160 tiles. Over 40% of the matching wall tiles have been damaged. Therefore, we would pay the reasonable cost to repair or replace all 300 tiles (140 damaged and 160 undamaged) to a condition substantially the same as when new. We would be entitled to keep the 160 undamaged wall tiles by way of salvage. We would not pay to replace any tiles located in a room other than where the loss or damage occurred.

- e) Where materials that are required to settle a claim that we pay are not commercially available in Australia, we will either:
- replace the material with the nearest equivalent or similar new materials available in Australia or overseas, or
  - pay the cost to replace the material with the nearest equivalent or similar new materials available in Australia or overseas.

**Contents**

- a) We will either:
  - › repair the damaged items, or
  - › replace the items with items substantially the same as, but not better than when new, or
  - › pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
  - › pay up to the sum insured shown on your Policy Schedule.

(Please note what we will pay for floor and wall coverings, blinds, curtains or any painting in clause (g) of this section, "Contents".)

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

- b) If we pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, we pay for the replacement with new, blank film, videos or similar (e.g. If a compact disc upon which you had photos stored is destroyed, we would replace it with a new, blank compact disc). We do not pay to reconstruct any circumstances or conditions.
- c) If we pay a claim where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.
- d) Where an item required to settle a claim that we pay is not commercially available in Australia we will either:
  - › replace the item with the nearest equivalent or similar new item available in Australia or overseas, or
  - › pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.
- e) The maximum we pay on the following contents items is shown in the table below.

Contents where a maximum limit applies	Maximum Limit
(i) Works of art, pictures, tapestries, rugs, antique furniture, or office furniture or equipment	\$2,500 per item up to a total of \$5,000
(ii) Collections of any kind.	\$500 per collection up to a total of \$2,500
(iii) Accessories, or spare parts of motor vehicles (including motor cycles and motor scooters), caravans, trailers and watercraft NOT in or on the motor vehicle, caravan, trailer, or watercraft. We include motor vehicle keys, remote locking or alarm devices as accessories while they are not in or on the motor vehicle but we do not pay for any re-coding of devices or changing of vehicle locks.	\$250 in total
(iv) Entertainment equipment	
› CDs, DVDs, and computer games for non-portable computer game consoles	\$500 in total
› TVs, DVD &/or video players and recorders, set top boxes, or non-portable computer game consoles	\$2,500 in total

- (v) Storm or rainwater damage to or theft of contents in the open air. Open air is restricted to the site and includes non lockable structures and non lockable parts of the home. Open air also means in or on a motor vehicle, motor cycle, trailer or caravan, at the site whether those vehicles are locked or not.
  - \$2,000 in total for Storm or rainwater damage or \$1,000 for Theft in total (however limits do not apply to spas or above-ground swimming pools that are full)

**Note:**

Where an item could be classified under more than one of the above maximum limits, (i) through to (v), the lower or lowest limit applies. We have negotiated special arrangements with various suppliers to purchase items for less than retail cost. Premiums are therefore based upon us replacing items at less than retail cost.

- f) **Antique Furniture**  
Where we pay a claim for an item of antique furniture, and the market value of the item exceeds the cost of its replacement with a new item because of its antiquity and rarity, we will treat the market value as though it is the cost to replace the lost or damaged antique with a new item.
- g) **Floor and Wall Coverings, Blinds and Curtains**  
For wall coverings, and carpets and other floor coverings, curtains and internal blinds, we pay only for items in the room, hall or passage where the damage occurred.  
For any floor and wall coverings, blinds, curtains or any painting that is over 20 years old, we reduce the amount we pay by an allowance for wear, tear and depreciation. The depreciation deduction will be in addition to the applicable excess.
- h) **Pairs and Sets**  
A 'pair or set' means 2 or more articles, the collective value of which exceeds the sum of their individual values.  
If any item lost or damaged is part of a pair or set, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

**Section 3: Cover for your Loss of Rental Income**

If your home or contents are so damaged by an insured event that it cannot be lived in or let to tenants, we will pay your loss of rent from:

- a) your confirmed bookings that are cancelled due to the damage and our payment will be at the rate confirmed in the bookings;
- b) your inability to let the premises to any other tenants for periods not covered by the confirmed bookings and our payment will be at a rate equivalent to the average weekly rental income over the previous 12 months immediately preceding the loss.

provided always that we shall not be liable to pay for more than 12 months loss of rent from the date of damage and that the rental income will cease 30 days after the premises become tenantable and provided further that our total liability under this section shall not exceed the Sum Insured shown in the Schedule for Loss of Rent.

**Death of any Guest or other person**

In the event of death of any person occurring at the site and as a consequence you suffer a loss of rental income, we will pay your loss of rent at the rate confirmed in the bookings at the time of death provided always that we shall not be liable to pay for more than 12 months loss of rent from the date of death and that the rental income will cease 14 days after the premises become tenantable and provided further that our total liability under this section shall not exceed the Sum Insured shown in the Schedule for Loss of Rent.

**Prevention of Access**

If you suffer loss of rental income as a result of prevention of access to your site due to:-

- a) damage to other property in the vicinity of your property, which is caused by any of the insured events, we will pay for your loss of rent

for the duration of that prevention of access in the same manner as if your premises had suffered that loss or damage.

- b) failure of a Guest to vacate at the end of the contracted rental booking, we will pay for your loss of rent for the duration of that prevention of access until the premises become tenantable.

Provided that the maximum we shall pay under this Policy for all loss of rent claims shall not exceed \$50,000.

All claims under this section will be reduced by the balance of any bond monies, deposit or booking fee remaining after deducting clean up costs or any other expenses that you are legally entitled to deduct from the bond deposit or booking fee.

## Section 4: Cover for your Legal Liability

### What you are covered against

#### If this Policy covers your home

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

- a) the death of, or bodily injury to, any person;
- b) the loss of, or damage to, property;

resulting from an occurrence during the Period of Insurance arising out of the ownership of the home or occupancy of the home.

We include land, trees, shrubs and other plant life on the site as part of your home.

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

#### What you are NOT covered against

(applies to 'Legal Liability')

#### When we do not insure you or your family

We do not insure you or your family:

- a) against any liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos;
- b) against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

#### We do not insure you or your family against liabilities arising from:

- a) any agreement, unless liability would have attached to you or your family if that agreement did not exist
- b) death of or bodily injury to you or to any person who normally lives with you
- c) death of or bodily injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment
- d) damage to property belonging to you or any person who normally lives with you or to your or their employees
- e) any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
- f) the ownership, custody, or use of any lift, aerial device or aircraft, aircraft landing area, boat exceeding 4 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower
- g) the conduct of any activity carried on by you or your family for reward except for letting the home for holiday or temporary residential accommodation
- h) vibration or the weakening of, removal of or interference with support to land, buildings or other property
- i) building work, construction or demolition of a building, including the home if the value of the work exceeds \$50,000
- j) death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family

- k) the ownership of land, buildings or structures other than the home.
- l) loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family
- m) the lawful seizure, confiscation, nationalisation or requisition of the property insured
- n) destruction of or damage to property by any government or public or local authority
- o) the ownership or use of any motor vehicle
- p) any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by you, your family or a person acting with the consent of you or your family.

### What we will pay

- a) We pay up to \$20,000,000 for any one occurrence.
- b) We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.
- c) In addition to this amount, we pay legal costs for which we have provided prior written approval. We will not unreasonably withhold our approval.

## Section 5: Taxation Audit

### Summary of Cover

This Section protects you against reasonable professional fees incurred by you in connection with an audit or investigation conducted by an auditor in respect to any return lodged with the Commissioner of Taxation in respect of the income derived from the home insured by this Policy. The most we will pay for all claims during any one Period of Insurance, per audit is \$1,000. The maximum amount in the aggregate is limited to \$2,000.

### Words with special meanings

Some key words and terms used in this Section have a special meaning. Wherever the following words or terms are used in this Section, they mean what is set out below:

Word or Term	Meaning
Audit	Any form of investigation or audit of your financial or taxation affairs that is initiated by an authorised government auditor. An audit does not include anything pertaining to <ul style="list-style-type: none"><li>› any licence, membership, industry status</li><li>› compliance with any employee law</li><li>› the gathering of any data or information not directly part of the audit</li><li>› superannuation</li></ul>
Auditor	An officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of your taxation, financial affairs or a taxation liability.
Investigation	Means a detailed in-depth inquiry.
Notice Date	When you or your representative first become aware of any actual or potential audit either verbally or in writing.

Word or Term	Meaning
Professional Fees	<p>Any reasonably incurred fees, costs and expenses of a practising accountant or any other professional you need to engage such as a qualified advisor, solicitor, lawyer or another professional and disbursement costs.</p> <p>Professional fees does not include professional fees to complete relevant returns/questionnaires or documents required by a government authority or agency that the insured party would ordinarily be required to complete and supply or costs associated with the reconstruction or rewriting of the insured party's records required for the purpose of the audit.</p>
Return	A return that is legally required to be lodged with any government or government agency.

### What you are insured against

You are insured against reasonable Professional Fees incurred by you in connection with an audit or investigation conducted by an auditor in respect to any return lodged with the Commissioner of Taxation in respect of the property insured by this policy.

We pay only if;

- The Notice Date occurred during a current Period of Insurance and this Section 5 has commenced,
- The Audit commenced during a current Period of Insurance,
- The Audit was notified to us during the current or previous Period of Insurance,
- The Audit relates to a return lodged no more than 12 months prior to the original commencement date of this Section 5, and
- The Return was lodged no more than four years before the Notice Date.

However, we will pay when this policy is not in force, subject to all the other terms, conditions and exclusions only if you have sold the property and not replaced it, or, you have sold the property and replaced it, and that replacement property is insured by us under this Section 5 when the Audit commences.

### What we will pay

- The most we will pay for all claims during any one period of Insurance, per audit is \$1,000
- The maximum amount in the aggregate is limited to \$2,000
- If you have more than one property (used for holiday or temporary residential accommodation) insured, whether under the same policy or not, and those properties benefit from the cover provided by "Section 5: Taxation Audit", we will not pay more than a total of \$4,000 for all RentCoverShortTerm policies that you have insured with us during any one Period of Insurance. We will not pay any Professional Fees pertaining to any RentCoverShortTerm policies that are not insured under "Section 5: Taxation Audit". We will not pay any Professional Fees pertaining to any activity or part of a return not pertaining to the property insured by this Policy.

### What we will not pay

We will not indemnify You with respect to any claims under this policy arising out of or in any way connected with:

- Enquiries from the Commissioner of Taxation that seek information or raise requisitions, or enquiries of any similar kind.
- Matters arising under customs legislation.
- Audits or Investigation notice of which or information as to their likely conduct was received by You or any person acting on Your behalf prior to the Period of Insurance.
- Any Audits or Investigation concerning income earned or sourced or any Professional Fees payable to persons outside Australia and its external Territories.
- Any dishonest or fraudulent act or omission committed by You or on Your behalf.

- Any oral or written statement by you or on your behalf which you know to be false or misleading in any material particular made recklessly or wilfully.
- The imposition of or the seeking to impose any tax, penalty tax, costs interest, or any fine.
- Audits or Investigations not legally requiring returns or where a required return has not been lodged.
- Any form of activity involving a review relevant to maintaining industry status, licence, membership, any form of occupational health and safety type compliance, similar requirements.
- Any form of activity involving a review of how the practising accountant or other professional assisting you undertakes their professional duties.
- Any form of practice or procedural audit of any of your files or those at your professional account or other professional assisting you.
- Any activity involving a government agency gathering information or data that is not part of an audit.
- Any activity involved in the familiarisation education, training, application, implementation, process or operation of any amendments or changes to existing, or the introduction of new, government or industry regulation.
- Any mass marketed tax avoidance scheme

### General Conditions – Taxation Audit

- All documents including taxation and other returns must be submitted within the time limits prescribed by all relevant statutes and regulations or as required by or on behalf of the Commission of Taxation unless You demonstrate that any failure to comply with any such time limit was not the result of your culpable delay or you have lawful justification for non compliance.
- If You or any person acting on Your behalf becomes aware of any error or deficiency in any information, return of income or other documentation furnished to the Commission of Taxation, You must notify the Commissions accordingly without delay.
- You must make full and complete disclosure of all income as required by any relevant legislation.
- All taxes must be paid by the due date or within any extension granted by the commission of Taxation.
- You must obtain our written permission and provide us with estimated costs and fees before engaging anyone other than your accountant
- You must advise us if your and /or any related entities 'total annual turnover from renting residential Premises exceeds \$200,000 in the latest financial year for cover to continue.

### Additional Benefits

We give you the following additional benefits. For any additional benefits to be payable, you must suffer or incur the relevant loss, liability or damage during the Period of Insurance.

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

#### 1. Temporary Removal of your Contents

If this Policy insures your contents we will cover you for the events listed in "Section 2: Cover for your Home & Contents – Insured Events" for loss or damage to your contents whilst temporarily removed from the site specified in the schedule to any other lockable residential building(s) or dedicated contents storage facility in Australia (and in transit there and back) provided that:

- we will not cover property that has been removed for a period exceeding 180 days unless we have agreed in writing to continue cover;
- we will not cover theft unless consequent upon actual forcible and violent entry into the building at the other location;
- transit cover is limited to loss or damage from fire, lightning, explosion, collision or overturning of the conveying vehicle and from theft consequent upon actual forcible and violent entry into the locked conveyance.

We do not pay for damage:

- › to items of china, glass, earthenware, or similar items of a brittle nature,
- › caused by scratching, denting, bruising or chipping.

We pay up to 20% of the sum insured under unspecified contents on the Policy Schedule, however the sub-limits will also apply as set out in the table under 'How we will pay - Contents' point (e).

Contents are not covered for loss or damage if you have permanently removed them from the home, other than as provided under 'Additional benefit 6 - Change of Site'.

## 2. Fees

If this Policy insures your home, and

- › it is damaged as a result of an insured event, and
- › we pay a claim,

we pay any reasonable fees which we have approved and which are incurred directly in relation to repair or replacement of your home. We won't unreasonably withhold our approval.

## 3. Removal of debris

If this Policy insures your home, and

- › it is damaged as a result of an insured event, and
- › we pay a claim,

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

If the damage is caused directly by a fallen tree that has, as a result of the insured event, become debris, we will remove the tree from the site. We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

- the remaining tree or branch is unsafe,
- the remaining tree or branch only became unsafe as a direct result of the insured event causing damage to the tree, and
- all necessary approvals have been obtained and removal of the tree or branch would not result in a breach of any laws, by-laws, regulations or contractual obligations.

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

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

If this Policy insures your contents, and

- › they are damaged by an insured event, and
- › we pay a claim;

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

## 4. Extra costs of reinstatement

If this Policy insures your home, and it is damaged as a result of an insured event and we pay a claim, we pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your home at the site.

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

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

## 5. Replacement of locks and keys

We pay up to \$1,000 to replace/alter locks or keys, if:

- › locks to your home are damaged, or
- › keys to your home are stolen

by someone breaking into your home.

## 6. Change of site

If this Policy insures your contents and you are moving into a new home within Australia, we insure your contents at both sites for a maximum of 30 days. The maximum we pay at each site will be the proportion of the sum insured that the value of the contents at that site bears to the total value of the contents at both sites.

You must tell us of your new address within 30 days of first moving to it. If you wish to insure your contents at your new address after that 30 days we must agree to insure them at that address.

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

## 7. Waiver of excess if your property is a total loss

You are not required to pay an excess if we pay a claim as a result of damage that renders your home, contents or both beyond economic repair.

## 8. Landscaping

We pay up to \$500 per tree, shrub, plant or other plant life and up to \$1,500 in total any one Period of Insurance for loss or damage to a tree, shrub, plant or other plant life caused directly by an Insured Event other than by Storm or rainwater, Flood or other events connected to weather or any event that is not sudden and unforeseen that results in the tree, shrub, plant or other plant life being so damaged that they die, are permanently disfigured or not recovered after being stolen.

We will not cover any loss or damage to any real or artificial grass or lawn unless loss or damage occurs within 72 hours of it being laid or installed.

## 9. Damage by Tenants Pets

Cover for damage caused by a domestic pet that is kept at the premises and owned by the tenant(s). We will pay this additional benefit as part of the Contents Sum Insured shown in your policy schedule.

Damage caused by domestic pets owned by the Insured or their family members will not be covered.

**We pay additional benefits 10 to 13 over and above the sums insured for home or contents, depending on the type of cover you have chosen.**

## 10. Automatic reinstatement of sum insured

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

Following payment of a claim other than a claim for total loss, the sums insured will remain unchanged unless you request otherwise.

## 11. Inflation adjustment

This benefit only applies to the home sum insured as shown on your Policy Schedule.

During each Period of Insurance we increase your home sum insured by 0.40 of 1% of the relevant sum insured shown on your current Policy Schedule per month until the next renewal date.

## 12. Out of Pocket Expenses – Limit \$1,000

If we have accepted a claim for loss or damage from an insured event, we will pay the out of pocket expenses incurred by you or on your behalf for the purpose of obtaining an order against any persons for restitution of any loss or damage suffered by you.

The maximum we will pay under this extension during any one Period of Insurance is \$1,000.

## 13. Legal Expenses – Limit \$5,000

If we have accepted a claim for loss or damage from an insured event, we will pay for your legal expenses incurred with our prior written approval (which will not be unreasonably withheld) for the purpose of reducing any claim under this Policy.

The maximum we will pay under this extension during any one Period of Insurance is \$5,000.

## What you must pay if you make a claim – Excess

In most cases, you'll need to contribute an amount towards the cost of any claims we agree to pay.

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

Where a sub-limit is applicable, the excess will be applied to the claim prior to applying the sub-limit. For example if an antique worth \$3,500 was stolen from the home, the \$2,500 per item antique sub-limit would apply.

If a \$200 excess was applicable, this would be applied to the \$3,500 claim, rather than the \$2,500 sub-limit. Therefore, \$2,500 would be payable. If the value of the antique was \$2,000, we would pay \$1,800 – the \$2,000 claim less the \$200 excess. If the antique was worth only \$1,000, we would pay \$800 – \$1,000 less the \$200 excess.

For earthquake claims the excess is \$250, or the amount shown on your Policy Schedule, whichever is greater.

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

## When you will NOT have to pay an excess

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

## When you are not covered

### General exclusions applying to this Policy

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

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

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

#### Sanction limitation and exclusion clause

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

#### Laws impacting cover

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

#### Illegal activity

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

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

## Other loss or damage

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

- › an event occurring outside the period of insurance;
  - › any neglect, poor housekeeping or untidy, unclean or unhygienic living habits such as:
    - odours including from pets, cigarettes or other smoking items;
    - liquid or food stains that have gradually built up over time; or
    - water damage to carpets, flooring or cabinets due to splashing from baths, showers or sinks;
- however we will cover your legal liability caused by any of the above 3 points;
- › mechanical, electronic or electrical breakdown other than under the Insured Event (m) Fusion of an electric motor, or if a claim is payable as the result of a lightning strike under Insured Event (d) however, we will cover resultant damage to the extent it's covered under the Insured Event (a) Fire;
  - › a process of cleaning by you:
    - using any chemicals other than domestic household chemicals. (Domestic household chemicals include products that can be purchased from a supermarket or department store); or
    - where domestic household chemicals have been used but not in accordance with the manufacturer's directions for use;
  - › fees payable in relation to:
    - repairing or rebuilding any part of your buildings where you were aware or a reasonable person in the circumstances would have been aware that they were illegally constructed. (You will be considered 'aware' if the illegal construction has been identified in any report received by you or as a result of any enquiries made by you, for example during the course of the purchase or conveyance of the property); or
    - a notice served on you by a statutory authority before the incident took place;
  - › or in connection with any contagious or communicable disease;
  - › loss of or damage to any information on your computer including any computer program caused by malicious software such as, but not limited to, a virus, worm, back door, trap door, ransomware or any computer hacking;
  - › or in connection with, any aerial device or aircraft including kites or model aircraft or drones; or
  - › changes in a right, title or interest in your property, for example due to a transfer, agreement or adverse possession.

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

- › damage covered under a manufacturer's or a supplier's guarantee or warranty (whether express or implied by law); or
- › damage to your property while it's being cleaned, repaired, restored or altered by your estate agent or contractor.

## Additional exclusions applying to this Policy

These additional exclusions apply to cover for your home, contents and additional benefits.

- a) loss or damage intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family
- b) loss or damage resulting from or caused by:
  - › destruction of or damage to property by any government or public or local authority;
  - › inherent defects, structural defects, faulty workmanship, faulty design that:
    - you were aware of, or a reasonable person in the circumstances would have been aware of, and
    - you knew, or a reasonable person in the circumstances would have known may result in damage or further damage
  - › any gradual process
  - › wear, tear, rust, corrosion, depreciation or gradual deterioration;

- › mildew, mould, algae, atmospheric or climatic conditions (other than as described under Insured Event, (b) storm or rainwater);
- › settling, shrinkage or expansion in buildings, foundations, walls or pavements;
- › the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair;
- › damage to swimming pools or similar structures caused by hydrostatic pressure;
- › loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error;
- › any consequential loss other than that specifically provided by this Policy;
- › rodents, vermin, birds, wildlife or insects gnawing, biting, chewing, pecking, clawing, scratching or in any way polluting or contaminating your home or contents;

For example: If a mouse was to chew through an electrical wire, which led to a fire, the damage caused directly by the fire would be covered by this Policy under insured event (a), however any damage caused by the mouse's chewing would not be covered by this Policy.

- › tree roots;  
However, this exclusion applies only to damage caused directly by tree roots. For example, if the tree roots damage and block a pipe, we will pay for the resultant damage to the home caused by water overflowing in the home. We will not pay for the damage to the pipe.
  - › erosion, subsidence, landslide or earth movement other than as a direct result of one of the following insured events (refer to items b, c, e, j, o under 'What you are insured against, and what you are NOT'):
    - storm or rainwater,
    - flood,
    - earthquake,
    - explosion,
    - escaping liquid, and
 occurring no more than 72 hours after the event;
  - › the action of the sea or tsunami.  
'tsunami' means a sea wave caused by a disturbance of the ocean floor or by seismic movement.
- c) loss or damage to:
- › sporting equipment while in use or play,
  - › bicycles while they are being ridden,
  - › items for sale on consignment.

## General Conditions

### Application of bond monies or similar

Payment of any claim in relation to loss of rent or legal expenses, will be reduced by the balance of the bond monies, deposit or booking fees remaining after deducting clean up costs or other expenses you are legally entitled to deduct from the bond monies, deposit or booking fees. A claim for any loss or damage caused by the tenant is only payable once any bond monies, deposit or booking fees are first applied.

### Changes to your circumstances

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

- › you are removing the roof, or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the site;
- › you start operating a business, or generating a regular income (other than residential rental income) at the site.

## Changing your Policy

If you request any change to this Policy, if we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium. If an additional premium is required, the change will only be effective when you have paid the additional premium by the due date we give to you.

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

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

## Other interests

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

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

## Cancelling your Policy

How you may cancel this Policy

- › You may cancel this Policy at any time by telling us in writing that you want to cancel it.
- › Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

## How we may cancel this Policy

- › We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- › We will give you this notice in person or send it to your address last known to us.

## The premium

We will refund to you the proportion of the premium for the remaining Period of Insurance.

## Notices

Any notice we give you will be in writing and will be effective once it's delivered to you.

In the case of notices by email, we'll consider an email to be received by you when it enters your mail server, but in any event no later than 24 hours from the time it's sent out of our data system. In the case of notices by post, service of notices will be effective three business days after having been posted by us.

It's your responsibility to make sure we have your current email and mailing address on record, so you must let us know as soon as these change.

## Changes

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

Examples of circumstances where the risk of loss, damage or injury may increase include where:

- › you are having renovations undertaken
- › the home is left vacant or unoccupied for an indefinite period
- › the home falls into a state of disrepair
- › your home is opened up to the public for an exhibition or similar event (including if it is not for reward), or
- › you are participating in a public exhibition (including if it is not for reward).

## Contribution and other insurance

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

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

## Salvage

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

## Burglary protection

We have agreed to insure your contents in the home only if it is fitted with working locks on all external doors.

## Care and maintenance

If you do not take reasonable care to:

- › protect and maintain the property insured
- › prevent damage or injury to others or their property
- › minimise the cost of any claim under this Policy, or
- › comply with all statutory obligations and by-laws or regulations relating to the safety of person or property

we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

## Adjustment of premium on renewal

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

## Claims

### What you must do

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

- › take all reasonable precautions to prevent further loss, damage or liability
- › notify the police as soon as reasonably practicable if any of your property is lost, stolen, or maliciously or intentionally damaged and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss
- › tell us or RUA as soon as possible. You will be provided with a claim form and advice on the procedure to follow
- › supply us with all information we reasonably require to settle or defend the claim
- › notify us of any other insurance covering the same loss, damage or liability
- › co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person.

In an emergency outside normal business hours you may ring our emergency service on 1800 023 387 for assistance. If in doubt at any time, ring us or RUA for advice.

### What you must not do

You must not:

- › authorise repairs to or arrange replacement of any of the property insured in connection with any claim without our consent, other than emergency repairs necessary to prevent further loss. If we pay your claim, we will pay for these repairs, but you must retain all receipts.
- › admit liability if an accident occurs which is likely to result in someone claiming against you.

### What we do

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

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

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

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

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

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

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

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

### What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Wording or on the Policy Schedule.

We may refuse to pay, or reduce the amount of, a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

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

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- › it is in any way fraudulent, or
- › any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.