

# LANDLORD INSURANCE PRODUCT DISCLOSURE STATEMENT



LUCKY  
YOU'RE  
WITH **AAMI**

# Welcome and thank you for choosing AAMI

This Product Disclosure Statement (PDS) is an important document that sets out what we cover under this policy, what we don't cover, the limits on cover, and the terms and conditions that apply. Read this PDS carefully before you decide whether our cover is right for you.

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

You can ask us for a confirmation of a transaction relating to your policy or any claim by calling us on **13 22 44**.

## Using our products for financial abuse is unacceptable

An insurance policy and the rights under it, including making any claim or receiving claims proceeds, is no place for financial abuse or other types of abuse such as threatening, harassing, or controlling behaviour. Using the policy or the rights in an abusive way can have serious negative impacts on the abused.

We may report reasonable suspicions of financial or domestic abuse to relevant authorities, including law enforcement.

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In this PDS you'll be referred to the Landlord Insurance Additional Information Guide. This guide is available at [www.aami.com.au](http://www.aami.com.au) and contains further information about premiums, excesses, and claims examples. Please contact us for a free copy.



Some terms and words in this policy have special meanings (definitions) which apply to them. The terms and words with special meanings (definitions) are defined in section 10 'Terms and words with special meanings (definitions)' on page 107. This section may also refer you to where that special meaning can be found in this policy.

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# Key information about AAMI Landlord Insurance



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



## Type of insurance

This policy provides cover for loss or damage to the building and landlord contents when you're a landlord and lease the property to tenants.

When you're a landlord you can choose either building or landlord contents cover (or both). The cover you have will be shown on your certificate of insurance.



We don't cover the building or landlord contents for all types of damage.



## What we pay

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

The most we'll pay for loss or damage to the building for any one incident is the building sum insured unless we say otherwise in your policy.

### **For building claims, if you have Complete Replacement Cover® shown on your certificate of insurance**

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

### **For landlord contents claims**

The most we'll pay for loss or damage to your landlord contents for any one incident is the landlord contents sum insured unless we say otherwise in your policy.

### **Legal liability cover**

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

### **Additional and Optional covers**

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



## What we cover

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### Insured events

We cover the building and/or landlord contents for loss or damage caused by specific events like storms, floods, and fires (including bushfires).

### Legal liability

We cover your legal liability to pay compensation for death, or bodily injury to other people (not you), or loss or damage to their property, in certain situations.



## Additional cover that comes with your policy

There are some additional covers that come with your policy for no extra cost. See section 5 'Additional cover that comes with your policy' on page 55 for more information.





## Optional cover you can pay extra for

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

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# Summary of cover

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

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## What to do when an incident happens

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

#### Here's what to do:



#### Step 1

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



#### Step 2

Try to prevent further loss, damage, or liability (for example, if there's a hole in the roof, arrange for it to be covered to prevent further water damage from the rain).



#### Step 3

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

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



#### Step 4

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

If you unreasonably delay reporting your claim, we won't pay for any additional loss, damage, or liability caused by your delay. When you contact us, describe details of what has happened (for example, a window broken in a storm).

For electrical items, please have details about the make and model. If the damage to your building or landlord contents was caused by another person, then, if possible, please provide us their name and address and if applicable, their vehicle registration number.

## Who we mean by 'you'

When we say 'you' or 'your' we mean the person or persons named as the insured on your certificate of insurance. It doesn't include your tenants or family members living at the insured address.

If the insured shown on your certificate of insurance is a company, trustee of a trust, or body corporate, then 'you' or 'your' extends to the following:

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

## Who we mean by 'we'

When we say 'we', 'us', 'our', or 'AAMI', we mean AAI Limited ABN 48 005 297 807 trading as AAMI.

## Our agreement with you

Your policy is a legal contract of insurance between you and us. If you buy this product from us and you're named as the insured on your certificate of insurance, you'll have entered into the contract of insurance with us. Your policy is made up of your certificate of insurance, this PDS, and any SPDS that we've given you.

## Cooling off period

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

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



## You can also cancel your policy at any time

Alternatively, you can cancel your policy at any time while you're insured. You can cancel your policy as at the date you contact us, a future date, or another date if we agree, and you'll have cover up until that date. For more information see 'What happens with cancellations or removal of cover' on page 102.

## There are some things that we don't cover

Like every insurance policy, there are exclusions, conditions, and limits that apply to your policy. There are some things we don't cover whatever the circumstances. These are found in section 3 'General exclusions' on pages 27 to 39. There are also specific things we don't cover explained in sections 4 to 6 on pages 41 to 79 which are particular to the cover provided under your policy.



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

## When we may refuse to pay a claim or reduce the amount we pay

Where the effect of a term in this policy is that we may refuse to pay a claim (either in whole or in part) by reason of something you or another person did or didn't do after this policy was entered into then, in accordance with the Insurance Contracts Act 1984 (Cth), we may either:

- refuse to pay a claim, however, only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim
- reduce our payment of a claim, however, only by an amount that fairly represents the extent to which our interests are prejudiced by the act or failure.

We may also cancel your policy.

## Sometimes we can provide extra support

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

## These are your responsibilities during the period of insurance

### Things you need to do:

- follow all of the terms and responsibilities set out in your policy
- take steps to prevent theft, loss, damage, or legal liability (for example, ensuring there are working smoke detectors in the building)
- maintain door locks and window locks in good working condition
- ensure that any security devices we asked about and you have told us are installed, are in fact installed
- ensure that regular and routine inspections of the building or unit (including at tenant entry and exit) are undertaken, and evidence of those inspections are kept (including photographs)
- provide honest and complete information for any claim, statement, or document supplied to us
- don't behave in a way that's abusive, dangerous, hostile, improper, or threatening when engaging with us and our service providers

- ensure that the building complies with local council requirements and building laws and regulations when construction, alterations, or repairs are undertaken (for example, ensure you obtain all required permits before the works begin and ensure that all requirements, including height limits, are met) (see also page 35).

## **Keeping your building, unit, or landlord contents well maintained and in good condition:**

The following responsibilities are also linked to some general exclusions. You need to:

- fix any inherent defect, faulty design, structural defect, structural fault, or faulty or poor workmanship at the insured address as soon as possible after you identify it or are told about it (see also page 32)
- keep the building or unit (including all sheds, outbuildings, and other structural improvements at the insured address) structurally sound and safe and fit to live in (see also page 29)
- fix things that are blocked, broken, damaged, loose, have fallen down, are missing, are rusted through, or are in a general state of disrepair (for example, the roof leaks when it rains, there are holes in walls, or there are ride-on mowers that are damaged and in need of repair) (see also page 29)
- keep the building or unit free of infestation from vermin and termites (see also page 29)
- remove mould (see also page 35).

## **We can reduce or deny cover if you don't meet your responsibilities**

Your policy may not provide cover if you haven't met your responsibilities, and it may lead us to reduce or refuse to pay your claim (see page 12).

If you don't meet your responsibilities, we may cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

## **How we'll keep in contact with each other**

### **Communicating with you by post**

We may send your policy documents and policy related communications by post unless you've consented to receiving these electronically (see below).

### **Communicating with you electronically**

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

## Let us know if your contact details change

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

## How to contact us



Call us on **13 22 44**.

## When you must contact us

During the period of insurance, you must tell us as soon as possible about any of the following:

- you've been convicted of a criminal act or offence
- you've had another insurer cancel, decline, or not offer to renew an insurance policy, impose specific conditions on a policy, or refuse a claim
- you or your agent become aware your tenant starts to or intends to operate a business activity at the insured address
- you start farming, manufacturing, or repair work at or from the insured address, or your agent becomes aware your tenant does farming, manufacturing, or undertaking repair work at or from the insured address
- you or your agent become aware of changes to any business activity operated at the insured address, for example, the type of business activity changes, people start to come to the insured address, business signage is installed, or chemicals are kept at the insured address
- any detail on your certificate of insurance isn't accurate, for example, the description of the building or unit
- you start to use or let all or part of the building to tenants under any short-term rental, holiday letting, or house sharing arrangement including any arrangements booked through an online booking platform
- trespassers or squatters use or stay at the insured address
- you intend to demolish the building, have lodged an application to do this, or a government authority has issued a demolition order
- you've demolished the building and construction of a new building has or will commence
- if your building is being raised, repositioned, or relocated
- the insured address ceases to be used as a rental property
- you no longer have a rental agreement for the insured address.

## Tell us about any of these matters from previous periods of insurance

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

## What we'll do when you contact us

When you tell us about any of the above matters, an additional excess, additional premium, or special condition may be applied to your policy. In some cases, in accordance with the Insurance Contracts Act 1984 (Cth), it may lead us to either:

- refuse to pay a claim by reason of something you or another person did, or failed to do, however, only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim
- reduce our payment of a claim by reason of something you or another person did, or failed to do, however, only by an amount that fairly represents the extent to which our interests are prejudiced by the act or failure.

If what you tell us means we can no longer insure you, we'll cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

## If you don't contact us when you should

If you don't notify us when you need to, then in accordance with the Insurance Contracts Act 1984 (Cth), we may do either of the following:

- refuse to pay a claim by reason of something you or another person did, or failed to do, however, only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim
- reduce our payment of a claim by reason of something you or another person did, or failed to do, however, only by an amount that fairly represents the extent to which our interests are prejudiced by the act or failure.

This includes a failure to notify us of a change in accordance with this clause.

It may also lead us to cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

## About your sum insured

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



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

## **Make sure your sum insured meets your needs if your building or landlord contents is damaged or destroyed**

Underinsurance, where your sums insured are insufficient to cover the building or landlord contents being damaged or destroyed, can expose you to serious financial loss. It's your responsibility to select a sum insured for both the building and landlord contents that meets your needs in the event the building or landlord contents are damaged or destroyed.

To help you estimate the replacement value of the building and landlord contents, we provide a 'Home Building Calculator' and a 'Contents Calculator' that you can access at our website [www.aami.com.au](http://www.aami.com.au).

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

## **Review your sum insured regularly**

For you to ensure your sums insured meet your needs if your building or landlord contents are damaged or destroyed, it's important for you to review your sums insured regularly, being mindful of items purchased recently and ask us to change the sums insured if required. For example, upgrading the size and standard of your building or adding a granny flat may increase the cost to rebuild the building. You'll need to consider whether you want your building sum insured to reflect these types of changes, because if it doesn't, you're likely to be underinsured.

## **We don't pay extra because you over-insure**

We won't pay more than the sums insured for the building or your landlord contents for loss or damage to the building or your landlord contents. We also won't pay more than the amount of the assessed quote to rebuild, repair, or replace the building or your landlord contents. We won't refund any premium paid for over-insuring, where your sums insured are higher than the assessed quote to rebuild, repair, or replace the building or your landlord contents.

## **We may adjust your sum insured at your renewal offer**

We may choose to adjust the building and landlord contents sums insured shown on your certificate of insurance as part of your renewal offer. We do this to account for various factors including inflationary trends.

## **Limits and amounts we pay include Goods and Services Tax (GST)**

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



# How your excess works when you make a claim

## What's an excess?

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

## Excess Type

<b>AAMI Flexi-Premiums® excess</b>	This excess applies to all claims unless your policy states otherwise.
<b>Additional excess</b>	An additional excess may apply to your policy based on our assessment of the risk. If an additional excess applies to your policy, this excess is payable in addition to any other excess unless your policy states otherwise.
<b>Unoccupied excess</b>	<p>This excess applies in addition to any other excess if at the time of the incident covered by your policy, the building hasn't been occupied for more than <b>60</b> continuous days.</p> <p>You may be required to prove the occupancy of the building in the event of a claim. An example of how you can prove the occupancy is providing us with copies of bills or other documents demonstrating the usage of utilities that are connected to the building.</p>



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

## The higher excess applies when claiming for both building and your landlord contents

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

## Tenant Protection optional cover

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



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

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

there's no cover for any amount less than four **(4)** times the weekly rental amount.

This means you'll need to have suffered loss (or damage) of an amount equivalent to, or greater than, four **(4)** times the weekly rental amount before you have cover. This amount isn't an excess that you pay to us.

## How to pay your excess

If any excess(es) applies to your claim, we'll do one of the following:

- deduct the amount of the excess(es) from any cash payment we make
- require you to pay the amount of the excess(es) to us. We'll let you know when and how to pay.

We won't cover any legal or other costs that arise because of any delay in paying the excess.

## What and where we cover – the basics

2

## Where we cover

The insured address is the land within the boundaries of the address/location shown on your certificate of insurance. It also includes all land adjoining the insured address that you have a legal right to occupy (for example, an easement), if the land adjoining the insured address isn't subject to any communal or common property conditions (for example, community title/strata title arrangements). The insured address doesn't include common property.

## The building

### We cover as the building

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#### We cover



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

- garages, carports, outbuildings (but not an outbuilding with its own utility metering that's occupied, or could be occupied, as a residence) and any structural improvements on land
- decks, pergolas, pagodas, gazebos, verandas, and balconies, fixed water tanks, fixed swimming pools and spas (including their pumps and accessories), granny flats (provided there's no separate utility metering), sheds, and tennis courts
- garden borders, sealed pathways, and paved or concreted floor areas
- sealed driveways or sealed roads (limits apply)
- outdoor walls, free-standing outdoor walls, gates, fences (limits apply), and retaining walls
- floating floors
- services, both above and below ground, that you own and you're responsible for
- any permanently housed, connected, or wired electrical appliances (for example, a wired oven)
- any permanently fixed outdoor items, including solar panels, satellite dishes, play equipment, clothes lines, animal housing, and outdoor lights
- gas appliances permanently plumbed to a gas supply
- any item permanently attached to the building including wall, ceiling, and floor coverings (not carpet)
- external blinds and shutters
- lino or vinyl flooring installed, whether permanently attached or not

- sewer storage tanks or treatment tanks permanently plumbed to the building or unit
  - boat jetties, pontoons, mooring poles, and their attachments and accessories which are located within the boundaries of the insured address or where any part of their structure begins or terminates on or within the boundaries of the insured address
  - uninstalled building fittings, fixtures, and materials to be used for the building. However, only when kept in a locked and secured building at the insured address.
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## We don't cover as the building

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### We don't cover



The building doesn't include any of the following:

- any landlord contents or other contents in the building
- any building (or part of a building) that's covered under an insurance policy taken out by any owners corporation or similar body and/or is required to be insured by any owners corporation or similar body under the strata or community title laws applicable to that state or territory
- common property
- any new building in the course of construction
- any part of the building used for farming of any description (including buildings used in relation to hobby farm activities) such as, but not limited to, a barn, dairy, shearing shed, silo, or stable. This limitation doesn't include any building which could be used for farming, however isn't used for that purpose
- any temporary or mobile structures, including caravans, houseboats, watercraft, motorised vehicles, or craft of any type
- inflatable or portable swimming pools and spas and their accessories
- any fixed or temporary dead weight moorings, mushroom moorings, or screw in moorings
- any carpets, rugs, internal blinds and shutters, drapes, or curtains
- air conditioners attached within a window
- loose or compacted soil, sand, lawn, grass, artificial grass, gravel (including on roads, driveways, and tracks), pebbles, rocks, or granular rubber
- used or applied chemicals, fertilisers, or pesticides
- plants, trees, shrubs, or hedges in the ground
- a hotel, motel, boarding, or guest house
- any electrical or electronic items that are no longer able to be used for the purpose they were intended
- any domestic outbuilding with its own utility metering that's occupied, or could be occupied, as a residence.

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## The most we'll pay for loss or damage to the building

The most we'll pay for loss or damage to the building depends on the type of cover you've chosen. If you have Complete Replacement Cover® the next section doesn't apply. Please see page 72 for more details.

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

The most we'll pay for loss or damage to the building caused by any one incident is the building sum insured, unless stated otherwise in your policy.

### Building items with fixed limits

Some items also have fixed limits that can't be increased and these limits (shown in the table below) are the most we'll pay for those items. If you have Complete Replacement Cover®, the fixed limits don't apply.

Fixed limits apply to	Limits for any one incident
Fencing* (including shared fences, see page 90)	up to <b>2</b> kilometres
Sealed driveways and sealed roads*	up to <b>500</b> metres
*In addition to the distance limit shown we won't pay more than the building sum insured.	

## Your landlord contents

### We cover as your landlord contents

We cover



We cover your landlord contents at the insured address that are your household goods that you own or are responsible for and your tenants use primarily for domestic purposes. Landlord contents are items which aren't permanently attached to the building or insured address such as, but not limited to:

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



## **When your landlord contents are insured in a unit**

We also cover items that are permanently attached to the unit you own or are responsible for and your tenants use primarily for domestic purposes, unless the item(s) is common property (see page 109 for the meaning of common property). These items may include the following:

- lino or vinyl flooring installed in the unit, whether permanently attached or not
- floating floors
- air conditioners (ducted or split system) and spas for the sole use of the unit owner or occupier
- wall paint and paper.

Make sure that your landlord contents sum insured meets your needs by checking with your body corporate, owners corporation, or similar body what is and isn't covered by the policy taken out by them. For example, if you've installed floating floors check to see if the body corporate, owners corporation, or similar body insurance policy covers this as you may need to increase your landlord contents sum insured.

## **We don't cover as your landlord contents**

**We  
don't  
cover**



Landlord contents doesn't include any of the following:

- common property
- any part of the building
- floating floors unless covered under 'When your landlord contents are insured in a unit', see page 24
- personal effects and valuables designed to be worn or carried by a person such as:
  - footwear, baggage, handbags, wallets
  - jewellery, watches, clothing
- valuable items such as:
  - cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders, or stamps
  - any form of cryptocurrency or non-fungible tokens (NFTs), including any devices, wallets, or programs for sending, receiving, storing, transferring, or trading cryptocurrency or NFTs
  - medals, collections, or memorabilia
  - items made of, or plated with, gold or silver
  - precious stones



- musical instruments and sporting or recreational equipment (including bicycles)
  - portable battery-operated appliances such as: electronic tablets (for example, iPads), laptops, cameras, mobile phones, iPods, MP3 players
  - recorded, saved, or stored audio, video, data, or media, which includes the device, object, or place where they are recorded, saved, or stored
  - computers and their printers or software
  - electrical and gas appliances, light fittings, alarm systems permanently connected or plumbed to the electricity or gas supply
  - dishwashers housed in a cabinet
  - lawns, trees, shrubs, plants, or hedges in the ground
  - fixed swimming pools or spas and their accessories
  - water in tanks, swimming pools, spas, or any other water container unless the water was used to limit or contain a fire at the insured address
  - animals, including fish, reptiles, pets, and livestock
  - business equipment
  - unfixed home building materials and uninstalled home fittings
  - loose or compacted soil, sand, lawn, grass, artificial grass, gravel (including on roads, driveways, and tracks), pebbles, rocks, or granular rubber
  - motor vehicles, motorcycles, mini-motorcycles or motorised bicycles, watercraft, aircraft, drones, or personal transportation vehicles or any accessories for these vehicles or craft
  - caravans, mobile homes, or any of their contents
  - any item that's covered under a strata insurance policy that you didn't enter into or the item is required to be insured under the relevant strata state or territory law
  - any electrical or electronic items that are no longer able to be used for the purpose they were intended
  - contents in storage at the insured address which aren't for the tenant's use.
-

# The most we'll pay for loss or damage to your landlord contents

The most we'll pay for loss or damage to your landlord contents caused by any one incident is your landlord contents sum insured, unless stated otherwise in your policy.

## Landlord contents with fixed limits

There are some categories of landlord contents items that have fixed limits that can't be changed. These limits are the most we'll pay for landlord contents items in those categories in total.

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

## General exclusions

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Some things are never covered by this policy. These are known as 'General exclusions' and apply to the whole policy.

### **Actions or movements of the sea**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any actions or movements of the sea.

### **Agreements you enter into**

We don't cover legal liability for or caused by, connected with, or arising from any agreement or contract you enter into. However, this exclusion doesn't apply if your legal liability would have existed had you not entered into the agreement or contract.

### **Aircraft and their shock waves**

We don't cover legal liability for or caused by, connected with, or arising from you using or owning any aircraft or the facilities to land or store aircraft.

We also don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from the gradual effects of vibrations, or shock waves caused by aircraft travelling at high speeds.

### **Animals**

We don't cover legal liability for or caused by, connected with, or arising from any animal other than a domestic dog, cat, or horse belonging to either you or your tenant.

### **Asbestos**

We don't cover legal liability for or caused by, connected with, or arising from exposure to, or potential exposure to asbestos in any form.

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

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

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

However, we'll cover either:

- loss or damage that's covered by insured event 'Fire (including bushfire)' on page 47
- your legal liability that's covered by 'Legal liability' cover on page 54, to the extent your legal liability arises from your use of pesticides or herbicides at the insured address.

## **Breaking the law**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

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

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

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any part of the building, unit, or landlord contents not being in good condition, such as, however, not limited to any of the following:

- the roof leaks when it rains
- there are blocked gutters
- there are areas of the roof that are rusted through
- there is wood rot, termite, or ant damage to the building or unit
- there are holes in floors, walls, ceilings, or any other parts of the building or unit (for example, external wall cladding, internal plaster, or floorboards)
- there are boarded up or broken windows
- there are steps, gutters, flooring, walls, ceilings, gates, fences, or any other areas of the building or unit that are loose, falling down, missing, or rusted through or otherwise in disrepair
- previous damage including damage caused by flood hasn't been repaired
- the building or unit is infested with vermin
- the building (including all sheds, outbuildings, and any other structural improvements at the insured address) isn't structurally sound or is unsafe or unfit to live in
- plant matter is growing on the building (for example, walls, windows, or gutters)
- there are ride-on mowers (domestic tools or gardening equipment) that are damaged or in need of repairs

## **Building works**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from building works to the building or unit or parts of the building or unit (other than the cover available under 'Legal liability', see page 54), including any of the following:

- damage caused by cracking, collapse, or subsidence, caused fully or partially by the building works
- damage caused by storm, flood, or water entering the building or unit through any openings (whether such openings were created by you or another person) in the walls or roof or other parts of the building or unit under construction, and whether or not they were temporarily covered at the time of the damage
- theft or damage by someone who enters or leaves through an unlockable part of the building or unit that's under construction.

We also don't cover legal liability for or caused by, connected with, or arising from building works, including construction and demolition of building structures, being carried out at the insured address where the total cost of the building works is more than **\$50,000**.

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

We don't cover loss or damage to, or caused by, connected with, or arising from, or liability caused by, connected with, or arising from a bushfire, storm, storm surge, flood, or tsunami in the first **72** hours of cover. But we will cover these events if this policy began on the same day:

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

## **Business activity**

We don't cover legal liability for or caused by, connected with, or arising from any business activity, unless this income is from the tenancy of the insured address or part of the insured address other than under a short-term rental, holiday letting, or house sharing arrangement, including any arrangement that was booked through an online booking platform.

## **Caravans and trailers**

We don't cover legal liability for or caused by, connected with, or arising from using or towing a caravan, mobile home, or trailer.

## **Chemical damage when cleaning**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from chemicals, such as detergents and solvents, when you or someone authorised by you is using them for cleaning.

### **Committee members or officials**

We don't cover legal liability for or caused by, connected with, or arising from your actions or duties as a committee member or director of a club or association, as a coach, referee, official, or medical officer at a game or organised sporting activity.

### **Communicable Disease**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any loss, damage, claim, cost, expense, legal liability, or other sum, directly or indirectly arising out of, or attributable to, a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

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

We don't cover loss or damage from confiscation, nationalisation, requisition, or damage caused by the police, a government authority, or someone with the legal authority to do this. However, we'll cover loss or damage caused by the police or other emergency services in attempting to obtain entry at the insured address in connection with an insured event.

### **Death or injury**

We don't cover legal liability for or caused by, connected with, or arising from death or injury of any of the following:

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

### **Defamation or copyright**

We don't cover legal liability for or caused by, connected with, or arising from defamation or breach of copyright.

## **Defects, faults, workmanship**

We don't cover either:

- loss, damage, or legal liability caused by, connected with, or arising from inherent defects, faulty design, structural defects, structural fault, or faulty or poor workmanship, if you knew or should've reasonably known about it (for example, because the defect or fault was able to be observed by you or because it was identified in a pre-purchase building inspection report).
- any loss or damage to the part of the building with an inherent defect, faulty design, structural defect, or faulty or poor workmanship, whether or not you knew or should reasonably have known about it.

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

For example, poor workmanship might have resulted in the removal of structural posts, beams, or load bearing walls without taking into account structural engineering requirements.

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

We don't cover loss or damage caused by, connected with, or arising from any deliberate or malicious acts causing damage to, or destruction of, a reservoir or dam, or any looting or rioting following such an incident.

## **Deliberate or reckless actions**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any act or omission by you or someone acting with your given or implied consent, which is any of the following:

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

## **Drones**

We don't cover legal liability for or caused by, connected with, or arising from aerial devices, drones, and other autonomously piloted aircraft.

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

We don't cover your extra costs or other losses (financial and non-financial loss) suffered or incurred by you (and not a third party) following an incident covered by your policy, including, however, not limited to any of the following:

- loss of rent except as expressly covered by your policy
- loss of your income or wages
- your medical expenses
- your costs, including the cost of your time, to prove your loss or to help us with your claim (for example, phone calls, postage) unless stated otherwise in your policy



- your cost of hiring appliances after yours suffer loss or damage
- professional, expert, legal, consulting, or valuation costs unless you obtained our prior authority to incur these costs
- your cost of replacing or reapplying pest control chemicals and baits in or around the insured address
- your travel costs
- your cleaning costs unless stated otherwise in your policy
- any increase in your electricity costs not directly arising from an incident covered by your policy.

### **Fines, penalties, and other damages**

We don't cover civil or criminal penalties or fines or aggravated, exemplary, punitive, or multiple damages.

### **Ground movement**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from erosion, vibration, subsidence, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover landslide or subsidence that's specifically covered under the following insured events:

- 'Flood' (however, not if you have removed cover for insured event 'Flood') on page 43
- 'Storm' on page 44
- 'Storm surge' on page 45
- 'Earthquake and tsunamis' on page 46
- 'Explosion' page on 49
- 'Escape of liquid' on page 51.

### **Hacking, cyber-attack, or cyber incident**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

- unauthorised, malicious or criminal act (including any threat or hoax) involving access to, processing, use or operation of any computer system (including computer hacking, cyber-attack, any computer virus). However, we'll cover loss or damage to the building, unit or your landlord contents caused by theft, if that theft results from a thief hacking your building security system to open doors and gain unauthorised entry into your building or unit
- error or omission involving access to, processing of, use of or operation of any computer system, or any unavailability or failure to access, process, use, or operate any computer system
- destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data; or inability or failure to receive, send, access or use electronic data; or error in creating, amending, entering, deleting or using electronic data; or loss of use, reduction in functionality, repair, replacement, restoration or reproduction of electronic data (including the value of any electronic data).

## **Hazardous materials**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any hazardous materials if not stored or used in accordance with the relevant law, controls, and manufacturer's instructions.

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

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any unintentional or intentional use, existence, or contamination by, or due to either of the following:

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

## **Items owned by you or in your physical or legal custody**

We don't cover legal liability for or caused by, connected with, or arising from loss or damage to items which:

- you or your tenant own
- belong to someone else and is in your physical or legal custody and control.

## **Legal actions in other countries**

We don't cover any legal actions or legal claims brought against you, decided, or heard in countries outside Australia or New Zealand.

## **Mechanical or electrical breakdown or failure**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from mechanical or electrical failure or breakdown or anything that fails to operate properly. However, we'll cover damage caused by any of the following:

- fire spreading from an electrical fault to other parts of the building or your landlord contents to the extent it's covered under insured event 'Fire (including bushfire)' on page 47
- lightning to the extent it's covered under insured event 'Lightning' on page 48
- motor burnout to the extent it's covered under the 'Motor burnout' additional cover on page 66.

## **Medical equipment and aids**

We don't cover any medical equipment, item, or aid.

## **Motor vehicles or motorcycles**

We don't cover legal liability for or caused by, connected with, or arising from the use or ownership of a motor vehicle or motorcycle or instructing someone on how to use it. However, we'll cover you if at the time of the incident the vehicle:

- was being used for domestic gardening (for example, a ride-on mower)
- didn't require insurance under compulsory third-party insurance laws or motor accident injury insurance laws.

### **Mould or mildew**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from mould or mildew at the insured address unless it was directly caused by an insured event and there's no evidence of pre-existing mould or mildew in the area of the building or unit where the loss or damage has occurred.

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

We don't cover loss or damage, caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from either of the following:

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

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

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any component of the building that wasn't built, constructed, renovated, altered, or repaired in compliance with the applying local council requirements or relevant building laws or regulations (non-complying building component) except those laws or regulations introduced after the building was originally built or after the construction, repairs, renovations, or alterations were undertaken. Non-complying building components include, however, aren't limited to any of the following:

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

## **Nuclear and radioactive materials and contamination**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from any of the following:

- ionising radiation or contamination by radioactivity, or the use, existence, or escape of, nuclear fuel, nuclear material, or any nuclear waste or from the combustion of nuclear fuel
- any weapon, device, material, operations or action employing nuclear fission or fusion or other like reaction or radioactive force or matter, including detonation of any nuclear device, nuclear weapon or the use, handling or transportation of such weapon, device or material
- any property on the site of a nuclear power station, on any other nuclear reactor installation or on any site used, or having been used, for the generation of nuclear energy or the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of nuclear material and/or radioactive material
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof, or radioactive matter
- the use of any nuclear reactor, atomic piles, particle accelerators, generators or similar devices
- the use, handling, transportation of any radioactive material
- any action taken by a public authority to prevent, limit, or remedy the actual or threatened release of any radioactive or nuclear materials
- any looting or rioting following these incidents.

## **Photographs, electronic data, and images**

We don't cover repairing, replacing, or fixing either:

- electronic data or files that are corrupted, damaged, or lost, including software, photographs, films, music, or other visual images or audio files stored electronically or on any other medium, unless both of the following apply:
  - the device that they're stored on was lost or damaged in an insured event covered by your policy
  - the electronic data or files were legally purchased, and you can't restore them free of charge
- hard copies of photographs, films, or other visual images that are damaged or lost. However, we'll cover the cost of reproducing hard copy photographs you've purchased from, or had produced by, a professional photographic business or retail outlet.

## **Power surge**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from power surge, unless the surge or the loss or damage caused by the surge is covered under any of the following:

- 'Flood' (however, not if you have removed cover for insured event 'Flood') on page 43

- 'Storm' on page 44
- 'Storm surge' page on 45
- 'Fire (including bushfire)' page on 47
- 'Lightning' page on 48
- 'Impact' page on 48
- 'Motor burnout' additional cover page on 66.



### **Replacement of water**

We don't cover the loss, storage, and replacement of water in any tank, container, pool, spa, and any other storage vessel unless specifically covered under insured event 'Fire (including bushfire)' on page 47.



### **Revolution, war**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from either of the following:

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



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

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from the roots of trees, shrubs, or plants. However, we'll cover damage to the building or landlord contents caused by:

- liquid escaping or overflowing from pipes or drains that are blocked or damaged by these roots to the extent the loss or damage is covered under insured event 'Escape of liquid' on page 51
- roots from a fallen tree to the extent the loss or damage is covered under insured event 'Impact' on page 48.



### **Rust or corrosion**

Unless stated otherwise in the policy we don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from rust or corrosion.



### **Sale**

We don't cover the following:

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

## **Sanctions**

We won't provide any cover, pay any claim, make any payment (including any refund), or provide any benefit under this policy, if doing so will contravene or violate any sanction, prohibition, restriction, proscription or prevention under any sanctions, laws or regulations, including but not limited to sanctions, laws or regulations of Australia, New Zealand, the European Union, the United Kingdom or the United States of America or those set out in any United Nations resolutions.

## **Seepage of water**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from water seeping or running in any of the following situations:

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

## **Squatters or trespassers**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability caused by, connected with, or arising from squatters or trespassers using or staying at the insured address.

## **Structural improvements of units**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from structural improvements:

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

## **Terrorism**

We don't cover loss, damage, cost, expense, or legal liability of any nature, directly or indirectly caused by, resulting from, in connection with, or arising from, either:

- any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to any act of terrorism.

## **Tree lopping**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from trees being lopped, felled, or transplanted by you or someone authorised by you.

## **Watercraft**

We don't cover legal liability for or caused by, connected with, or arising from using or owning any watercraft unless it's a sailboard, surfboard, wave board, canoe, kayak, non-motorised surf ski, or remote controlled model watercraft.

## **Wear, tear, and deterioration**

We don't cover loss or damage caused by, connected with, or arising from, or legal liability for or caused by, connected with, or arising from wear, tear, and deterioration of the building, unit, or landlord contents from either of the following:

- their ordinary use
- the ordinary effects of natural forces such as weather, action of light, atmospheric or climatic conditions, and rising damp.

Examples include, however, aren't limited to:

- tiles and their adhesive or grouting breaking down
- weathering of roof tiles or roof ridge capping
- weathering and breakdown of bricks, mortar, or concrete
- wear, tear, or fading of carpets, furniture, and furnishings (including curtains and drapes)
- weathering of pot plants and their pots.

## **Your employees**

We don't cover legal liability for or caused by, connected with, or arising from death or injury of your employees or damage to their property, including while they're working for you at the insured address.

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## What we cover – the details

4

# What you're covered for

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## We cover



### **If you have building cover (including Complete Replacement Cover® option)**

We cover loss or damage to the building at the insured address caused by an insured event in the period of insurance.

### **If you have landlord contents cover**

We cover loss or damage to your landlord contents at the insured address caused by an insured event in the period of insurance.

The insured events we cover are set out on pages 41 to 54.

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## Limit

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

If the loss or damage is covered under your policy, the most we'll pay for any one incident is the building sum insured, unless we say otherwise in your policy.

### **For building claims, if you have Complete Replacement Cover® shown on your certificate of insurance**

If the loss or damage is covered under your policy, the most we'll pay for any one incident is the assessed quote to repair or rebuild the building on a 'new for old' basis, unless we say otherwise in your policy.

### **For landlord contents claims**

If the loss or damage is covered under your policy, the most we'll pay for any one incident is the landlord contents sum insured, unless we say otherwise in your policy.

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## Flood

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### We cover



Loss or damage caused by flood.

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### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

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



## Storm

### We cover



Loss or damage caused by a storm.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

- loss or damage caused by actions or movements of the sea or storm surge
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, a storm and not caused by erosion, structural fault, or design fault
- loss or damage to retaining walls, revetments, sea walls, garden borders, and free-standing outdoor walls
- cracking to sealed paths, sealed roads, and sealed driveways. However, we'll cover them if they're washed away by the storm
- loss or damage to a sporting surface or court including a tennis court, squash court, or multi-court surface
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they're washed away by the storm
- damage to external paintwork of the building, if that's the only building damage caused by the storm
- loss or damage to gates or fences that a reasonable person in the circumstances would have considered were in an obvious state of disrepair before the loss or damage occurred
- the cost of cleaning your undamaged landlord contents.



A storm includes a cyclone. See section 10 'Terms and words with special meanings (definitions)' on page 113.



## Storm surge

### We cover



Loss or damage caused by storm surge that happens at the same time as other insured damage caused by storm.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

- loss or damage caused by actions or movements of the sea
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, a storm surge that happens at the same time as other insured damage caused by storm and not caused by erosion, structural fault, or design fault
- loss or damage to retaining walls, revetments, sea walls, garden borders, and free-standing outdoor walls
- cracking to sealed paths, sealed roads, and sealed driveways. However, we'll cover them if they're washed away by the storm surge
- loss or damage to a sporting surface or court including a tennis court, squash court, or multi-court surface
- loss or damage to boat jetties, pontoons, mooring poles and their attachments and accessories, including if they're washed away by the storm surge
- damage to external paintwork of the building, if that's the only building damage caused by the storm surge
- loss or damage to gates or fences that a reasonable person in the circumstances would have considered were in an obvious state of disrepair before the loss or damage occurred
- the cost of cleaning your undamaged landlord contents.



Actions or movements of the sea has a special meaning. It doesn't mean tsunami or storm surge. See section 10 'Terms and words with special meanings (definitions)', on page 108.



## Earthquake and tsunami

### We cover



Loss or damage caused by an earthquake or tsunami.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

- loss or damage caused by actions or movements of the sea or storm surge
- loss or damage that occurs more than **72** hours after the earthquake or tsunami
- loss or damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage caused by a landslide or subsidence proved to have occurred within **72** hours of, and directly because of, an earthquake or tsunami and not caused by erosion, structural fault, or design fault.



Tsunami isn't an action or movement of the sea, see section 10 'Terms and words with special meanings (definitions)' on page 108.



## Fire (including bushfire)

### We cover



Loss or damage caused by either of the following:

- fire (including bushfire)
- heat, ash, soot, and smoke that's the direct result of a fire within **100** metres of the insured address.

#### Extra costs cover in the event of bushfire

If, during the period of insurance there's a bushfire in your area, we also cover the following costs even if there's no actual physical loss or damage to the building or landlord contents:

- the cost of replacing water in any tank, container, pool, spa, and any other storage vessel where the water has either:
  - been used to limit the spread of bushfire in your area
  - become contaminated due to the use of fire retardant at the insured address
- the cost of cleaning fire retardant off the building.

If your claim is for these extra costs only, no excess applies. The most we'll pay under extra costs cover in the event of bushfire in your area is **\$1,000** for any one incident.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover loss or damage arising from any of the following:

- arcing, scorching, melting, or cigarette burns unless a fire spreads from the initial burn spot (for example, cigarette burns to carpet where no fire has spread)
- pollution or vapour from a home heater or a cooking appliance unless a fire spreads from the heater or cooking appliance
- gradual exposure to fire, heat, ash, soot, and smoke due to recurring incidents of fire or bushfire.



## Lightning

### We cover



Loss or damage caused by lightning (including power surge caused by lightning).

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

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



## Impact

### We cover



Loss or damage caused by impact (or by power surge caused by impact) at the insured address from any of the following:

- a falling tree or part of a falling tree including the roots. However, not when any of these are being carried in or by water or water is causing them to move (for example, a fallen tree being carried in a river)
  - power poles
  - TV antennas or satellite dishes, communication aerials, or masts
  - drones
  - watercraft, aircraft, motor vehicles, or trailers (however, not if any of these are stationary)
  - an object falling from a motor vehicle or aircraft
  - space debris or meteorites.
- 

Continued on next page.





## Impact (cont'd)

**We  
don't  
cover**



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

- loss or damage caused by flood or storm surge
- loss or damage to driveways, paths, paving, or underground services caused by a road vehicle, crane, or earthmoving equipment
- loss or damage to any portion of a fence that isn't owned by you (see page 90)
- loss or damage caused by trees being lopped, felled, or transplanted by you or someone authorised by you
- removing or lopping trees or branches that haven't damaged the building or your landlord contents
- the removal of tree stumps or roots still in the ground.



## Explosion

**We  
cover**



Loss or damage caused by an explosion.

**We  
don't  
cover**



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

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



## Theft or burglary

### We cover



Loss or damage caused by thieves or burglars who aren't your tenants or their guests.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover loss or damage caused by you or your tenants or their guests.



## Malicious acts and vandalism

### We cover



Loss or damage caused to the building, unit, or your landlord contents by malicious acts and vandalism by people who aren't your tenants or their guests.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover loss or damage caused by you or your tenants or their guests.

---



## Escape of liquid

### We cover



#### Sudden and unexpected loss or damage

We cover sudden and unexpected loss or damage caused by liquid escaping from any of the following:

- a drain, sewage system, or fixed pipe (not forming part of a shower floor or base or shower cubicle wall, and not overflow drains or pipes)
- a water main, fire hydrant, or the main water supply pipe to the insured address
- fixed tanks
- swimming pools or spas
- a bath, sink, toilet, basin, or a tap spindle (not forming part of a shower floor or base or shower cubicle wall)
- fixed heating or cooling systems
- a refrigerator, freezer, dishwasher, or washing machine
- a waterbed or an aquarium.

#### Gradual loss or damage

We also cover loss or damage, caused by liquid escaping from the items above, that has occurred gradually when the loss or damage, that was occurring, wasn't easily visible to a reasonable person in the circumstances.

#### Exploratory costs and related repair work

If your claim for loss or damage is covered under this insured event, we'll cover the reasonable cost of locating, at the insured address, the source of the escape of liquid and to repair and restore the damage to the building caused by the exploratory work. If we don't accept your claim under this insured event, we may provide limited cover for exploratory costs under additional cover 'Exploratory costs where liquid escaping isn't covered under insured event 'Escape of liquid'', see page 68.



## Escape of liquid (cont'd)

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

- loss or damage caused by any of the following:
  - flood, storm, or storm surge
  - erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage, or any other earth movement. However, we'll cover loss or damage caused by a landslide or subsidence you can prove happened within **72** hours of, and directly because of, liquid escaping and not because of erosion, structural fault, or design fault
- loss or damage caused by any of the following:
  - rust or corrosion unless the rust or corrosion wasn't easily visible to a reasonable person in the circumstances
  - liquid from a watering system, garden hose, agricultural pipes, or overflow drains or pipes
- loss or damage to, or caused by, liquid escaping from a shower floor or base, shower cubicle walls, shower glass screening or doors, open shower floor areas
- loss or damage to retaining wall
- costs if before we can inspect the damaged area of the building and find the cause, you do any of the following:
  - strip, remove, or dispose of materials or items without our consent. However, this doesn't apply if this was necessary for health and safety reasons, or it was done without your knowledge or against your instructions
  - carry out repairs or renovations. However, we'll cover temporary work required to make the damaged or destroyed building and insured address safe
- the cost of repairing or replacing the item from which the liquid escaped, for example, a cracked pipe or split water tank
- in relation to exploratory costs, if the source of the liquid escaping can be located without invasive work (for example, using a thermal camera) we won't pay any further exploratory work costs (or loss or damage related to any further exploratory work) after this point.



If a claim under 'Escape of liquid' is covered we'll also pay up to **\$750** extra to match or complement undamaged wall tiles in the same room, hallway, stairs, or passageway where the damage occurred. See page 93.



## Damage by an animal

### We cover



Loss or damage caused by an animal when it either:

- becomes accidentally trapped inside the building or unit
- is inside the building or unit and you or the tenant didn't know, or a reasonable person in the circumstances couldn't have known, it was there.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover loss or damage caused by any of the following:

- any animal owned by you or a tenant (or their guest) or that you, or a tenant (or their guest) are responsible for
- any animal allowed onto the insured address by you or anyone living at the insured address
- insects, vermin, or rodents. However, we'll cover damage they cause if it's covered under 'Fire (including bushfire)' on page 47 or 'Escape of liquid' on page 51.



## Riot, civil commotion or public disturbance

### We cover



Loss or damage to the building or unit or your landlord contents caused by riot, civil commotion, or public disturbance, for example, damage caused by a violent crowd moving down your street.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover loss or damaged caused by either:

- you or your tenants or their guests
- nuclear or biological devices.



## Legal liability

### We cover



#### Building legal liability

If you have building cover we cover your legal liability to pay compensation for death of or bodily injury to other people (not you), or loss or damage to their property, resulting from an incident which happens during the period of insurance in connection with either:

- you owning the building, and the incident and death, injury, loss, or damage occurs wholly within the boundaries of the insured address
- a jetty or pontoon either:
  - located within the boundaries of the insured address
  - where part of its structure begins or terminates on the insured address or is on government owned land adjoining the insured address, and the jetty or pontoon is for your use.

#### Landlord contents legal liability

If you have landlord contents cover we cover your legal liability to pay compensation for death of or bodily injury to other people (not you), or loss or damage to their property, resulting from an incident which happens during the period of insurance in connection with:

- you owning the unit or landlord contents at the insured address
- the unit at the insured address.

In respect of both building cover and/or landlord contents cover, if a claim is made against you for compensation for death or bodily injury to others or for damage to their property and your legal liability to pay compensation in respect to that claim is covered by your policy, we'll also pay all legal costs associated with defending that claim. We need to first agree to pay the legal costs before they're covered. If you incur legal costs before we first agree to pay them then in accordance with the Insurance Contracts Act 1984 (Cth) we may reduce our payment of those legal costs by an amount that fairly represents the extent to which our interests are prejudiced by you not seeking our agreement.

### We don't cover



We don't cover anything in section 3 'General exclusions' on pages 27 to 39.

### Limit



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

Additional cover that comes  
with your policy

5

When a claim for loss or damage to the building and your landlord contents is covered, you may be entitled to the additional cover in this section. The limits shown are paid in addition to the building sum insured or landlord contents sum insured, unless stated otherwise.

Some covers can also be claimed on separately to a claim for loss or damage by an insured event. All the conditions of your policy and the section 3 'General exclusions' apply to the additional covers.



In some circumstances, we may make an additional cover available to you before your claim is confirmed as covered under your policy. This doesn't mean that your claim is accepted or will be paid.



## Loss of rent following an insured event

### We cover



#### When you have building cover

If loss or damage to the building is covered under your policy and as a result of that loss or damage the building can't be lived in or can't be re-leased, we'll pay the weekly rental amount for the time it should take to repair or rebuild the building so that it can be lived in again or re-leased.

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

If the insured address is a unit and if loss or damage to your landlord contents is covered under your policy and as a result of that loss or damage the insured address can't be lived in, we'll pay the weekly rental amount for the time it should take to repair or replace the landlord contents so that the unit can be lived in again.

Continued on next page.





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

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover the costs of any of the following:

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

### Limit



#### When you have building cover

The longest period we'll pay for one incident is **52** weeks and the most we'll pay in total is up to **\$25,000**.

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

The longest period we'll pay for one incident is **52** weeks and the most we'll pay in total is up to **\$25,000**.



## Emergency repairs and other repair/rebuilding costs

### We cover



#### When you have building cover

##### Emergency repairs and make safe

When the building or parts of the building have been damaged in an incident, we'll cover the reasonable and necessary costs of any temporary work required to make the damaged or destroyed building and insured address safe from further immediate loss or damage. For example, placing safety fencing around the damaged parts of the building.

##### Other repair/rebuilding costs

If loss or damage to the building is covered under your policy, we'll cover the reasonable and necessary costs for any of the following:

- for the services of professionals, such as architects or surveyors, to repair or rebuild at the insured address
- to make the damaged building components covered under your policy comply with current home building regulations and laws. We only pay these costs if the building components complied with home building regulations and laws when they were built or when construction, repairs, renovations, or alterations were undertaken on those components
- demolishing and removing damaged parts of the building covered by your policy, but that aren't part of the scope of works, from the insured address
- removing debris, including fallen trees or branches, if the following both apply:
  - the debris has damaged the building and that damage is covered under your policy
  - removal of the debris is required in order to repair the building.

#### When you have landlord contents cover

If loss or damage to your landlord contents is covered under your policy, we'll cover the reasonable and necessary costs to dispose of those damaged landlord contents.

Continued on next page.



## Emergency repairs and other repair/rebuilding costs (cont'd)

### We don't cover



#### When you have building cover

We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover the costs of any of the following:

- removing tree stumps and roots still in the ground
- removing debris, including fallen trees or branches, or lopping trees or branches that haven't damaged the building
- upgrading undamaged parts, sections, or components of the building to comply with the current home building regulations and laws
- making the building (see page 35) comply with current home building regulations and laws if it wasn't compliant with the relevant home building regulations and laws when the building was originally built or when construction, repairs, renovations, or alterations were undertaken. For example, we won't pay to raise the building if renovations under the building didn't comply with height limits or requirements when the renovations took place
- making the building comply with current multi-residential building or fire safety regulations where either of the following apply:
  - they didn't exist when the building was originally built or when construction, repairs, renovations, or alterations were undertaken
  - the building wasn't correctly classified with your local council as a multi-residential building prior to the loss or damage occurring
- any professional fees (for example, architect's fees) related to a change to the design of the building (or to upgrade parts of it) that you choose to make.

#### When you have landlord contents cover

We don't cover disposal, storage, or removal of anything that's part of the building or that isn't landlord contents.



## Emergency repairs and other repair/rebuilding costs (cont'd)

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### Limit



#### When you have building cover

The most we'll pay for any one incident is up to **15%** of the building sum insured, unless your certificate of insurance shows that you have the Complete Replacement Cover® option (see page 72), in which case we pay the reasonable and necessary costs.

If 'Emergency repairs and other repair/rebuilding costs' covered under this additional cover don't reach this limit under this additional cover, and the building sum insured isn't sufficient to cover the scope of works, we'll pay any amount remaining under the limit of this additional cover for that scope of works.

#### When you have landlord contents cover

The most we'll pay for any one incident is up to **10%** of your landlord contents sum insured.

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## Storage of undamaged landlord contents

### We cover



If loss or damage to your landlord contents is covered under your policy and your undamaged landlord contents can't be kept at the insured address, we'll also pay the reasonable costs for both of the following:

- to store the undamaged landlord contents until your landlord contents can be kept at the insured address
- to pack, unpack, and transport the undamaged landlord contents from the insured address to the temporary place of storage (and back to the insured address).

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover storage costs:

- following loss or damage by flood, or loss or damage in storage caused by flood if you have removed cover for the insured event 'Flood'
- once your landlord contents can be returned to the insured address
- for landlord contents stored outside of Australia.

### Limit



The most we'll pay for the storage of undamaged landlord contents for any one incident is up to **10%** of your landlord contents sum insured.



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



## Mortgagee discharge costs

### We cover



If you have building cover and we pay a claim for loss or damage to the building to a credit provider that fully repays the building loan, then we'll pay the administrative and legal costs of:

- discharging the mortgage;
- removing the mortgagee from the land title on your property.

### We don't cover



We don't cover anything in section 3 'General exclusions' on pages 27 to 39. We also don't cover:

- penalty interest rate charges or early loan repayment charges imposed on you by the credit provider.

### Limit



The most we pay in any one period of insurance is **\$1,000**.



## Accidental breakage of glass

### **We cover**



#### **When you have building cover**

You can make a claim under this cover independently of a claim for loss or damage caused by an insured event.

We cover the accidental breakage, that happens during the period of insurance, of the following glass or ceramic items:

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

#### **When we pay for the whole appliance, top, or surface**

If we can't replace the glass in a cooking or heating appliance or the whole cook top or cooking surface because it isn't available (for example, it's obsolete or just unavailable at the time), then we'll pay you as a cash settlement to replace the whole appliance, top, or surface.

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

We cover the accidental breakage, that happens during the period of insurance, of the following glass items:

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

#### **We'll cover frames if necessary to replace glass**

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



## Accidental breakage of glass (cont'd)

### **We don't cover**



#### **When you have building cover**

We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

- glass in a glasshouse, greenhouse, or conservatory
- any loss or damage caused by the broken ceramic or glass item. For example, scratches or dents caused to another item or the building
- ceramic tiles
- shower bases (tiled or otherwise)
- the cost to modify any part of the building to fit any replacement cooking or heating appliance if the dimensions differ
- the cost to remove broken glass from carpets or other parts of the building or your landlord contents
- any loss or damage if the breakage doesn't extend through the entire thickness of the damaged item (for example, chips or scratches)
- loss or damage that's covered under an insured event listed on pages 41 to 54, as you can make a claim for loss or damage under the applicable insured event.

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

We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

- any accidental breakage which has occurred while the items are in the open air
- any loss or damage caused by the broken ceramic or glass item. For example, scratches or dents caused to another item
- drinking glasses and any glass or crystal items normally carried by hand, or handheld mirrors
- the screen or glass of any computer, television set, or other type of visual or audio electronic device
- glass that's part of a vase, decanter, jug, fishbowl, ornament, or light globe
- the cost to remove broken glass from carpets or other parts of the building, unit, or landlord contents
- any loss or damage if the breakage doesn't extend through the entire thickness of the damaged item (for example, chips or scratches)

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## Accidental breakage of glass (cont'd)

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### We don't cover



- loss or damage that's covered under an insured event listed on pages 41 to 54, as you can make a claim for loss or damage under the applicable insured event.

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### Limit



The most we'll pay are the reasonable and necessary costs. This limit is paid within the building or landlord contents sums insured.

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## Motor burnout

### We cover



You can make a claim under this cover independently of a claim for loss or damage caused by an insured event.

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

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

and the motor is less than **7** years old.

Cover includes the reasonable cost to repair or replace the following:

- the electric motor or compressor containing the motor
- an entire sealed unit, filter, dryer, and re-gassing if the electric motor is inside a sealed refrigeration or air conditioning unit
- a swimming pool water pump, combined with its electric motor, if the replacement pump motor can't be bought on its own. We'll engage a member of our supplier network to review your quote or inspect the motor (or do both) to determine if it can be repaired or replaced.

### Repairing your motor

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

### We'll replace your motor in some circumstances

If the quoted cost to repair the electric motor or motor in an appliance is more than the cost of replacement, the motor can't be repaired, or the motor isn't available (for example, it's obsolete or just unavailable at the time), you have the option for a replacement of an equivalent motor or motor in a sealed unit of the same specification and standard available at the time of the loss or damage.

If you don't accept the offer, you'll be paid the value of our replacement motor. This may be less than what it would cost you to arrange the replacement in the market as we're able to secure supplier discounts from within our supplier network.

Continued on next page.



## Motor burnout (cont'd)

### We cover



#### Paying you

If you've already had the motor repaired or replaced when you lodge a claim, this means we're not able to repair or replace the motor or arrange for someone to do this and we'll pay you the reasonable cost of the repair or replacement of the motor. This also means the second dot point under the heading 'What you must not do' on page 82 doesn't apply to motor burnout.

#### Replacing the whole appliance

If a member of our supplier network determines that the cost to repair or replace the motor is more than the cost to replace the whole appliance containing the motor, you have the option for a replacement of the whole appliance of the same specification and standard available at the time of the loss and damage, sourced through our supplier network. If you don't accept the offer, you'll be paid our suppliers quoted cost to replace the item through our supplier network.

This may be less than what it would cost you to arrange the replacement in the market as we're able to secure supplier discounts from within our supplier network.

### We don't cover



We don't cover anything in section 3 'General exclusions' see page 27 to 39. We also don't cover any of the following:

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

### Limit



Any claim covered under this additional cover will be settled in addition to the building sum insured or the landlord contents sum insured (where relevant).



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

### We cover



You can make a claim under this cover independently of a claim for loss or damage caused by an insured event.

If you have building cover, we'll cover the exploratory costs for the following:

- locating the source of liquid escaping at the insured address
- repairing and restoring the damage to the building caused by the exploratory work if the escape of liquid first happens during the period of insurance.

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

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover either of the following:

- loss or damage caused by flood if you have removed insured event 'Flood'
- if the source of the liquid escaping can be located without invasive work (for example, using a thermal camera), we won't pay any further exploratory work costs, or loss or damage related to any further exploratory work after this point.

### Limit



The most we'll pay are the reasonable and necessary exploratory costs for each incident.



## Damage from physical injury or incident

### We cover



You can make a claim under this cover independently of a claim for loss or damage caused by an insured event.

We cover damage to and/or soiling of your:

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

at the insured address during the period of insurance caused by:

- physical assaults or death
- forensic or police investigations associated with the above.

Also included are the resultant costs of:

- specialist forensic and other cleaning services
- removal of bio-hazard materials.

### We don't cover



We don't cover anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover odour removal.

### Limit



The most we'll pay for any one incident is **\$15,000**.

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Optional cover you can pay extra for

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If an optional cover applies to your policy, it will be shown on your certificate of insurance. All of the conditions of your policy apply to the optional covers. When you take out cover, we tell you your premium, which includes the cost of any optional covers you have chosen.

## **Complete Replacement Cover®**

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

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

This optional cover means the most we'll pay for loss or damage to the building for any one incident under 'What we cover' if you have building cover (see page 42) is the assessed quote to either repair or rebuild the building on a 'new for old' basis. You won't have a building sum insured.

### **Complete Replacement Cover® Limit**

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



# Tenant Protection

The Tenant Protection optional cover has four benefits:

1. Loss of rent – tenant default (tenant doesn't leave, tenant leaves permanently, death of sole tenant, and Tribunal order)
2. Theft or burglary by tenants or their guests
3. Malicious acts or vandalism by tenants or their guests
4. Replacement of locks.

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



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

- Loss of rent – tenant default (except for death of sole tenant)
- Theft or burglary by tenants or their guests
- Malicious acts or vandalism by tenants or their guests

we exclude cover for any amount less than four **(4)** times the weekly rental amount. This means you'll need to have suffered loss (or damage) of an amount equivalent to, or greater than, four **(4)** times the weekly rental amount to have cover.

This amount is not an excess that you pay to us.



## 1. Loss of Rent - tenant default

### We cover



#### Tenant stops paying but doesn't leave

- If your tenant stops paying the weekly rental amount in the period of insurance but doesn't leave, then subject to the most we'll pay below, we'll pay the weekly rental amount for either:
  - up to **15** weeks if your rental agreement is on a fixed term basis
  - up to **2** weeks if your rental agreement is on a periodic basis.

Cover will commence from the date the tenant stops paying any rent until the earliest of the following times:

- the date you re-let the insured address
- the date the tenant's rental agreement comes to an end
- the **15** week or **2** week limit (whichever applies) is reached.

### We don't cover



Anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover loss of rent if:

- the tenant hasn't breached your rental agreement by failing to pay rent
- we've paid a previous claim under 'Loss of rent – tenant default' in respect of the same tenant in the same period of insurance
- the rent was already in arrears when you first purchased this policy
- you've agreed to a reduction in rent with the tenant
- you don't have a rental agreement in place with the tenant
- you've already been compensated for your loss under the additional cover 'Loss of rent following an insured event' see page 56
- you haven't taken all steps available to you under the Residential Tenancies Act, or other relevant state or territory legislation, to remedy non-payment and evict the tenant. For example, sending any notices for non-payment, filing an application to recover funds, and seeking an order to evict the tenant from the relevant Tribunal or court or terminating the rental agreement.

### Limit



The most we'll pay for any one incident is **\$6,000**.



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

### We cover



#### Tenant stops paying rent and permanently leaves

If your tenant permanently leaves during the period of insurance without giving you notice as required under your rental agreement, then subject to the most we'll pay below, we'll pay the weekly rental amount if it's not paid to you for a period up to either:

- **15** weeks if your rental agreement is on a fixed term basis
- **2** weeks if your rental agreement is on a periodic basis.

Cover will commence from the date the tenant stops paying any rent until the earliest of the following times:

- the date you re-let the building
- the date the tenant's rental agreement comes to an end
- the **15** week or **2** week limit (whichever applies) is reached.

### We don't cover



Anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover loss of rent if:

- the tenant hasn't breached your rental agreement by failing to pay rent
- the rental agreement could have been legally terminated by you
- we've paid a previous claim under the 'Loss of rent – tenant default' in respect of the same tenant in the same period of insurance
- the rent was already in arrears when you first purchased this policy
- you've already been compensated for your loss under the additional cover 'Loss of rent following an insured event' see page 56
- you don't actively seek a new tenant. This may include advertising the property for rent and arranging for the property to be viewed by prospective tenants.

### Limit



The most we'll pay for any one incident is **\$6,000**.



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

**We  
cover**



### Death of sole tenant

If your tenant is a sole tenant and that person dies during the period of insurance and before the end of their rental agreement, we'll pay the weekly rental amount for **2** weeks from the date of their death.

**We  
don't  
cover**



Anything in section 3 'General exclusions' see pages 27 to 39.

**Limit**

The most we'll pay is the weekly rental amount for **2** weeks.

**We  
cover**



### Tribunal order

If your rental agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority on the grounds of hardship on the part of the tenant during the period of insurance, we'll pay the weekly rental amount for up to **4** weeks.

Cover will commence from the date the Tribunal order takes effect for up to the earliest of the following times:

- the date you re-let the building
- the limit for this cover is reached.

**We  
don't  
cover**



Anything in section 3 'General exclusions' see pages 27 to 39.

**Limit**

The most we'll pay is the weekly rental amount for up to **4** weeks.



## 2. Theft or burglary by tenants or their guests

---

### We cover



Loss or damage caused by theft or burglary by your tenants or their guests during the period of insurance.

---

### We don't cover



Anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

- loss or damage when we've accepted a previous claim under this cover in relation to the same tenant in the period of insurance
- loss or damage if you don't have a rental agreement in place
- loss or damage to the building if you don't have building cover or to landlord contents if you don't have landlord contents cover.

---

### Limit



The most we'll pay for all incidents in the period of insurance is **\$20,000**.

---



### 3. Malicious acts or vandalism by tenants or their guests

---

#### **We cover**



Loss or damage caused by malicious acts or vandalism by your tenants or their guests during the period of insurance.

---

#### **We don't cover**



Anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

- accidental or unintended loss or damage
- loss or damage to the building if you don't have building cover or to landlord contents if you don't have landlord contents cover
- the cost of cleaning, repairing, or restoring the building or landlord contents caused by neglect, or untidy, unclean, or unhygienic habits of the tenant or their guests, such as the cost of cleaning, repairing, or removing:
  - liquid (including urine) or food stains
  - odours
  - abandoned items or rubbish
  - drawing or painting on walls
  - water damage and stains from over-watering plants
  - water damaged carpets, flooring, cupboards, or vanity units caused by water splashing from showers, sinks, or baths
- loss or damage when we've accepted a previous claim under this cover in respect of the same tenant
- loss or damage if you don't have a rental agreement in place.

---

#### **Limit**



The most we'll pay for all incidents in the period of insurance is **\$30,000**.

---



## 4. Replacement of locks

### We cover



We cover the costs of rekeying or replacing (whichever is less) keys, locks, and cylinders on external doors and windows, and replacing remote control garage opening devices of the insured address if your tenant either:

- permanently leaves the insured address without giving you or your agent the notice required by the rental agreement
- is legally evicted from the insured address

during the period of insurance and the tenant hasn't returned the keys or remote control garage opening device to you or your agent.

We'll settle the claim by paying you by direct deposit. This means that we won't repair or replace or arrange for a service.

### We don't cover



Anything in section 3 'General exclusions' see pages 27 to 39. We also don't cover any of the following:

- spare sets of keys
- the replacement of keys, locks, and cylinders when we've accepted a previous claim under this '4. Replacement of locks' cover in respect of the same tenant
- the cost if you don't have a rental agreement in place.

### Limit



The most we'll pay for any one incident is **\$800** in total.

If your claim is solely for 'Replacement of locks' no excess applies.

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## Making a claim

7

# Making a claim

## What you must do

You must do the following:

- make your claim within a reasonable period of time of the loss or damage occurring
- allow us to inspect the damaged building and/or landlord contents
- allow us to arrange for experts to assess the damaged building and/or landlord contents and to quote on repair or replacement
- arrange for all contents to be moved and stored to facilitate repairs to the building. Note: if you have landlord contents cover with us, some cover may be available under 'Storage of undamaged landlord contents' on page 61
- provide us with a quote(s) for repair or replacement if we ask you to
- provide us with copies of entry/exit and routine building inspection reports along with photographs to support a claim for damage if we ask for this
- provide us with any inspection report you might have obtained prior to purchasing the building
- when requested, provide us with proof of loss, ownership, and value
- provide us with information, co-operation, and assistance in relation to the claim (including attending interviews or giving evidence in court if required)
- allow us, or a person nominated by us, to recover, salvage, or take possession of parts of the building or landlord contents when we replace or pay you the full sum insured or the total cost to repair or rebuild the building. When we ask, you must send any items to us, or cooperate in our collection or retrieval of such items.

## What you must not do

You must not do any of the following:

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

## **Legal liability claims**

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

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

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

## **If you don't comply**

If you don't comply with 'What you must do' and 'What you must not do' or what you must do under 'Legal liability claims' we can do either or both of the following:

- reduce or refuse to pay your claim (see page 12)
- cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth).

If you unreasonably delay reporting your claim, we won't pay for any additional loss, damage, or liability caused by your delay.

## **If we decline a claim or don't pay your claim in full**

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

## **How to establish your loss**

### **Establish an incident took place**

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

We may obtain either of the following from the police:

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

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

### **Describe your loss or damage**

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

### **Proving loss, ownership, and value**

You must give us proof of loss, ownership, and value of the items claimed when we request it.

Allowing us, a repairer, or an expert appointed by us, to look at what's damaged is usually all that's needed to prove your loss. Sometimes we might ask you to produce a copy of the most recent plans and drawings for the building, photographs of the building, or other proof that supports the extent of the loss you've suffered.

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

The type of proof we might ask for includes the following:

- proof of purchase (for example, a sales receipt that has the item description or code, a purchase price, date purchased, and where the item was purchased)
- proof of inheritance
- a valuation from a qualified professional valuer
- original operating manual, manufacturer's box
- certificate of authenticity
- close-up photograph
- a full description of the item (for example, brand, model).

For more valuable items including paintings, pictures, works of art and sculptures, we'll ask for more evidence to substantiate your claim than we might for less expensive items. For an individual item over **\$3,000**, we'll ask for proof of purchase (for example, a sales receipt), a valuation from a qualified professional valuer and a close-up photograph of the item as a minimum.

We won't accept a statutory declaration as proof of your ownership and value if that's the only proof you have.

## **How we settle building claims**

We'll aim to use a member of our supplier network to repair or rebuild the damage to the building. This isn't always possible, for example, if there's pre-existing damage. This will determine how the building claim will be settled. If we settle your claim by paying you, we'll pay you by direct deposit.

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

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

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

## If your policy has a building sum insured

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If the amount of our builder's assessed quote to repair or rebuild the building on a 'new for old' basis is less than the building sum insured we'll offer you the choice to have the building repaired or rebuilt (based on the recommendation of our builder).

If the amount of our builder's assessed quote to repair or rebuild is more than the building sum insured, the damage won't be repaired or rebuilt.



If you accept the offer



If you choose to not accept the offer



You'll be paid the building sum insured.



The builder we engage will be authorised to complete the repair or rebuild on a 'new for old' basis.



You'll be paid the amount of our builder's assessed quote to repair or rebuild on a 'new for old' basis.

**Note:** this amount to repair or rebuild may be less than what it would cost you to arrange the repairs or rebuild with your own builder. We're able to secure supplier discounts from within our supplier network.

---

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

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

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

If your builder's assessed quote is appropriate and reasonable for the scope of works, we'll then pay you the amount of your builder's assessed quote. If it isn't, the quote may be adjusted. This may include, adjusting the scope of works or the quote. We'll then pay you the adjusted amount of the quote.

## When you have a building sum insured and we settle your building claim

We won't do any of the following:

- pay more than the relevant sum insured or policy limit
- pay extra because you paid more for an item when it was originally purchased
- pay extra to repair or rebuild the building to a better standard, specification, or quality than it was before the loss or damage occurred except as stated in 'New for old' (see page 89) or unless stated otherwise in your policy
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that aren't covered by your policy (see section 3 'General exclusions' on page 32)
- fix or pay to fix pre-existing damage (unless your policy provides otherwise).

### If your policy has optional Complete Replacement Cover®

We offer you the choice to have the building repaired or rebuilt (based on the recommendation of our builder).



If you accept the offer



The builder we engage will complete the repair or rebuild on a 'new for old' basis.



If you choose not to accept the offer



You'll be paid the amount of our builder's assessed quote to repair or rebuild on a 'new for old' basis. **Note:** this amount to repair or rebuild may be less than what it would cost you to arrange the repairs or rebuild with your own builder. We are able to secure supplier discounts from within our supplier network.

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

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

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

If your builder's assessed quote is appropriate and reasonable for the scope of works, we'll then pay you the amount of your builder's assessed quote. If it isn't, the quote may be adjusted.

This may include, adjusting the scope of works or the quote. We'll then pay you the adjusted amount of the quote.

## **When you have Complete Replacement Cover® and we settle the building claim**

We won't do any of the following:

- pay extra because you paid more for an item when it was originally purchased
- pay extra to repair or rebuild the building to a better standard, specification, or quality than it was before the loss or damage occurred except as stated in the meaning of 'new for old' (see page 89) or unless stated otherwise in your policy
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that aren't covered by your policy (see section 3 'General exclusions' on page 27)
- fix or pay to fix pre-existing damage (unless your policy provides otherwise).

## **How we settle your landlord contents claims**

When your claim for loss, theft, or damage to your landlord contents is covered, your landlord contents may be replaced, repaired, or we may pay you. We'll aim to use a member of our supplier network to repair or replace damaged landlord contents. This isn't always possible, and this will determine how your landlord contents claim will be settled.

This won't be possible where:

- there's pre-existing damage to your landlord contents item(s) or it is unsafe to repair them
- we don't have a supplier for the lost or damaged items (or we don't have a supplier available in your area)
- the lost or damaged items can't be itemised or measured (for example, items that have been completely destroyed)
- there's no expertise available in Australia to repair the item (for example, artwork)
- the landlord contents are low value items
- replacement(s) for the landlord contents item(s) aren't available readily at a supplier(s) convenient to you.

We'll tell you if this is the case and we'll settle your claim by paying you, see 'Paying you' below.

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

If the cost of repair or replacement exceeds your landlord contents sum insured or limit, you'll be paid your landlord contents sum insured or the applicable limit.

## **Repairing your landlord contents**

We'll engage a repairer within our supplier network who's able to complete the repairs to your landlord contents to provide a quote and we'll assess that quote (see below). If the assessed quote to repair the item is less than the cost of replacement, we'll authorise the repairs.

## Replacing your landlord contents

If the assessed quote to repair is more than the cost of replacement on a 'new for old' basis or if the landlord contents item can't be repaired, you have the option to accept a replacement on a 'new for old' basis sourced through our supplier network. See page 89 for what 'new for old' means.

## Paying you

We'll pay you to settle your claim:

- if you don't accept an offer to repair the landlord contents item, you'll be paid our supplier's assessed quote to repair the item
- if you don't accept an offer to replace the landlord contents item, you'll be paid the amount of our supplier's assessed quote to replace the item through our supplier network. This may be less than what it would cost you to arrange the replacement in the market. We're able to secure supplier discounts from within our supplier network
- if it isn't possible for us to repair or replace damaged landlord contents, you'll be paid the amount of your repairer's/supplier's assessed quote to repair or replace them on a 'new for old' basis.

To work out the amount of the assessed quote we'll review the quote(s) provided by our supplier or if it isn't possible for us to repair or replace the damaged landlord contents, the quote(s) you've provided to repair or replace the damaged landlord contents, and assess those quote(s) to make sure that each quote is appropriate and reasonable for the scope of services or goods. This includes a consideration of the appropriateness of materials, repair method, labour and material costs, and overall cost assessed to repair or replace the landlord contents on a 'new for old' basis.

We'll pay you by direct deposit, or if available, you can choose to be paid with a voucher, store credit, or stored value card.

## When we settle your landlord contents claim

We won't do any of the following:

- pay more than the relevant sum insured or policy limit
- pay extra to replace landlord contents item to a better standard, specification, or quality than it was before the loss or damage occurred except as stated in the meaning 'New for old' below
- fix or pay to fix pre-existing damage
- fix inherent defects, structural defect, structural fault and/or faulty/poor workmanship that aren't covered by your policy (see section 3 'General exclusions' on page 32)
- pay extra because you paid more for that item when it was originally purchased
- pay for any decrease in the value of a pair, set, or collection when the damaged or lost item forms part of the pair, set, or collection. We pay only for the repair or replacement of the item which was damaged or lost.



## 'New for old'

'New for old' means all the following:

- rebuild, replace, or repair with new items or new materials that are reasonably available at the time of rebuild, replacement, or repair from Australian suppliers
- rebuild, replace, or repair regardless of age, with no allowance for depreciation
- rebuild, replace, or repair to the same type, standard, and specification (however, not brand) as when new. If the same isn't reasonably available from an Australian supplier, we'll rebuild, replace, or repair with items or materials of a similar type, standard, and specification as when new. We can rebuild, replace, or repair with a different brand.



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

'New for old' doesn't mean either of the following:

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

## When 'new for old' may differ

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

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

### Obsolete electrical appliances

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

### Paintings, pictures, works of art, antiques, sculptures, and art objects

For these items, 'new for old' means that if the item can't be replaced 'new for old' or repaired, we'll pay you what it would have cost to buy the item immediately before the loss or damage occurred, up to the relevant limit in your policy. We may engage an expert to help determine this.

## Building claims

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

## Obsolete electrical appliances

For obsolete electrical appliances that are part of the building, 'new for old' means, replacing or repairing that item to an equal specification (however, not brand). If this isn't available, it means to the nearest better specification available. It can be a different brand. We don't repair or replace, or pay you for, electrical or electronic items that were no longer able to be used for the purpose they were intended prior to the incident covered by your policy.

## Shared fences

If we pay a claim for loss or damage to shared fences, we'll only settle the claim by paying you the amount of your repairer's/supplier's assessed quote to repair or replace them on a 'new for old' basis. This means that we won't repair or replace or arrange for a service. A shared fence is one that is on a boundary line between two properties and ownership is shared equally by the owners. We'll only pay you for your proportion of the ownership of a shared fence.

If we settle your claim by paying you, we'll pay you by direct deposit.

## When we authorise the repair or rebuilding of the building

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

## Repairing or rebuilding damaged parts

Only parts that are damaged (where this damage is covered by your policy) will be repaired or rebuilt. Apart from the limited circumstances where undamaged parts will be repaired or rebuilt (see 'When we'll pay extra in relation to undamaged parts' on page 91) this policy doesn't cover you to replace undamaged parts, such as when:

- **one garage door is damaged**  
only the damaged door will be repaired or replaced, not other doors.
- **roof tiles are damaged**  
only the damaged tiles will be repaired or replaced, not the undamaged tiles, even if the undamaged tiles are faded or have a different profile and don't match to the new ones used for repairs.
- **roof sheeting is damaged**  
only the damaged roof sheeting will be repaired or replaced, not the undamaged roof sheeting, even if the closest match available is a different shade, colour, finish, material, or profile to the undamaged roof sheeting.
- **an external wall is damaged**  
only the damaged parts of the wall will be repaired or replaced, not undamaged areas of the wall or other sides of the building.

## When we can't match materials to undamaged parts

---

If we can't find new materials to match undamaged parts, then under 'New for old' we'll offer to repair or rebuild using new materials of a similar type, standard, and specification to the damaged parts of the building when new and that are reasonably commercially available in Australia and compliant with current home building regulations. It may not be the same brand, line, or product.



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



You can pay the extra cost of replacing the undamaged part to achieve a uniform appearance with the materials we've found. See also 'When we'll pay extra in relation to undamaged parts' below as there are some limited circumstances where we'll pay extra to repair or rebuild undamaged parts.



We can pay you our builder's assessed quote for repairing or rebuilding using materials that are the closest match available that has been quoted by one of our suppliers based on the materials we've found.

This assessed quote may be less than what it will cost you to arrange the repairs or rebuild within the building market. We're able to secure supplier discounts from our supplier network.

## When we'll pay extra in relation to undamaged parts

If we can't match the materials with the undamaged parts, we'll pay extra to rebuild or repair undamaged parts to achieve a uniform appearance in the following limited circumstances:

- **wall tiles are damaged**  
we'll pay to replace undamaged wall tiles in the same room, stairs, hallway, or passageway\* so they match or complement new tiles used for repairs.
- **other wall coverings are damaged**  
(for example, paint, wallpaper, and wood panels, however, not tiles) we'll pay extra to paint, wallpaper, or replace undamaged wall coverings in the same room, stairs, hallway, or passageway\* where the damage occurred.
- **floor coverings are damaged (including tiles)**  
we'll pay extra so that continuously joined undamaged floor coverings of the same material in the same room, stairs, hallway, or passageway\* where the damage occurred will have a uniform appearance. This doesn't mean that we'll always replace the undamaged floor coverings. Sometimes a repair (for example, sanding or other floor treatment) may be possible to achieve a uniform appearance.
- **kitchen cabinets, cupboards or benchtops are damaged**  
we'll pay extra to replace undamaged parts of the same cabinet, cupboard, or benchtop so that they match the repaired parts.

\*See pages 93 to 94 for 'What we mean by same room, stairs, hallway, or passageway'.



Same cabinet, cupboard, or benchtop means all the following:

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

See the case study below for a visual explanation.

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



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



In relation to a claim under insured event 'Escape of liquid' page 51, the most we'll pay under 'When we'll pay extra in relation to undamaged parts' for wall tiles is **\$750**.

## Kitchen case study

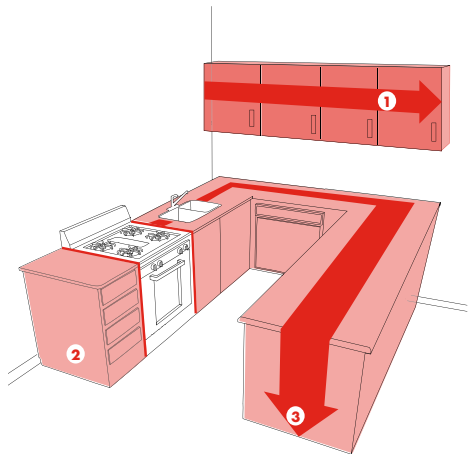
The extent of repairs carried out to match undamaged areas in a kitchen.

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

- continuously joined
- on the same level
- made of the same material.

In this kitchen case study Areas 1, 2 and 3 will be treated as separate sections. The oven breaks up the bottom level into two sections (for example, if only section 2 is damaged, we won't pay to replace sections 1 and 3).

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



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

### Same room

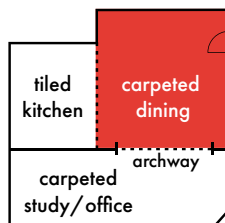
A room is an area starting and finishing at any of the following:

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

A room isn't the same room if there's a change in floor elevation in the room flooring.

A hallway next to a room isn't the same room, even if it has the same continuously joined floor covering.

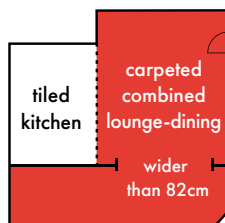
Any archway or similar opening separates a room unless it's a combined lounge-dining room.



### Combined lounge-dining room

We'll only combine rooms with a shared doorway, archway, or similar opening when all the following apply:

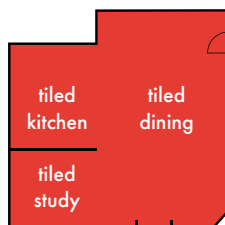
- they're lounge and dining rooms
- the elevation in the flooring is the same in both rooms
- the shared doorway, archway, or similar opening is wider than **82cm**
- the floor or wall covering is the same in both rooms.



### Open plan areas

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

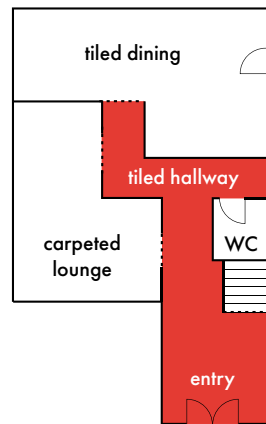
- a change in the floor or wall covering
- there's a change in elevation in the floor
- the start of a hall or passageway
- the nearest wall, doorway, archway, or similar opening.



## Same passageway or hallway

A passageway or hallway has the same meaning as a room. We won't combine a hallway and a room.

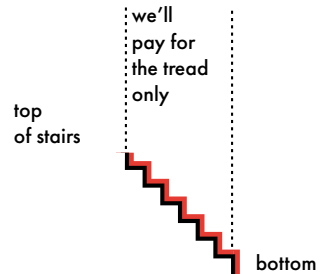
A passageway or hallway isn't the same passageway or hallway, if there's a change in elevation in the passageway or hallway flooring.






## Same stairs

Side view of stairs

The same stairs is the top of the treads only on the stairs and not the room (or the landing) at the top of the stairs.



## Legend

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

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

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

- if the building has an inherent defect, fault, or poor workmanship (see section 3 'General exclusions', on page 32), it isn't covered and we won't pay to fix it. This is the case whether you knew about the inherent defect or fault (or not). For example, we wouldn't fix structural posts, beams, or load bearing walls that have been removed without taking into account structural engineering requirements.
- if an inherent defect, fault, or poor workmanship causes or contributes to loss or damage to the building, that resultant damage isn't covered, however, only if you knew about the

inherent defect or fault or should've reasonably known about it (see section 3 'General exclusions', on page 32). For example, your roof has a fault (and you knew about the fault because you've been told about it by a tradesperson) and this allows rain to enter during a storm, we won't pay to fix that resultant water damage.

- if a member of our supplier network is unable to complete the repairs or rebuild damage covered by your policy (for example, because an inherent defect, fault, or poor workmanship in any building component won't support the repairs) we'll pay in accordance with 'How we settle building claims' on page 85 as if the building component didn't have the inherent defect, fault, or poor workmanship. This is the case whether you knew about the inherent defect, fault, or poor workmanship (or not). For example, a defective load bearing wall won't support the repairs needed to the ceiling. We pay you the cost to repair the damage to the ceiling as if the building didn't have the defective load bearing wall.

## **How we deal with the presence of asbestos**

We don't cover the cost to remove asbestos or its derivatives from the insured address unless the cost is incurred to repair or rebuild loss or damage to the building covered under your policy. However, only to the extent removal is necessary to repair the insured building damage or for demolition if the building is required to be rebuilt.

## **Changes to the building**

### **If you want to change the design of the building**

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

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

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

## **Landlord contents claims**

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

### **Undamaged landlord contents**

Apart from the limited circumstances where we'll repair or replace undamaged landlord contents (see 'When we'll pay extra in relation to undamaged parts' on page 91) we won't replace undamaged landlord contents. For example, if a lounge chair which is part of a suite is damaged beyond repair, we'll pay to replace that chair, not the whole lounge suite.

## When we can't match materials to undamaged parts

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If we are repairing or replacing your landlord contents and we can't find new materials to match undamaged parts, we'll use new materials of a similar type, standard, and specification that are reasonably and commercially available in Australia. It may not be the same brand, line, or product.



If you aren't satisfied with the materials we find, you have two options before we commence the repair or replacement:



If we agree, you can pay the extra cost of replacing undamaged parts of your landlord contents to achieve a uniform appearance. See also 'When we'll pay extra in relation to undamaged parts' below as there are some limited circumstances where we'll pay extra to repair or replace undamaged parts.



We can pay you the assessed quote of repairing or replacing using materials that are the closest match available as quoted by a member of our supplier network. The assessed quote may be less than what it will cost you to repair or replace the item. We're able to secure supplier discounts from our supplier network.

## When we'll pay extra in relation to undamaged parts

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

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

\*See pages 93 to 94 for 'What we mean by same room, stairs, hallway, or passageway'.

## Deductions from your claim

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

- unpaid excesses
- unpaid premium including any unpaid or remaining instalments for the unexpired period of insurance (if any)
- input tax credit entitlement, see page 101.



## **After we pay your claim**

### **Guarantee on work we authorise**

We guarantee the quality of the workmanship for all authorised repairs if we have selected and directly authorised a supplier.

### **Potential impact on cover and premiums**

#### **After a building claim**

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

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

#### **After a landlord contents claim**

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

### **Salvaged building and landlord contents items**

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

## **Our right to recover from those responsible**

### **We can take legal action in your name to recover your loss**

We have the right (and your permission) to take action or start legal proceedings to recover your loss from any person or entity who is or would be liable to you for that loss. We can do this if both of the following apply:

- you've suffered loss or damage or incurred a legal liability as a result of an incident covered by this policy
- you've made a claim with us for that incident.

'Your loss' means your insured, underinsured, or uninsured loss or damage or legal liability, costs, payments made, and expenses in relation to the incident.

### **When we take action or start legal proceedings**

Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We'll have full discretion over the conduct and any settlement of the recovery action.

## **We can take over and continue legal action you've already started**

We also have the right (and your permission) to take over and continue any action or legal proceedings you've already started against any person or entity who is or would be liable to you for your loss, if you make a claim with us for your loss. We can exclude your loss from a class or representative action.

If your loss is part of any class or representative action that hasn't been started under our instructions, we also have the right (and your permission) to exclude your loss from that class or representative action.

We'll do this so we can instead include your loss in any separate legal proceedings which are or will be started under our instructions.

## **You must help us recover your loss however you reasonably can**

You must provide us with all reasonable assistance, cooperation, and information to help us recover your loss.

This may include any of the following:

- providing a more detailed version of events, and possibly completing a diagram, statement, or affidavit
- providing us with any documents we need to prove your loss
- providing copies of any available photographs or footage of the incident
- lodging a police report or obtaining relevant documents (for example, applying for records from the police, fire and rescue, councils, and other entities (when we can't request them ourselves))
- attending court or meetings with our legal and other experts (only if required)
- providing evidence and documents relevant to your claim and signing such documents, including signed statements and affidavits we reasonably request.

We'll pay the cost of filing the police report and relevant searches to locate the third party.

We'll also cover costs you incur to attend court up to **\$250** in total per claim.

## **You must not agree or admit to anything that can limit your and our rights to recover your loss**

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

Important things to know – our  
contract with you

8

## About your premium

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

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



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

### You must pay your premium to be covered

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

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

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

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

### Late annual renewal payments

If you don't pay the premium due on renewal by the due date, you have no cover from the due date.

### Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue, we'll let you know, and under the Insurance Contracts Act 1984 (Cth) we can cancel your policy either:

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

## All joint policyholders can administer this policy

When you insure the building and/or landlord contents in the names of more than one person, and all of those people are named as the insured on your certificate of insurance, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy. The reason for this is that joint policyholders each have an interest or ownership in the building and/or landlord contents.

We'll treat a statement, act, omission, claim, request, or direction (including a request to change or cancel your policy) made by one policyholder (either before the purchase of this policy or during the period of insurance), as a statement, act, omission, claim, request, or direction by all policyholders. A policyholder means a named insured on your certificate of insurance.

However, if at the time you ask us to action certain changes to your policy (for example, when you ask us to cancel your policy, remove an item, or remove another policyholder), your circumstances indicate you may no longer have authority to act on behalf of another joint policyholder, then we might ask all joint policyholders before we action that request or direction.

## We'll consider the conduct of others when you make a claim

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

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

You must tell us about the input tax credit (ITC) you're entitled to for your premium and your claim, each time you make a claim. If you don't give us this information or if you tell us an incorrect ITC, we won't pay any GST liability you incur.

Our liability to you will be calculated taking into account any ITC to which you're entitled for any acquisition which is relevant to your claim, or to which you would've been entitled had you made a relevant acquisition.

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

This outline of the effect of the GST on your policy is for general information only.

You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

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

# What happens with cancellations or removal of cover

## Cancellation by you or removal of cover

For each policy you cancel or cover you remove (unless your chosen cover can't be removed), we'll refund the premium already paid for the remaining period of insurance for that policy or cover, less any non-refundable government charges. We won't give a refund if the refund is less than **\$10**.

If you pay by instalments, on cancellation you agree to pay us any portion of the premium that's owing. You authorise us to deduct any unpaid instalments by direct debit from the account or card you previously nominated for payment.

## Cancellation by us

We can cancel your policy in line with the requirements under the Insurance Contracts Act 1984 (Cth). For each policy cancelled, we'll refund the premium already paid for the remaining period of insurance for that policy, less any non-refundable government charges. We won't refund amounts less than **\$10**.

If we cancel your policy due to fraud, we won't refund any money to you.

## General Insurance Code of Practice

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

The Code Governance Committee is an independent body which monitors and enforces the Code and has powers to impose sanctions on Code subscribers for non-compliance.

## Report insurance fraud

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

We actively pursue fraudulent and inflated claims.

Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

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

To report suspected insurance fraud call: 1300 881 725.

Let's work together to reduce the impact of insurance fraud on the community.



## How to contact us with a complaint

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### Let us know

If you experience a problem, aren't satisfied with our products or services or a decision we've made, let us know so that we can help.

Contact us:

**By phone:** 13 22 44

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

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

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### Review by our Customer Relations Team

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

**By phone:** 1300 240 437

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

**In writing:** AAMI Customer Relations Team,  
PO Box 14180,  
Melbourne City Mail Centre VIC 8001

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

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

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

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### Seek review by an external service

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

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

You can contact AFCA:

**By phone:** 1800 931 678

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

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

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

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## Terms and words with special meanings (definitions)

10

Some terms and words in this policy have a special meaning (definition) which applies to them.

It's important to read this section because it gives the meaning which applies to those terms and words which can impact how your policy is interpreted. If a term or word doesn't have a special meaning, then it just has its ordinary meaning.

### **Actions or movements of the sea**

This term means any of the following:

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

It doesn't include a tsunami or storm surge.

### **Agent**

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

### **Aquarium**

This word means a large glass tank filled with water in which people keep animals (usually fish) and unlike a fishbowl, isn't easily carried or moved.

### **Building**

See 'We cover as the building' on page 20 and 'We don't cover as the building' on page 21.

### **Building sum insured**

This term means the amount stated as the building sum insured on your certificate of insurance. See page 23.

### **Business activity**

This term means either of the following:

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

It doesn't mean the tenancy of the building or unit.

### **Can't be lived in**

This term means destroyed or made completely or partially unfit to live in. This might include if the utilities aren't available, or it isn't safe to live in.

### **Cannot be re-leased**

This term means unable to be leased again.

### **Certificate of insurance**

This term means the latest certificate of insurance, including the insurance account, we've given you. It's an important document as it shows the covers you've chosen and other policy details.

**Common property**

This term means land or building (or any part of the building) areas on strata title or community title at the insured address which is required to be insured by the owners corporation or similar body under the relevant strata laws and/or is insured under an insurance policy taken out by the owners corporation or similar body (for example, common property in a multi-dwelling development).

**Communicable Disease**

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

- the substance or agent can be of any kind and includes, but is not limited to, respiratory droplet, saliva, bodily waste, blood, a virus, bacterium, parasite, other organism, or any variation thereof, whether deemed living or not
- the method of transmission, whether direct or indirect, includes but isn't limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**Complete Replacement Cover®**

see page 72.

**Components (or building component)**

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

**Computer system**

This term means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, or data storage device, networking equipment, or back up facility.

**Contents**

See 'Landlord contents' on page 111.

**Course of construction**

This term means from the time that construction of a new building at the insured address commences until the time that both the following apply:

- the building is ready to be moved into, and electricity and water services are connected
- there is no outstanding work or the only remaining work to be done is the following:
  - installation of floor coverings (for example, carpets or floating floors)
  - internal painting
  - installation of light fittings.

**Damage(d)**

This term means physical damage, unless stated otherwise in your policy.

**Drone(s)**

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

**e-Bicycle**

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

**Electronic data**

This term means information, facts, concepts, code, or any other information of any kind that is converted, recorded, or transmitted in a form to be accessed, communicated, displayed, distributed, interpreted, processed, transmitted, or stored or used in or by a computer system.

**Excess**

See page 17.

**Fence**

This word means a structure built, using various materials, to enclose a space (partially or fully), mark a boundary or restrict access. For fences built on a property boundary line with shared ownership see page 90.

**Fire (including bushfire)**

This word means burning with flames.

**Fixed term**

This term means the tenant agrees to rent a property for a fixed amount of time (for example, 12 months). It doesn't include any arrangement under a holiday let or other short-term letting arrangement.

**Floating floors**

This term means flooring (real or imitation) that isn't nailed down or glued to the layer beneath.

**Flood**

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

- any lake, river, creek, or other natural watercourse (whether or not altered or modified)
- any reservoir, canal, or dam.

**Free-standing outdoor wall(s)**

This term means a standalone wall that isn't connected at either end to a building or other structure, and not restrained along the top. Brick fences are a typical example of a free-standing outdoor wall.

**Guest**

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

**Illegal drugs**

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

**Illegal drug precursor**

This term means the starting materials for illegal drug manufacture.

**Incident**

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

**Insured address**

See page 20.

**Insured events**

See the insured events on pages 41 to 54.

**Landlord contents**

See page 23.

**Landlord contents sum insured**

This term means the amount stated as the landlord contents sum insured on your certificate of insurance. See page 26.

**Landlord Insurance Additional Information Guide**

See page 3.

**Loss or damage**

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

**Malicious act**

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

**Occupied**

The word 'occupied' means all the following:

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

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

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

**Open air**

This term means outside of any structure at the insured address that doesn't have a roof, isn't enclosed on all sides, and can't be secured in such a way as to prevent access.

**Period of insurance**

This term means when your policy starts to when it ends. It's shown on your certificate of insurance.

**Periodic**

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

**Personal transportation vehicle**

This term means a scooter, skateboard, e-bicycle, unicycle, hoverboard, one-wheel, or segway that's all the following:

- battery driven or electric
- used for personal transportation
- suitable to be ridden by one person
- not required to be insured under any compulsory third party insurance laws or motor accident injuries insurance laws.

**Planned to demolish**

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

**Policy**

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

**Rental agreement**

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

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

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

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

**Retaining wall**

This term means a wall or similar structure, which isn't part of the residential home, that holds back or prevents the movement of earth or other type of material. It can be any type of structure or landscaping feature, using any type of material, that's present between differing levels of earth or other type of material.

**Same tenant**

This term means that at least one common person was usually residing at the insured address when the incidents giving rise to the claims occurred, unless stated otherwise in your policy. This is the case even if the common person wasn't responsible for the incident or loss or damage.



**Scope of works**

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

**Set**

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

**Storm**

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

**Storm surge**

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

**Strata title**

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

**Tenant**

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

**Unit**

This word means a unit, villa, townhouse, or apartment in a strata title development. It doesn't include common property.

**Vandalism**

This word means a single intentional and willful act to destroy, damage, or deface something. It isn't wanton disregard, negligence, carelessness, wear and tear, use of excessive force, lack of due care or action, poor housekeeping, or neglect.

**Vermin**

The word means small animals (for example, geckos and rodents) or insects that are typically thought of as pests. Vermin doesn't include a possum.

**We, us, our and AAMI**

See page 11.

## **Weekly rental amount**

This term means either:

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

less agent's commission and fees.

## **You/Your**

See page 11.

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We're here for you  
7 days a week

## How to contact us



13 22 44



[aami.com.au](https://aami.com.au)



PO Box 14180,  
Melbourne City Mail Centre  
Victoria 8001

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