

PRODUCT DISCLOSURE STATEMENT
AND POLICY DOCUMENT
12 JUNE 2021



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃关於保险的重要文件,它解释了根据保单条款什麽是受保、什麽是不受保项目,以及你方和我方的责任条款。你必须要了解後才能决定这项保险是否能满足你的需要。如果你不能阅读和理解英文,请向能帮助你用你熟悉的语言理解内容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件,它解釋了根據保單條款什麼是受保、什麼是不受保項目,以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文,請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੌੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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OM2089-0621

# ANZ LANDLORD INSURANCE PDS AND POLICY DOCUMENT

When you take out ANZ Landlord Insurance, we agree to provide the cover described in your current Policy Schedule and in this PDS, as well as in any Supplementary PDS we may issue.

Together, these documents make up the terms and conditions of your Landlord Insurance policy with us. We recommend that you read them carefully and store them together in a safe place.

#### THE PURPOSE OF THIS PDS AND POLICY DOCUMENT

This combined Product Disclosure Statement (PDS) and Policy document has been designed to help you understand ANZ Landlord Insurance so you can get the most out of your Policy.

This PDS contains detailed information about ANZ Landlord Insurance, including:

- · when you are covered
- · when you are not covered
- · maximum cover limits.

We have also included a glossary on page 73 to describe words with a special meaning.

## THIS PDS DOES NOT TAKE YOUR PERSONAL CIRCUMSTANCES INTO ACCOUNT

To the extent that the content of this PDS could be construed as general advice, it does not take into account your personal objectives, financial situation or needs ('personal circumstances'). You should consider the appropriateness of the information, having regard to your personal circumstances.

#### ISSUER OF THIS PDS

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

The issuer takes full responsibility for this combined PDS and Policy document which has been prepared and is provided in accordance with Australian laws only.

ANZ Landlord Insurance is distributed by Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522 (AFSL 234527). This product is not a deposit or other liability of ANZ or its related group of companies and none of them stands behind or guarantees QBE or the product.

#### **UPDATING OUR PDS**

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. All updates (whether adverse or not adverse) will be made available at anz.com or you can request an up-to-date paper copy at no charge by us by contacting the AN7 Insurance Centre on 13 16 14

## SIMPLE APPLICATION PROCESS

If you are taking out a Policy with us for the first time, simply:



Talk to staff at any ANZ branch



Call 13 16 14 weekdays from 8am to 8pm (AEST)



If we agree to insure you, you will be provided with a Schedule setting out the details of your Policy.

## FOR 24 HOUR CLAIMS SERVICE



13 16 14

## WHY CHOOSE ANZ LANDLORD INSURANCE?

ANZ Landlord Insurance provides financial protection for your residential investment property, containing a unique range of benefits including:

- full buildings replacement cover this means instead of asking you to estimate your buildings sum insured, we will calculate the replacement value of your buildings at today's prices and rebuild the buildings if they are totally destroyed in an insurable event and your claim is accepted.

  In addition, we include cover for:
  - architects and surveyors, and legal fees
  - demolition and removal of debris costs
  - cover against natural events (including flood)
  - accidental glass breakage and impact damage
  - electrical motor burnout and power surge
  - new for old replacement regardless of age
  - 24 hour, 7 days claims assistance service
  - choice of excess to suit your needs
  - instalment payment options at no extra cost

You may also be entitled to receive a multi policy discount.

- rental income protection we will provide cover for loss of rent for a number of unfortunate instances including:
  - damage by an Insured Event
  - death of a sole tenant
- optional cover for rent default, available for a formal lease
- theft and damage by tenants or paying quests

Discover these benefits and more in this PDS.

## **CHOICE OF COVER**

With ANZ Landlord Insurance you can tailor your insurance and select cover for buildings only, contents only or for combined buildings and contents. Your choice of buildings and/or contents cover, and any optional cover you select, will be listed on your current Policy Schedule.

## **BUILDINGS COVER**

Buildings cover provides cover for loss or damage to your buildings resulting from the events listed on page 8 through to page 14. For example, your buildings will be covered for storm damage.

## **CONTENTS COVER**

Contents cover provides cover for loss or damage to your contents, resulting from the events listed on page 22 through to page 28. For example, your carpets will be covered for fire damage.

## **BUILDINGS COVER**

## WHAT BUILDINGS WE PROTECT

We will cover residential buildings located at the site listed on your Policy Schedule, their fixtures and fittings and any structural improvements at your site.

| Buildi | ings co | ver inc | ludes |
|--------|---------|---------|-------|
|--------|---------|---------|-------|

Residential buildings, including any professional offices or surgeries in those buildings occupying no more than 20% of the total floor space.

## Buildings cover does not include

- · Display homes,
- Buildings used for accommodation services including nursing homes, guest houses, hostels, boarding houses, halfway houses, hotels/motels, farm stays, serviced apartments, resorts, dormitories or similar,
- Flats or units (strata title or company title),
- Buildings subject to community strata title, including any common property which legislation requires a Body Corporate, Corporation, Owners Corporation, Plan, Company or similar entity to insure however we'll insure contents contained in these units under a contents policy,
- · Building materials to be installed.

Buildings under construction or undergoing renovations, alterations, additions or repairs that:

- involve removal of any part of the roof or an external wall: or
- impact the structure of a building such as removing or changing supporting walls, underpinning, foundations or piers.

Please refer to the section Construction works on page 39 for more information.

| Buildings cover includes  | Buildings cover does not include   |
|---|--|
|   | Any loss or damage, or liability caused directly by or arising from buildings in the course of construction, renovation, alteration or repair where the estimated value is over \$100,000.   |
|   | Please refer to the section 'Construction,<br>Renovations, Alterations or Repairs' on<br>page 50 for more information.   |
|   | Buildings in the course of being demolished or that are vacant pending demolition.   |
| Domestic outbuildings, for example, garden shed and granny flats.   | A caravan, trailer or their accessories.   |
| Fixed coverings to walls, floors and ceilings but not including carpets.  | Carpets, floating floorboards, curtains or internal blinds (refer to page 20 for contents cover).  |
| Infrastructure for the supply of services, including electricity, gas, water, internet and telephone.   | Shipping containers.   |
| Items built-in, fixed to, or on the buildings, for example an in-built air conditioner, light fittings, kitchen cupboards, bench tops, and fixed water tanks. |  |
| Water in tanks but only if there is no drinkable water supply available at the site.  | Water in tanks if there is a drinkable water supply available at the site such as mains water.   |
| Blinds or awnings on the outside of the buildings.  |  |
| Fences, retaining walls, pathways or driveways.   | Pathways or driveways made of earth or gravel.   |
| Anything permanently built, constructed or installed on your site for domestic purposes, including in-ground swimming pools and spas.                         | <ul> <li>Lawn.</li> <li>Plants or trees growing in pots and tubs.</li> <li>Inground plants, trees or shrubs. Refer to the<br/>Additional benefit 'Trees, plants or shrubs<br/>replacement' for cover.</li> <li>Landscaping.</li> </ul> |

## HOW MUCH WE WILL PAY

When you take out buildings cover, based upon the information you give us when taking out this Policy, we calculate the replacement value of your buildings at today's price.

We pay the necessary and reasonable costs to repair, replace or rebuild the damaged parts of the buildings to a condition substantially the same as, but not better than, when new.

If your buildings are a total loss and your claim is accepted, full building replacement cover will apply unless the buildings are in a dilapidated condition at the time of a claim. In this case we may settle your claim for a reduced amount in accordance with our legal rights. If you make a claim, you may need to contribute towards the cost of that claim on your Policy.

## WHEN YOUR BUILDINGS ARE PROTECTED

The Insured Events that your buildings will be covered for are listed in the table below. For most Insured Events there are specific situations you're not covered for. These are set out below in the column headed 'We won't cover'.

This cover is also subject to the exclusions set out on page 37 to page 44.

| Insured Event                                   | We will cover  | We won't cover  |
|---|--|---|
| Accidental glass breakage                       | Fixed glass in your buildings, including any window tinting or shatter proofing material attached to the glass.  |   |
|   | Fixed shower bases, basins, sinks, spas, baths and toilets.  |   |
| Burglary,<br>break-in or<br>theft               | Any loss or damage as a result of<br>a burglary, break-in or theft or an<br>attempted burglary, break-in or theft.<br>The burglary, break-in or theft or an<br>attempted burglary, break-in or theft,<br>must be reported to the Police. | Loss or damage as a result of a burglary, break-in or theft or an attempted burglary, break-in or theft by:  • you  • a tenant or paying guest except where provided by the Insured Event 'Theft and damage by tenants or paying guests'  • someone else acting on your behalf. |
| Burning out<br>(fusion) of an<br>electric motor | Reasonable cost to repair or replace an electric motor that forms part of your buildings if it burns out or fuses.   | Cost to repair or replace an electric motor if it is older than 15 years old.   |

| Insured Event                  | We will cover  | We won't cover  |
|--------------------------------|--|---|
| Deliberate or intentional acts | Loss or damage as a result of a deliberate or intentional act.   | Loss or damage as result of a deliberate or intentional act by:  • you  • a tenant or paying guest, or their visitors except where provided by the Insured Event 'Theft and damage by tenants or paying guests'  • someone else acting on your behalf.  |
| Earthquake or<br>tsunami       | Loss or damage as a result of an earthquake or tsunami.  All damage caused by earthquake or tsunami, occurring within 7 days of the first damage occurring, will be regarded as damage resulting from one incident. If any earthquake or tsunami damage occurs after that, each subsequent 7 day period in which damage occurs will be regarded as a separate incident. An excess applies for each incident. | Damage caused by any action of the sea  |
| Fire or explosion              | Loss or damage as a result of a fire or an explosion.  Loss or damage as a result of charring, melting or scorching as a result of a fire without the presence of flames.  | Loss or damage caused by a bushfire or grass fire that occurs within 48 hours of the start date of your Policy unless you took out this Policy immediately after:  • another insurance policy covering the same buildings expired, without a break in cover, or  • the risk passed to you as purchaser of your buildings.  Loss or damage as a result of charring, melting or scorching as a result of a fire without the presence of a flame where the damage was caused by a:  • hot item including cigarettes, cigars or pipes |

| Insured Event                 | We will cover   | We won't cover   |
|-------------------------------|---|--|
| Fire or explosion (continued) |   | <ul><li>home heater</li><li>cooking appliance</li></ul>                                  |
| Impact<br>damage              | Loss or damage as a result of an impact caused by:  • an aircraft, spacecraft or satellite, or anything dropped from them  • a falling television or radio antenna mast or dish  • vehicles or watercraft  • an animal or bird that is not kept at your site  • a falling tree or part of a tree.  Reasonable cost of removing and disposing of the fallen tree or parts that caused the damage.  Damage caused when you, or someone else acting on your behalf, cuts down or removes branches from a tree. | Loss or damage that is caused by any animal or bird eating, chewing, clawing or pecking. |
| Landslide or<br>subsidence    | Loss or damage as a result of a landslide or subsidence if the loss or damage occurs within 72 hours of an Insured Event being:  • an earthquake or tsunami  • an explosion  • a storm, rainwater, flood or wind  • liquid escaping from:  – a fixed pipe  – an object attached to a pipe, fixed gutter, fixed tank or a drain, or  – a standalone swimming pool or a standalone water tank.  | Any other earth movement.  |

| Insured Event                                | We will cover   | We won't cover  |
|--|---|---|
| Lightning or thunderbolt                     | Loss or damage as a result of a lightning strike or thunderbolt.  |   |
| Theft and damage by tenants or paying guests | Loss or damage caused by a tenant or paying guest, or their visitors, as a result of:  • accidental breakage of any:  – fixed glass in your buildings, including any window tinting or shatter proofing material attached to the glass  – fixed shower bases, basins, sinks, spas, baths and toilets  • fire or explosion, as described in Insured Event 'Fire or explosion'  • impact by a vehicle  • water or liquid that escapes from:  – a fixed pipe or an object attached to a pipe, fixed gutter, fixed tank or a drain  – a bath, basin, sauna, spa, sink, toilet or tiled floor that has drainage holes  – a washing machine or dishwasher  – an aquarium  – a waterbed  – a swimming pool  • a deliberate or intentional act, vandalism or a malicious act  Theft by a tenant or paying guest, or their visitors. | Damage from a tenant or paying guest, or their visitors, scratching, denting, chipping, rubbing, scuffing or chafing any surface.  Loss or damage to buildings due to:  • neglect, carelessness, poor housekeeping or unhygienic living habits  • damage occurring during maintenance or repair operations carried out by the tenant or paying guest or anyone acting on their behalf  • damage caused by pets belonging to tenants or paying guests, or their visitors.  Damage due to water escaping from a shower recess or shower base.  Theft by a tenant or their visitors if your rental property is a formal lease, and does not have a valid rental agreement or periodic tenancy agreement in force at the time of the theft.  Theft by a paying guest or their visitors if your rental property is a casual let that was not booked on a holiday rental platform carrying out verification checks on the guest making the booking. |

| Insured Event               | We will cover   | We won't cover   |
|-----------------------------|---|--|
| Power surge                 | Power surge, confirmed by an appropriately qualified contractor, to domestic equipment directly caused by an identifiable and verifiable source outside your buildings including a lightning strike, an object contacting power lines, the resumption of power following a blackout caused by a storm or unexpected interference with a power company transformer by an animal. | Any power surges caused at the site.   |
| Riots or civil commotion    | Loss or damage as a result of riots, civil commotion, or industrial or political disturbances.  |  |
| Storm,                      | Loss or damage as a result of:  | Water entering your buildings:   |
| rainwater,<br>flood or wind | <ul> <li>storm (including cyclone)</li> <li>rainwater</li> <li>flood, or</li> <li>wind.</li> </ul>  | <ul> <li>through an opening made for any building, renovation or repair work</li> <li>because of a structural defect, faulty design or faulty workmanship that:         <ul> <li>you were aware of, or a reasonable person in the circumstances would have been aware of, and</li> <li>you knew, or a reasonable person in the circumstances would have known may result in damage.</li> </ul> </li> <li>Action of the sea.</li> </ul> |
|                             |   | Storm surge except where it happens at the same time as flood.   |
|                             |   | Loss or damage caused by a flood or<br>named cyclone that occurs within<br>48 hours of the start date of your<br>Policy unless you took out this Policy<br>immediately after:  |

| Insured Event                         | We will cover   | We won't cover   |
|---------------------------------------|---|--|
| Storm,<br>rainwater,<br>flood or wind |   | another insurance policy covering<br>the same buildings expired, without<br>a break in cover, or   |
| (continued)                           |   | <ul> <li>the risk passed to you as purchaser<br/>of your buildings.</li> </ul>   |
|                                       |   | Swimming pool covers, including solar covers and plastic liners.   |
|                                       |   | Swimming pools or spas as a result of hydrostatic pressure.  |
|                                       |   | Loss or damage caused by storm, rainwater, flood or wind to free-standing gates and fences that you were aware, or a reasonable person in the circumstances would have been aware, were:                               |
|                                       |   | in a poor or damaged condition<br>before the incident, or  |
|                                       |   | • installed or constructed incorrectly.  |
|                                       |   | The cost to remove trees, plants or shrubs except where the tree, shrub or plant has caused damage to the buildings as a result of a storm (including named cyclone), rainwater, flood or wind.                        |
| Vandalism or a malicious act          | Loss or damage as a result of vandalism or a malicious act. | Loss or damage as a result of vandalism or a malicious act by:   |
|                                       |   | <ul> <li>you</li> <li>a tenant or paying guest, or their visitors except where provided by the Insured Event of 'Theft and damage by tenants or paying guests'</li> <li>someone else acting on your behalf.</li> </ul> |

| Insured Event          | We will cover   | We won't cover  |
|------------------------|---|---|
| Water or liquid damage | Loss or damage caused by water or liquid escaping from:   | Loss or damage caused by water or liquid entering your buildings:   |
|                        | <ul> <li>a fixed pipe or an object attached to a pipe, fixed gutter, fixed tank or a drain</li> <li>a bath, basin, sauna, spa, sink, toilet or tiled floor that has drainage holes</li> <li>a washing machine or dishwasher</li> <li>an aquarium</li> <li>a waterbed</li> <li>a swimming pool</li> <li>a standalone water tank.</li> <li>Reasonable cost of finding where the water or liquid escaped from, including the reasonable cost of repairing any damage that occurs while looking for the cause.</li> </ul> | <ul> <li>through an opening made for any building, renovation or repair work</li> <li>because of a structural defect, faulty design or faulty workmanship that:         <ul> <li>you were aware of, or a reasonable person in the circumstances would have been aware of, and</li> <li>you knew, or a reasonable person in the circumstances would have known may result in damage.</li> </ul> </li> <li>Damage due to water escaping from a shower recess or shower base.</li> <li>Loss or damage to your swimming pool or spa due to hydrostatic pressure.</li> <li>Cost of repairing the item from which the water or liquid escaped.</li> </ul> |

## ADDITIONAL BUILDINGS BENEFITS

ANZ Landlord Insurance includes a range of additional buildings benefits which are provided in your Policy when you obtain buildings cover.

If you make a claim under your buildings cover for additional buildings benefits, you cannot claim the same loss or damage under additional contents benefits if you also hold contents cover.

This cover is subject to the exclusions set out on page 37 to page 44.

If you make a claim for an additional buildings benefit, you will not need to pay an excess in relation to that additional buildings benefit.

The amounts we will pay and any limits that apply are listed in the table below and are inclusive of GST.

| Benefit                                      | We will cover  | We won't cover  |
|--|--|---|
| Architects,<br>surveyors and<br>legal fees   | Reasonable costs of employing an architect or surveyor, and also paying any legal fees that arise from the rebuilding, if your buildings suffer total loss or damage as a result of an event we cover, and need to be rebuilt as a result.   |   |
| Demolition<br>and removal of<br>debris costs | Reasonable costs to demolish and remove any debris resulting from loss or damage to your buildings from an event that we cover.  |   |
| Loss of rent for<br>formal lease             | The weekly amount as stated on your rental agreement or periodic tenancy agreement if your buildings or sections of your buildings suffer loss or damage caused by an event we cover and are unliveable and/or access to your rental property is prevented as a result.  The most we will pay is for a maximum period of 12 months' rent from the date that the property became unliveable, limited to a maximum amount of \$52,000. | <ul> <li>Loss of rent if:</li> <li>your rental property is habitable and you can safely gain access</li> <li>your rental property has been untenanted for 90 or more consecutive days immediately before the incident</li> <li>the sole tenant has given you or your agent notice in accordance with the rental agreement or periodic tenancy agreement prior to death</li> </ul> |

| Benefit   | We will cover  | We won't cover  |
|---|--|---|
| Loss of rent for<br>formal lease<br>(continued) | We will cover up to 2 weeks of rent loss limited to a maximum of \$2,000 due to:  • the death of a sole tenant that occurs before the end of the tenancy period of your rental agreement or during a periodic tenancy agreement. Cover will start from the death of the sole tenant  • your rental agreement or periodic tenancy agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority. Cover will start from when the Termination order | your rental property is re-tenanted within the two week period following the death of the sole tenant.  Any fees or commissions normally charged by the agent for renting out and/or managing your rental property. |
|   | issued by the Residential Tenancies Tribunal or other relevant authority takes effect.  If at the time of the incident, the rental property was untenanted, we will only pay for loss of rent if you can demonstrate that you were actively seeking a tenant. In this case, we will base the lost rent amount on your most recent rental agreement.  |   |
|   | If we've accepted your buildings claim but you decide not to rebuild, we'll only pay the rent you would have lost for the time it would have taken to repair or replace your buildings.  |   |
|   | If we pay for loss of rent under your<br>buildings cover we will not pay for the<br>same event under your contents cover.  |   |

| We will cover  | We won't cover  |
|--|---|
| The loss of rent you incur or rent you are expected to lose if your buildings, or sections of your buildings, suffer   | Loss of rent if your rental property is habitable, and you can safely gain access.  |
| loss or damage caused by an event we cover, and are unliveable and/or access to your rental property is prevented as a result.   | Any fees or commissions normally charged by the holiday rental platform for things such as:   |
| The most we will pay is for a maximum  | <ul> <li>registration, cleaning or advertising;<br/>or</li> </ul>   |
| that the property became unliveable, limited to a maximum amount of  | managing or renting out the rental property   |
| • ,  | Any rent lost more than 12 months after the incident occurred.  |
| follows:   | arter the melacine occurred.  |
| <ul> <li>for the first month, the actual rent lost as a result of confirmed bookings being cancelled due to the damage, at the same rate and for the same period of time confirmed in those cancelled bookings; and</li> <li>for any period after the first month, the greater of:</li> </ul>  |   |
| <ul> <li>the actual rent lost as a result of confirmed bookings being cancelled due to the damage, at the same rate and for the same period of time confirmed in those cancelled bookings; or</li> <li>the rent you would have received during that period, based on paid bookings during the same period in the previous year.</li> </ul> |   |
|  | The loss of rent you incur or rent you are expected to lose if your buildings, or sections of your buildings, suffer loss or damage caused by an event we cover, and are unliveable and/or access to your rental property is prevented as a result.  The most we will pay is for a maximum period of 12 months rent from the date that the property became unliveable, limited to a maximum amount of \$52,000.  The loss of rent will be calculated as follows:  • for the first month, the actual rent lost as a result of confirmed bookings being cancelled due to the damage, at the same rate and for the same period of time confirmed in those cancelled bookings; and  • for any period after the first month, the greater of:  – the actual rent lost as a result of confirmed bookings being cancelled due to the damage, at the same rate and for the same period of time confirmed in those cancelled bookings; or  – the rent you would have received during that period, based on paid bookings during the same period |

| Benefit                         | We will cover  | We won't cover |
|---------------------------------|--|----------------|
|                                 | However, if you have not owned the property for 12 months or the paid bookings during the previous year are not reflective of the rent you would have received, for example, where your property has been upgraded or you have recently started renting the property out on a casual let basis, we will base this calculation on the rent of a similar property in a similar area. |                |
|                                 | You must be able to prove that the rental property would have been available for rent during the period for which you're claiming loss of rent. For example, you could prove that your rental property would have been available for rent through advertisements or by demonstrating availability on the holiday rental platform(s) used.  |                |
|                                 | If we've accepted your buildings claim<br>but you decide not to rebuild, we'll<br>only pay the rent you would have lost<br>for the time it would have taken to<br>repair or replace your buildings.  |                |
|                                 | If we pay for loss of rent under your buildings cover we will not pay for the same event under your contents cover.  |                |
| Mortgagee<br>discharge<br>costs | Reasonable legal and administrative costs associated with the discharge of any mortgage you have left owing on your buildings if you make a claim for the total loss of your buildings as a result of an event we cover and the mortgage is discharged.  |                |

| Benefit  | We will cover  | We won't cover          |
|--|--|-------------------------|
| Replacing keys<br>and repairs<br>to, and/or<br>recoding of<br>locks and<br>barrels | Reasonable costs of replacing keys and repairs to, and/ or recoding of locks and barrels if a key to an external door or window lock of your buildings is stolen or lost as a result of an event we cover. Any theft must be reported to the Police. |                         |
| Trees, plants<br>and shrubs<br>replacement   | Reasonable cost to replace any trees, plants or shrubs that are damaged or lost as a result of:  | Loss or damage to lawn. |
|  | <ul> <li>burglary, break-in or theft</li> <li>fire or explosion</li> <li>vandalism or a malicious act</li> <li>impact damage.</li> </ul>   |                         |
|  | We will pay up to \$2,000 per claim.   |                         |

## **CONTENTS COVER**

## WHAT CONTENTS WE PROTECT AND HOW MUCH WILL BE PAID

We will cover the following household goods that:

- · are not fixed or fitted to buildings; and
- · you own or are legally responsible for; and
- are located in your rental property which you lease to the tenant or paying guest.

Your contents sum insured should be the cost to replace all your contents at today's prices so that you have adequate cover in the event of a total loss.

This is sometimes known as a 'new for old' replacement policy because, if your contents are stolen or damaged and unable to be repaired, your Policy will cover the purchase of a new equivalent item, regardless of the age of the original item, where possible.

The amount you select is called your 'contents sum insured' – it'll be shown on your Policy Schedule.

| Contents include  | Contents cover does not include   |
|---|---|
| Items thinly covered with gold or silver that are   | Jewellery and watches.  |
| not jewellery or watches.   | Unset precious/semi-precious stones (whether or not thinly covered with gold or silver).  |
| Carpets, floating floorboards, curtains or internal blinds.   |   |
| Fixtures and fittings that you have installed if you are the owner of a strata title unit.  | Fixtures and fittings that you have installed if you are the owner of a strata title unit that the body corporate or similar body has insured.          |
| Internal ceiling, floors, walls, doors and windows if you are the owner of a strata title unit, if the body corporate or similar body has not insured them. | Internal ceiling, floors, walls, doors and windows if you are the owner of a strata title unit, if the body corporate or similar body has insured them. |
| Household goods.  | Clothing and personal effects.  |
| Furniture and furnishings that are not built-in.  | Fixtures, fittings, furniture and furnishings or other personal items owned by the tenant.  |
| Portable domestic appliances that are not built-in.   |   |

| Contents include   | Contents cover does not include   |
|--|---|
| Swimming pools, saunas and spas that are not built-in and their accessories. |   |
|  | Battery powered items as listed below:  |
|  | portable sound and audio visual<br>entertainment equipment  |
|  | <ul> <li>portable electronic devices including, mobile<br/>phones, smart phones, GPS, tablet computers<br/>and laptops</li> </ul>       |
|  | camera equipment, including accessories and unprocessed film.   |
| Plants and trees growing outdoors in pots or tubs.                           | Plants and trees growing outdoors in the ground.  |
| Lawn mowers including ride-on mowers.  | Bicycles, motorcycles, mini-bikes, caravans, trailers, aircraft, watercraft, personal watercraft, motor vehicles and their accessories. |
|  | Sporting equipment.   |
|  | Contents owned by the tenant.   |
|  | Money and negotiable documents.   |
|  | Collections of stamps, money, medals or other collectibles.   |
|  | Animals, including birds and fish.  |

## WHEN YOUR CONTENTS ARE PROTECTED

The Insured Events that your contents will be covered for are listed in the table below. For most Insured Events there are specific situations you're not covered for. These are set out below in the column headed 'We won't cover'.

This cover is also subject to the exclusions set out on page 37 to page 44.

| Insured Event                                   | We will cover   | We won't cover   |
|---|---|--|
| Accidental<br>glass breakage                    | Loss or damage to:  mirrors  glassware  crystal  glass in furniture.  Accidental breakage of fixed shower bases, basins, sinks, spas, baths and toilets if you have insured your contents and you are the owner of a strata title unit, if the body corporate or similar body has not insured them. | <ul> <li>Any mirrors, glassware, crystal or crockery that have been damaged while being used, cleaned or carried by hand.</li> <li>Fixed shower bases, basins, sinks, spas, baths and toilets if you are the owner of a strata title unit that the body corporate or similar body has insured.</li> <li>Glass that is part of a television, computer screen or monitor.</li> </ul> |
|   | An item when it is chipped or fractured through its entire thickness.   |  |
| Burglary,<br>break-in or<br>theft               | Any loss or damage as a result of<br>a burglary, break-in or theft or an<br>attempted burglary, break-in or theft.<br>The burglary, break-in or theft or an<br>attempted burglary, break-in or theft,<br>must be reported to the Police.  | Loss or damage as a result of a burglary, break-in or theft or an attempted burglary, break-in or theft by:  • you  • a tenant or paying guest except where provided by the Insured Event 'Theft and damage by tenants or paying guests'  • someone else acting on your behalf.  |
| Burning out<br>(fusion) of an<br>electric motor | Reasonable cost to repair or replace an electric motor that forms part of your contents if it burns out or fuses.   | Cost to repair or replace an electric motor if it is older than 15 years old.  |

| Insured Event                        | We will cover  | We won't cover  |
|--------------------------------------|--|---|
| Deliberate or<br>intentional<br>acts | Loss or damage as a result of a deliberate or intentional act.   | Loss or damage as result of a deliberate or intentional act by:  • you  • a tenant or paying guest, or their visitors except where provided by the Insured Event 'Theft and damage by tenants or paying guests'   |
|                                      |  | <ul> <li>someone else acting on your behalf.</li> </ul>   |
| Earthquake or<br>tsunami             | Loss or damage as a result of an earthquake or tsunami.  All damage caused by earthquake or tsunami, occurring within 7 days of the first damage occurring, will be regarded as damage resulting from one incident. If any earthquake or tsunami damage occurs after that, each subsequent 7 day period in which damage occurs will be regarded as a separate incident. An excess applies for each incident. | Damage caused by any action of the sea.   |
| Fire or explosion                    | Loss or damage as a result of a fire or an explosion.  Loss or damage as a result of charring, melting or scorching as a result of a fire without the presence of flames.  | Loss or damage caused by a bushfire or grass fire that occurs within 48 hours of the start date of your Policy unless you took out this Policy immediately after:  • another insurance policy covering the same property to be insured expired, without a break in cover, or  • the risk passed to you as purchaser of your property to be insured.  Loss or damage as a result of charring, melting or scorching as a result of a fire without the presence of a flame where the damage was caused by a:  • hot item including cigarettes, cigars or pipes |

| Insured Event                 | We will cover   | We won't cover   |
|-------------------------------|---|--|
| Fire or explosion (continued) |   | <ul><li>home heater</li><li>cooking appliance.</li></ul>                                 |
| Impact<br>damage              | Loss or damage as a result of an impact caused by:  • an aircraft, spacecraft or satellite, or anything dropped from them  • a falling television or radio antenna mast or dish  • vehicles or watercraft  • an animal or bird that is not kept at your site  • a falling tree or part of a tree.  Reasonable cost of removing and disposing of the fallen tree or parts that caused the damage.  Damage caused when you, or someone else acting on your behalf, cuts down or removes branches from a tree. | Loss or damage that is caused by any animal or bird eating, chewing, clawing or pecking. |
| Landslide or<br>subsidence    | Loss or damage as a result of a landslide or subsidence if the loss or damage occurs within 72 hours of an Insured Event being:  • an earthquake or tsunami  • an explosion  • a storm, rainwater, flood or wind  • liquid escaping from:  – a fixed pipe  – an object attached to a pipe, fixed gutter, fixed tank or a drain, or  – a standalone swimming pool or a standalone water tank.  | Any other earth movement.  |

| Lightning or thunderbolt  Theft and damage by tenants or paying guests  Loss or damage caused by a tenant or paying guest, or their visitors, as a result of:  - accidental breakage of any: - mirrors - glassware - crystal - glass in furniture - fixed shower bases, basins, sinks, spas, baths and toilets if you have insured your contents and you are the owner of a strata title unit, if the body corporate or similar body has not insured them fire or explosion, as described on page 23 - impact by a vehicle - water or liquid that escapes from: - a fixed pipe or an object attached to a pipe, fixed gutter, fixed tank or a drain - a bath, basin, sauna, spa, sink, toilet or tiled floor that has drainage holes - a washing machine or dishwasher - an aquarium - waterbed - a swimming pool - a deliberate or intentional act, vandalism or a malicious act.  Loss or damage of: - Any mirrors, glassware, crystal or crockery that have been damaged while being used, cleaned or carried by hand Fixed shower bases, basins, sinks, spas, baths and toilets if you are the owner of a strata title unit, if the body corporate or similar body has insured Glass that is part of a television, computer screen or monitor Loss or damage - fixed shower bases, basins, sinks, spas, baths and toilets if you are the owner of a strata title unit, if the body corporate or similar body has insured Glass that is part of a television, computer screen or monitor Fixed shower bases, basins, sinks, spas, baths and toilets if you are the owner of a strata title unit, if the body corporate or similar body has insured Glass that is part of a television, computer screen or monitor Fixed shower bases, basins, sinks, spas, baths and toilets if you are the owner of a strata title unit, if the body corporate or similar body has insured Fixed shower bases, basins, sinks, spas, baths and toilets if you are the owner of a strata title unit, if the body corporate or similar body has insured Fixed shower bases, basins, sinks, spas, baths and toil | Insured Event           | We will cover  | We won't cover   |
|--|-------------------------|--|--|
| damage by tenants or paying guest, or their visitors, as a result of:  |                         |  |  |
|  | damage by<br>tenants or | or paying guest, or their visitors, as a result of:  accidental breakage of any:  mirrors  glassware  crystal  glass in furniture  fixed shower bases, basins, sinks, spas, baths and toilets if you have insured your contents and you are the owner of a strata title unit, if the body corporate or similar body has not insured them.  fire or explosion, as described on page 23  impact by a vehicle  water or liquid that escapes from:  a fixed pipe or an object attached to a pipe, fixed gutter, fixed tank or a drain  a bath, basin, sauna, spa, sink, toilet or tiled floor that has drainage holes  a washing machine or dishwasher  an aquarium  waterbed  a swimming pool  a deliberate or intentional act, | <ul> <li>Any mirrors, glassware, crystal or crockery that have been damaged while being used, cleaned or carried by hand.</li> <li>Fixed shower bases, basins, sinks, spas, baths and toilets if you are the owner of a strata title unit that the body corporate or similar body has insured.</li> <li>Glass that is part of a television, computer screen or monitor.</li> <li>Loss or damage:</li> <li>from a tenant or paying guest, or their visitors, scratching, denting, chipping, rubbing, scuffing or chafing any surface</li> <li>from neglect, carelessness, poor housekeeping or unhygienic living habits</li> <li>occurring during maintenance or repair operations carried out by the tenant or paying guest or anyone acting on their behalf</li> <li>caused by pets belonging to tenants or paying guests, or their visitors.</li> <li>Damage due to water escaping from a shower recess or shower base.</li> <li>Theft by a tenant or their visitors if your rental property is a formal lease, and does not have a valid rental agreement or periodic tenancy agreement in force</li> </ul> |

| Insured Event  | We will cover   | We won't cover  |
|--|---|---|
| Theft and<br>damage by<br>tenants or<br>paying guests<br>(continued) | Theft by a tenant or paying guest, or their visitors, only of any part of your contents up to a maximum of the contents sum insured listed on your Policy Schedule.   | Theft by a paying guest or their visitors if your rental property is a casual let that was not booked on a holiday rental platform carrying out verification checks on the guest making the booking.  |
| Power surge  | Power surge, confirmed by an appropriately qualified contractor, to domestic equipment directly caused by an identifiable and verifiable source outside your buildings including a lightning strike, an object contacting power lines, the resumption of power following a blackout caused by a storm or unexpected interference with a power company transformer by an animal. | Any power surges caused at the site.  |
| Riots or civil commotion   | Loss or damage as a result of riots, civil commotion, or industrial or political disturbances.  |   |
| Storm,<br>rainwater,<br>flood or wind                                | Loss or damage as a result of:  • storm (including cyclone)  • rainwater  • flood, or  • wind.  | Your contents for loss or damage caused by water entering your buildings:  • through an opening made for any building, renovation or repair work  • because of a structural defect, faulty design or faulty workmanship that:  – you were aware of, or a reasonable person in the circumstances would have been aware of, and  – you knew, or a reasonable person in the circumstances would have known may result in damage.  Action of the sea. |

| Insured Event                | We will cover   | We won't cover  |
|------------------------------|---|---|
| Storm,<br>rainwater,         |   | Storm surge except where it happens at the same time as flood.  |
| flood or wind<br>(continued) |   | Loss or damage caused by a flood or<br>named cyclone that occurs within<br>48 hours of the start date of your<br>Policy unless you took out this Policy<br>immediately after:                             |
|                              |   | another insurance policy covering<br>the same property to be insured<br>expired, without a break in cover, or   |
|                              |   | • the risk passed to you as purchaser of your property to be insured.   |
|                              |   | Swimming pool covers, including solar covers and plastic liners.  |
|                              |   | Swimming pools or spas as a result of hydrostatic pressure.   |
| Vandalism or a malicious act | Loss or damage as a result of vandalism or a malicious act. | Loss or damage as a result of vandalism or a malicious act by:  |
|                              |   | • you   |
|                              |   | <ul> <li>a tenant or paying guest, or their visitors except where provided by the Insured Event of `Theft and damage by tenants or paying guests'</li> <li>someone else acting on your behalf.</li> </ul> |

| Insured Event             | We will cover   | We won't cover   |
|---------------------------|---|--|
| Water or liquid<br>damage | Loss or damage caused by water or liquid escaping from:   | Your contents for loss or damage caused by water or liquid entering your                     |
|                           | <ul> <li>a fixed pipe or an object attached<br/>to a pipe, fixed gutter, fixed tank or<br/>a drain</li> </ul>     | <ul> <li>through an opening made for any<br/>buildings, renovation or repair work</li> </ul> |
|                           | • a bath, basin, sauna, spa, sink, toilet or tiled floor that has drainage holes                                  | • because of a structural defect, faulty design or faulty workmanship that:                  |
|                           | • a washing machine or dishwasher   | - you were aware of, or a reasonable   |
|                           | • an aquarium   | person in the circumstances would have been aware of, and                                    |
|                           | • a waterbed  |  |
|                           | • a swimming pool   | <ul> <li>you knew, or a reasonable person<br/>in the circumstances would have</li> </ul>     |
|                           | • a standalone water tank.  | known may result in damage.  |
|                           | Reasonable cost of finding where the water or liquid escaped from, including the reasonable cost of repairing any | Damage due to water escaping from a shower recess or shower base.                            |
|                           | damage that occurs while looking for the cause.   | Loss or damage to your swimming pool or spa due to hydrostatic pressure.                     |
|                           |   | Cost of repairing the item from which the water or liquid escaped.                           |

## **ADDITIONAL CONTENTS BENEFITS**

ANZ Landlord Insurance includes a range of additional contents benefits which are provided in your Policy when you obtain contents cover. The amount we will pay is in addition to the sum insured.

If you make a claim under your contents cover for additional contents benefits, you cannot claim the same loss or damage under additional buildings benefits if you also hold buildings cover.

This cover is subject to the exclusions set out on page 37 to page 44.

If you make a claim for an additional contents benefit, you will not need to pay an excess in relation to that additional contents benefit. The amounts we will pay and any limits that apply are listed in the table below and are inclusive of GST.

| Benefit                 | We will cover   | We won't cover |
|-------------------------|---|----------------|
| Increase in sum insured | If we pay you for a loss to your contents for the total sum insured, we will increase your contents sum insured by 0.5% per month for the period since the start of your current period of insurance, up to the date of loss. |                |

| Benefit                       | We will cover  | We won't cover  |
|-------------------------------|--|---|
| Loss of rent for formal lease | The weekly amount as stated on your rental agreement or periodic tenancy agreement if your buildings or sections of your buildings suffer loss or damage caused by an event we cover and are unliveable and/or access to your rental property is prevented due to:  • loss or damage to your contents as a result of an insured event we cover; or  • loss or damage to other property located near your rental property.  The most we will pay is for a maximum period of 12 months rent from the date that the property became unliveable, limited to a maximum amount of \$52,000.  We will cover up to 2 weeks of rent loss limited to a maximum of \$2,000 due to:  • the death of a sole tenant that occurs before the end of the tenancy period of your rental agreement or during a periodic tenancy agreement. Cover will start from the death of the sole tenant  • your rental agreement or periodic tenancy agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority. Cover will start from when the Termination order issued by the Residential Tenancies Tribunal or other relevant authority takes effect. | <ul> <li>Loss of rent if:</li> <li>your rental property is habitable and you can safely gain access to your rental property;</li> <li>your rental property has been untenanted for 90 or more consecutive days immediately before the incident;</li> <li>the sole tenant has given you or your agent notice in accordance with the rental agreement or periodic tenancy agreement prior to their death;</li> <li>your rental property is re-tenanted within the two week period following the death of the sole tenant.</li> <li>Any fees or commissions normally charged by the agent for renting out and/or managing your rental property.</li> </ul> |
|                               |  |   |

| Benefit   | We will cover  | We won't cover  |
|---|--|---|
| Loss of rent for<br>formal lease<br>(continued) | If at the time of the incident, the rental property was untenanted, we will only pay for loss of rent if you can demonstrate that you were actively seeking a tenant. In this case, we will base the lost rent amount on your most recent rental agreement.  |   |
|   | If we pay for loss of rent under your contents cover we will not pay for the same event under your buildings cover.  |   |
| Loss of rent for casual let                     | The loss of rent you incur or rent you are expected to lose if your buildings, or sections of your buildings, suffer loss or damage caused by an event we cover, and are unliveable and/or access to your rental property is prevented due to:  • loss or damage to your contents as a result of an insured event we cover; or  • loss or damage to other property located near your rental property.  The most we will pay is for a maximum period of 12 months rent from the date that the property became unliveable, limited to a maximum amount of \$52,000.  The loss of rent will be calculated as follows:  • for the first month, the actual rent lost as a result of confirmed bookings being cancelled due to the damage, at the same rate and for the same period of time confirmed in those cancelled bookings; and | Loss of rent if your rental property is habitable, and you can safely gain access  Any fees or commissions normally charged by the holiday rental platform for things such as:  • registration, cleaning or advertising; or  • managing or renting out the rental property.  Any rent lost more than 12 months after the incident occurred. |

| Loss of rent for casual let (continued)  • for any period after the first month, the greater of:  - the actual rent lost as a result of confirmed bookings being cancelled due to the damage, at the same rate and for the same  |  |
|--|--|
| period of time confirmed in those cancelled bookings; or  - the rent you would have received during that period, based on paid bookings during the same period in the previous year.  However, if you have not owned the property for 12 months or the paid bookings during the previous year are not reflective of the rent you would have received, for example, where your property has been upgraded or you have recently started renting the property out on a casual let basis, we will base this calculation on the rent of a similar property in a similar area.  You must be able to prove that the rental property would have been available for rent during the period for which you're claiming loss of rent. For example, you could prove that your rental property would have been available for rent through advertisements or by demonstrating availability on the holiday rental platform(s) used.  If we pay for loss of rent under your contents cover we will not pay for the same event under your buildings cover. |  |

## **OPTIONAL BENEFIT**

If we agree, you can also buy the optional benefit shown in the table below for an additional premium. Whether we agree to provide the optional benefit will depend on our underwriting rules and processes at the time. The optional benefit of Rent default is not available, and we will not pay under this optional benefit, for casual let properties.

If you have purchased the optional benefit, it will be shown on your Policy Schedule, and it will only apply:

- once you've paid us the premium or, if you're paying in instalments by direct debit, the instalments have been adjusted to reflect the additional premium; and
- from the date the benefit was listed on your Policy Schedule.

| on your Policy Schedule if your tenant:  • leaves your rental property before the end of the tenancy period of your formal lease or periodic tenancy agreement, without giving you or your agent notice  • is legally evicted from your rental property  • stops paying rent owed to you or your agent.  The most we will pay when the rent is in default is:  • up to the weekly rental income stated on your Policy Schedule  • up to a maximum of 12 weeks.  The amount we pay you will be reduced by any bond money you can legally use after deducting any allowable re-letting expenses and any other costs or expenses you are legally to entitled to | ent default if:  you have not taken all reasonable steps legally available to you under the Residential Tenancies Act, or other relevant State or Territory Legislation, to remedy non-payment and evict the tenant the tenant has not breached your formal lease or periodic tenancy agreement the formal lease could have been legally terminated by you but you did not terminate it the rent is in arrears at the commencement date of this insurance, or when the rent default option was purchased your tenant leaves the rental property ith, or without notice, and you are failed to respond to a 'Notice to emedy Breach' issued by the tenant by you.  I/hen the term of your formal |
|--|---|
| lea  | ase ends.   |

| Optional benefit            | We will cover  | We won't cover   |
|-----------------------------|--|--|
| Rent default<br>(continued) | Conditions   | Rent default during the 'Waiting Period'.  |
|                             | Before any claim can be made:  | All claims of rent default have a waiting  |
|                             | <ul> <li>all arrears must have been paid</li> <li>you must have had a tenant with<br/>rent up to date for at least 4 weeks,<br/>and</li> <li>4 weeks bond money must have<br/>been paid before the tenancy<br/>commenced.</li> </ul>               | period. From the date a loss occurred for rent default, you must wait for the period of time listed on your Policy Schedule before you can claim. Any rent default lost within the waiting period cannot be claimed for. |
|                             | The most we will pay is two weeks rent when:   |  |
|                             | <ul> <li>a tenant vacates the building<br/>without notice when a formal lease<br/>has defaulted to a periodic tenancy<br/>agreement, or</li> <li>a tenant vacates the building when<br/>you or your agent issues a notice to<br/>leave.</li> </ul> |  |
|                             | If we pay a rent default claim we will<br>also cover reasonable legal costs as<br>a result of rent default, up to \$5,000<br>(inclusive of GST) you incur to:  |  |
|                             | • legally evict a tenant   |  |
|                             | <ul> <li>recover amounts owed to you by<br/>a tenant, unless the legal costs are<br/>solely to recover excesses that apply<br/>to a claim under this Policy.</li> </ul>  |  |
|                             | In order for your legal costs to be covered, you will need to contact us before you start incurring them.  |  |

# LIABILITY COVER

### WHAT IS LEGAL LIABILITY COVER?

Legal liability cover insures you for claims made against you if you are legally liable for:

- the death or injury of another person, or
- the loss or damage of another person's property

occurring during the period of insurance.

### WHEN IS LEGAL LIABILITY COVER PROVIDED?

Legal liability cover is included as part of your buildings or contents cover.

The cover provided varies if you have buildings cover, contents cover or both.

Your Policy Schedule shows which covers you have.

### How much we'll pay

We will pay up to the legal liability limit shown on the Policy Schedule for any one incident or series of incidents arising from the same cause. This amount is inclusive of any legal and associated costs relating to the claim made against you.

The cover provided is shown in the tables below, and any cover we provide is subject to exclusions outlined on page 37 to page 44.

# LEGAL LIABILITY COVER IF YOU HAVE INSURED YOUR BUILDINGS

| We will cover   | We won't cover  |
|---|---|
| We will cover you for the amount you are liable to pay for a legal liability claim as an owner of the building arising from an incident at your rental property, during the period of insurance.                          | Any incident which does not occur at your rental property.                          |
| If your buildings are a total loss, we will cover you for the amount you are liable to pay for a legal liability claim arising from an incident at your rental property for up to 6 months from acceptance of your claim. | This legal liability cover will cease on the earliest of the following:             |
|   | the date that re-construction commences at<br>the rental property                   |
|   | • if you sell your rental property, the date when risk passes to the purchaser, or  |
|   | the date you take out a new buildings<br>insurance policy for your rental property. |

# LIABILITY COVER IF YOU HAVE INSURED CONTENTS

| We will cover  | We won't cover   |
|--|--|
| We will cover you for the amount you are liable to pay as an owner of your contents, or occupier of your part of the building if you have insured your contents and you own part of the building that has been subdivided, during the period of insurance. | If you have only insured your contents we will<br>not cover you for any amount you have to pay<br>as an owner of your buildings. |
| The amount you have to pay because of any defect in your contents if you have insured your contents.   |  |
| The amount you have to pay for damage to property while it is in the car park if you provide a car park for your tenant or their visitor to use.   |  |

# **EXCLUSIONS**

Any cover we provide is subject to the following exclusions:

- general exclusions apply to buildings, contents and liability covers including any optional benefit cover selected
- liability cover exclusions apply to liability cover.

### **GENERAL EXCLUSIONS**

These general exclusions apply to all sections of this Policy.

### Intentional, reckless or fraudulent acts

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with, any intentional, reckless or fraudulent acts or omissions by:

- · you;
- anyone acting with your express or implied consent; or
- anyone who owns the buildings or contents insured under this Policy to any extent.

### Reasonable actions and precautions

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, to the extent that it is caused by or arises from you:

- not taking reasonable care to protect and maintain the insured property;
- not taking reasonable steps to minimise the cost of any claim under your Policy; or
- not complying with all laws relating to the safety of a person or property.

### Illegal activity

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

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

#### Business activities at the site

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by or arises from any business or income earning activities (other than your residential rental income) being conducted at the site that you were aware of, or a reasonable person in the circumstances would have been aware of. This exclusion does not apply if the activity is just the use of an office or surgery in your rental property taking up less than 20% of the home buildings.

### Condition of your buildings

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

- · your failure to fix:
  - a defect:
  - a structural fault:
  - a design fault; or
  - faulty workmanship

as soon as is reasonable after you become aware of it, or a reasonable person in the circumstances would have become aware of it;

- your failure to fix damage that existed prior to the incident or occurrence as soon as is reasonable after you become aware of the damage, or a reasonable person in the circumstances would have become aware of it;
- your buildings not being structurally sound, watertight, secure, well maintained and in a good state of repair, for example where:
  - gutters overflow and cause water damage due to a build-up of leaves or other debris;
  - wind, rain or hail entering the buildings due to part of the roof being rusted through.

However, this Condition of your buildings exclusion applies only to the extent that the relevant claim or loss, damage, injury or death, cost or legal liability is caused by, arises from or is made worse by one or more of the above circumstances, and you knew or a reasonable person in the circumstances would have known that the relevant condition of the buildings may cause, give rise to or make worse the claim or loss, damage, injury or death, cost or legal liability.

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability caused by or arising from renovations, alterations, additions or repairs undertaken or authorised by you, where you were aware or a reasonable person in the circumstances would have been aware that the work did not comply with building laws or regulations and, for a strata lot owner, any strata by-laws or constitution of a strata body corporate.

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

• wear, tear, depreciation, rust, oxidisation, corrosion, fading;

- defect, structural fault, design fault or faulty workmanship;
- rising damp, seepage, mould, mildew, rot;
- · previous damage that hasn't been repaired; or
- gradual deterioration due to action of light, air, sand, sea salt, sea water, or atmospheric or climatic conditions

For example, the gradual weathering of brick, mortar or concrete or the breakdown of grouting or tile adhesive over time.

#### Construction works

There is no cover under any section of your Policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by or arises from buildings under construction or undergoing renovations, alterations, additions or repairs that:

- · involve removal of any part of the roof or an external wall; or
- impact the structure of a building such as removing or changing supporting walls, underpinning, foundations or piers.

If you are removing the roof, or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the site, we will cancel your Policy and return any unused premium to you.

### Other loss or damage

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

- an event occurring outside the period of insurance;
- any neglect, poor housekeeping or untidy, unclean or unhygienic living habits such as:
  - odours including from pets, cigarettes or other smoking items;
  - liquid or food stains that have gradually built up over time; or
  - water damage to carpets, flooring or cabinets due to splashing from baths, showers or sinks; however we will cover your legal liability caused by any of the above 3 points;
- any party, function or other event at the site while it's being rented out as a casual let, where there
  are more than 20 people in attendance at any one time, where such an event is not prohibited in
  the short term rental agreement or where you permit it;
- · action of the sea;
- earth movement except for under the Insured Event Landslide or subsidence;
- · hydrostatic pressure;

For example, if you empty your swimming pool or spa, the pressure exerted on it by water in the surrounding ground due to heavy rain, can cause it to move, warp or lift out of the ground.

- mechanical, electronic or electrical breakdown other than under the Insured Event Burning out
  (fusion) of an electric motor, however, we will cover resultant damage to the extent it's covered
  under the Insured Event Fire or explosion;
- insects, vermin or rodents, however, we will cover resultant damage to the extent it's covered under the Insured Events Fire or explosion or Water or liquid damage;
  - For example, we will cover damage caused by fire due to a rat chewing through an electrical wire.
- roots of trees, plants or shrubs, however, we will cover resultant damage to the extent it's covered under the Insured Event Water or liquid damage;
  - For example, we will cover damage due to water escaping from pipes damaged by tree roots.
- a process of cleaning by you:
  - using any chemicals other than domestic household chemicals. (Domestic household chemicals include products that can be purchased from a supermarket or department store); or
  - where domestic household chemicals have been used but not in accordance with the manufacturer's directions for use:
- cancellation of a booking by you or a prospective paying guest under a casual let, except where
  the cancellation is due to the site becoming unliveable, see Additional Benefit of Loss of rent for
  casual let:
- · or in connection with any contagious or communicable disease;
- · or in connection with:
  - an unauthorised or malicious act, software, coding or instructions,
  - a threat, hoax, scam or fraud:
  - programming or operator error; or
  - outage

affecting the use, integrity, security, operation, storage of, or access to, data, information, a computer, system, device, appliance, equipment, software, hardware, backup facility or a component of or attachment to any of these, regardless of time or place.

Examples of what are not covered under your Policy:

- loss, damage, destruction, distortion, erasure, corruption or alteration of, or loss of access to, or
  interference with, data on a computer or access to an internet service, due to malicious software
  or a cyber-attack, including but not imited to viruses, worms, Trojan Horses, back doors, logic
  bombs, trap doors, denials of service, ransomware or any computer hacking;
- unauthorised access to or copying of personal information via the internet or mobile phone network;
- unauthorised access to, or interference with the operation of, an appliance or device via the internet. Wi-Fi or Bluetooth:

 unauthorised access to your computer or device provided by means of a scam, or connection of a storage or other device affected by malicious software.

However, you will still have cover for physical damage to your property insured under your Policy caused by an Insured Event such as fire.

- · or in connection with, any aerial device or aircraft including kites or model aircraft or drones;
- changes in a right, title or interest in your property, for example due to a transfer, agreement or adverse possession,
- damage to a heating element, however we will pay for any loss or damage resulting from damage to a heating element.

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

- end-of-lease expenses such as cleaning, removal of tenants' property, re-letting expenses or removal of rubbish:
- damage covered under a manufacturer's or a supplier's guarantee or warranty (whether express or implied by law); or
- damage to your property while it's being cleaned, repaired, restored or altered by your estate agent or contractor.

# **Commercial management**

We do not cover properties managed by or used as serviced apartments, hotels, motels, resorts, inns or similar venues for accommodation.

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

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

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

# Loss or damage indirectly related to your claim

This policy only covers claims, losses and costs directly related to damage from an Insured Event (such as the costs of repair or replacement) unless additional cover is specifically stated. Any other claims, losses and costs that are not directly related to damage from an Insured Event are not covered, such as but not limited to:

- any decrease in the value of your land or, if you are a strata lot owner, any decrease in the value of your strata lot or your share in relation to company title;
- · any diminished value of your property after it's been repaired;
- any intangible losses including intellectual or sentimental value;
- · the cost of hiring a replacement machine or appliance;
- loss of income (except for loss of rent from your rental property), loss of profits or costs arising from any business interruption (See Additional Benefits for Loss of rent);
- medical expenses or
- · compensation for your stress or anxiety, inconvenience or loss of time.

However, if the claim is covered under Legal liability, and you are ordered by a court or required by a settlement made in accordance with this Policy to pay for a third party's indirect losses, we will cover those indirect losses.

#### Sanctions limitation and exclusion clause

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

# Laws impacting cover

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

### Multiple causes

Where loss, damage, injury or death has two or more causes and at least one of those causes is excluded by this Policy, we will not provide any cover, pay any claim or provide any benefit under this Policy.

# **Unoccupancy exclusions**

If you leave your buildings unoccupied for a period of more than 120 consecutive days you will not be covered for:

- fire or explosion other than if caused by a Catastrophic event
- · burglary, break-in or theft
- · vandalism and malicious damage
- · water or liquid damage
- · accidental glass breakage.

### LIABILITY COVER EXCLUSIONS

We will not pay for:

- · personal injury to:
  - you,
  - anyone who normally lives with you, or
  - any person you employ where that injury arises from their employment with you
- loss or damage to property that you or anyone else that normally lives with you:
  - owns or is legally responsible for, or
  - controls
- loss or damage arising from either you or your family owning or occupying land or buildings not listed on your Policy Schedule.
- loss or damage to property that belongs to any person you employ where that loss or damage arises from their employment with you.
- penalties, fines or awards of aggravated, exemplary or punitive damages made against you.

We will not pay for any liability caused directly or indirectly by:

- any erection or demolition of buildings, construction, alterations, repairs, renovations or additions to your rental property that cost more than \$100,000 (inclusive of GST)
- any alterations, servicing, repairing or any additions to lifts, escalators or hoist, including anything that is part of a lift, escalator or hoist
- any personal profit or advantage that is illegal
- · any disease that is transmitted by you, or any member of your family who normally lives with you
- any business, profession, trade or occupation carried out by you
- any agreement or contract you enter into, however if you would have been liable without the
  agreement or contract, we will pay for that liability
- the use of, removal of or exposure to any asbestos product or products containing asbestos

- the use of a motor vehicle, motorcycle, mini-bike, caravan, trailer, aircraft or watercraft, however we will cover liability that arises from ride-on mowers if they do not require registration
- vibration or interference with the support of the land, buildings or other property
- the discharge, release, dispersal or escape of any pollutants that are bacterial, viral or other germ, or any poisonous substances. This exclusion will not apply if such a discharge, release, dispersal or escape is caused by a sudden, accidental, unexpected and unintended happening
- · a conflict of duty or interest
- · any act of libel or slander
- any act or omission that is dishonest, fraudulent, criminal, wilful or malicious
- deliberate or intentional acts by you, or anyone acting for you, to cause loss, damage or injury.

# YOUR PREMIUM

### HOW WE CALCULATE YOUR PREMIUM

Your premium, including any taxes and charges, will be shown on your Policy Schedule.

We will base your premium on:

- the type, location, occupancy, construction and age of your buildings or contents
- · your contents sum(s) insured
- the cost to rebuild your buildings
- the type and frequency of claims that you have made
- the excess you've chosen
- · discounts you may be eligible for.

Premiums are also subject to Commonwealth and State taxes and/or charges, including GST and stamp duty, which will be listed on your Policy Schedule.

# Multi policy discount

A multi policy discount rewards you with a discount off your premium for holding multiple eligible ANZ insurance policies with us.

To be eligible you must hold two or more current ANZ Home, Landlord or Car Insurance policies and be a named insured with the same name on each eligible policy.

### How it works

- if you take out a new policy and you qualify for the multi policy discount, you are eligible to receive
  the discount on that new policy immediately and other existing policies will recalculate from their
  next renewal date.
- the multi policy discount is calculated at each policy renewal based on the total number of eligible policies. The maximum discount is achieved by having three or more eligible policies.
- if you take out both buildings and contents cover under the same policy number, this is considered as one policy when calculating the multi policy discount.

If you believe that you are eligible for the multi policy discount and it does not appear on your Policy Schedule, please tell us.

# When discounts are applied to your Policy

If you become eligible for any discounts during your period of insurance, the discount will be applied on your next renewal.

### HOW TO PAY YOUR PREMIUM

We offer a range of convenient payments options. You can pay your premium:

- · annually in one lump sum, or
- in fortnightly or monthly instalments

by credit card or direct debit.

### PROBLEMS WITH PAYING YOUR PREMIUM

If you cannot pay your premium on time, please contact the ANZ Insurance Centre as soon as reasonably practicable on 13 16 14, weekdays from 8am to 8pm (AEST).

We may cancel your Policy in accordance with our legal rights if:

- you do not pay your annual premium by the due date
- you pay your premium by instalments and you are more than one month behind.

If you've chosen to pay your premium by direct debit instalments and an instalment remains unpaid for one month or more, we may cancel your Policy and refuse to pay a claim.

# YOUR POLICY

### HOW TO RENEW YOUR POLICY

Before your current Policy expires, we will send you an invitation to renew your Policy or we will advise you that we will not renew your Policy. An invitation to renew will include an updated Policy Schedule and the new premium.

You will need to review the invitation to renew and comply with your duty of disclosure. If you have any questions or if you need to change your cover, contact the ANZ Insurance Centre on 13 16 14, weekdays from 8am to 8pm (AEST).

If you have previously paid your premium by instalments, we will continue to deduct payments from your nominated account when your Policy is renewed. If you paid your last premium in one lump sum, we must receive your payment by the due date, otherwise your buildings or contents will not be insured.

# **HOW TO CHANGE YOUR POLICY**

It's important that all the details in your Policy Schedule are current and correct.

You must tell us as soon as reasonably possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury as this may limit your cover or prevent you from claiming on your Policy.

If you don't tell us, we may reduce or refuse to pay a claim.

When you tell us about something that has changed or request a change to your Policy, we will assess the change to the risk in accordance with our underwriting rules and processes.

### Examples include:

- the occupancy of your rental property changes, for example, it changes from formal lease to casual let (or the other way around), or you decide to move into it yourself
- your buildings become unoccupied for more than 120 consecutive days
- additions or renovations you're planning to make to your rental property

You'll also need to consider the level of your sum insured when making changes such as:

- purchasing new items that increase the value of your contents (you'll need to revise your sum insured)
- additions or renovations to your rental property
- changes to the amount of weekly rental income.

If you leave your buildings unoccupied for a period of more than 120 consecutive days you will not be covered for:

- fire or explosion other than if caused by a catastrophic event
- burglary, break-in or theft
- · vandalism and malicious damage
- · water or liquid damage
- · accidental glass breakage.

You can call us on 13 16 14 to request continued cover while it's unoccupied. If we agree to continue your cover, we may impose conditions or exclusions.

### Step 1 - Contact us to change your Policy or update your details

Call the ANZ Insurance Centre on 13 16 14, weekdays from 8am to 8pm (AEST).

# Step 2 – Check the changes

After we update your details, you will then be sent an Alteration Schedule.

You will need to review the Alteration Schedule. If you have any questions or if you need to make any changes, you must contact the ANZ Insurance Centre on 13 16 14, weekdays from 8am to 8pm (AEST).

### Step 3 - Pay your premium if it has increased

We will tell you if your premium has increased. If you pay your premium by instalments, we will adjust your instalments and commence deducting the new amount from your nominated account. If you pay your premium in one lump sum, you need to pay your premium by the due date to ensure you remain covered.

### HOW TO CANCEL YOUR POLICY

If you want to cancel your Policy, call the ANZ Insurance Centre on 13 16 14, weekdays from 8am to 8pm (AEST).

We may need your cancellation request in writing. If you cancel your Policy before it ends, and provided no claim has been made, we will refund an amount for the unused premium.

# **COOLING OFF PERIOD**

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

You can also cancel your Policy outside the cooling off period, see 'How To Cancel Your Policy'.

# YOUR RESPONSIBILITIES TO US

### CONDITIONS WHEN YOU ARE INSURED WITH US

In addition to your duty of disclosure, there are other conditions that you must meet when you are insured with us.

#### You must:

- be honest in any statement you make in connection with your Policy
- pay your premium, including paying instalments regularly and on time
- take reasonable precautions to avoid a claim being made, including engaging only suitably qualified persons to clean, repair, restore or alter your buildings and contents
- obey all laws and make sure anyone acting on your behalf obeys all laws relating to the safety
  of a person or property
- comply with the conditions of this Policy
- not make a fraudulent claim under this Policy or any other Policy.

#### When there is more than one insured

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds.

We may rely on a request from one insured to cancel or change your Policy or tell us where a claim payment should be paid.

# Interests in the Policy

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

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

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy in relation to any claim they make.

# Sending you documents

We may send letters, Policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record and let us know as soon as these change.

# Construction, renovations, alterations or repairs

You need to contact us and provide details before you start any construction, renovations, alterations or repairs to your buildings where the estimated value is over \$100,000. If we agree to insure you while this is happening, we'll confirm in writing and may require an additional premium.

Unless we otherwise agree, we will not pay for any loss or damage, or liability caused directly by or arising from buildings in the course construction, renovation, alteration or repair where the estimated value is over \$100,000. If this happens to your buildings, your Policy will be cancelled by us and any unused premium returned to you.

# **CLAIMS**

This section explains our claims process.

We handle many home insurance claims every day. We know that some of our customers face difficult circumstances when making a claim on their landlord insurance Policy. In some cases, your circumstances might prevent you from strictly complying with policy terms and conditions. If this applies to you, then you should speak to us about your situation. We will consider your situation and see how we can help you.

You can ask us if your Policy covers a particular loss before you actually make a claim.

### WHAT YOU MUST DO AFTER AN INCIDENT

As soon as reasonably possible after an incident you must:

- take reasonable steps to:
  - prevent further loss or damage to your property and keep it secure;
  - get the full name and address of each person involved; and
  - report the incident to police if something was lost, stolen or deliberately damaged and provide details of the report to us. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss.

As soon as you can after the incident, call us on 13 16 14 to make a claim. If the situation requires urgent attention, please call us. We're available 24 hours, 7 days a week.

If, as a result of an incident, you are in urgent financial need of the benefits you're entitled to under your Policy, please call us as soon as possible to see how we can assist you.

### WHAT YOU MUST NOT DO AFTER AN INCIDENT

We reserve the right to reduce your claim payment if your actions after an incident increase the loss or liability. If your actions prevent us from recovering a claim payment from another person who would be liable to you for a loss or liability that you suffer, then we may refuse to pay your claim. To avoid your claim being delayed, reduced or refused you must not:

- admit fault or liability, except in a court or to police. Call us if you would like guidance;
- offer or negotiate to settle a claim against you;
- unnecessarily delay notifying us of the incident;
- enter into any agreement with anyone else which could limit the amount that could be recovered from them:
- agree not to seek compensation from any person liable to compensate you (See Preventing our right of recovery);

- authorise repairs to or arrange replacement of any of the property insured in connection with any
  claim without our consent, other than emergency repairs necessary to prevent further loss. If we
  pay your claim, we will pay for these repairs, but you must retain all receipts or other evidence of
  the extent of repairs and their cost; or
- dispose of damaged items unless we've first agreed to this. This is so we can establish the cause or
  extent of the damage to quickly and accurately assess your claim. Call us on 13 16 14 if you would
  like guidance including where there is hazardous material present.

# Cooperating with us

You must provide reasonable assistance to us, including:

- · being truthful and frank at all times;
- providing us with relevant information and documents we ask for, such as proof of purchase or repair quotes, if needed;
- telling us promptly if you've been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- attending one or more interviews about the claim if we ask you to;
- appearing in court, giving evidence or providing a formal statement, if needed;
- making your property available for us to inspect or examine; and
- responding to our requests in a timely manner.

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, our suppliers or third parties involved in an incident.

If you don't cooperate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim.

#### Contribution and other insurance

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

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

### Salvage

If we pay a claim by replacing or paying to replace any items or materials, we're entitled to obtain and retain any items or materials salvaged or recovered. We may sell the items or materials and keep the proceeds. If you ask us, we may agree to sell the items or materials to you, provided you agree to pay the fair market value. This is the price we could get if we sold the items or materials to someone else who is willing and able to buy them. If there is no market for the items or materials, then we will base the amount on enquiries made to appropriately experienced or qualified third party professionals.

### WHAT HAPPENS AFTER A TOTAL LOSS?

# **Buildings and/or contents**

Cover ends when your claim has been accepted. However, we'll still pay for Additional Benefits if they apply to your cover, they are directly connected to the total loss and they continue to be relevant.

If you have buildings cover, we may continue to cover your legal liability in relation to the site for a limited period. See liability cover if your buildings are a total loss for details.

# Your premium after a total loss

If you paid your premium annually there is no premium refund.

If you paid in instalments – you will still need to pay the total of any remaining premium instalments for the period of insurance. If your Policy comes to an end, depending on how we settle your claim, we will either deduct the total of all remaining instalments from your claim settlement or we will ask you to pay the total to us.

The total premium is payable and non-refundable because you have received the benefit of the cover we provide under the Policy.

# Lender's rights

If we're settling your claim by paying you (instead of paying our repairer or other service providers), and you have used all or part of your buildings or contents as security for a loan from a lender, we reserve the right to pay all or part of the payment to the lender.

The amount we pay to the lender will be the lesser of:

- the amount owing to them (with any balance paid to you); or
- the amount we agree to pay in settlement of the secured property.

A payment made to a lender will satisfy our obligation to you for the amount paid.

For more information about other interests in your Policy, see Interests in the policy.

### Claim payments and GST

We pay claims inclusive of GST unless the owner of the property is a business which is, or needs to be, registered for GST. In that case, we'll reduce the amount we pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim we pay.

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Unless we say otherwise, all amounts in your Policy are inclusive of GST.

### Claims administration, going to court, recovery action and legal liability claims

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

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

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

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

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

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

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

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

# Preventing our right of recovery

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

# Providing proof of ownership and value

In some cases we will ask you for proof that you owned the items you're claiming for and for documents or other information to assist us in assessing their value. Whether we ask for proof and, if we do, the types of documents we ask for may depend on the situation. So that your claim can be assessed, make sure you keep things like:

- · receipts or tax invoices;
- · credit card or bank statements;
- quarantee or warranty certificates;
- photographs or video film of the item/s in your rental property.

If, however, your proof of ownership was destroyed in a fire, we may accept other evidence of ownership.

If, after reviewing all the evidence about your claim that has been provided to us, we're not satisfied that you actually owned the items, we may refuse to pay your claim.

# Other information we may need to process your claim

Make sure you keep things like:

- · any cleaning or repair quotes or receipts;
- · receipts for expenses deducted from the bond money or security bond;
- records of commissions payable to your estate agent or a holiday rental platform;
- lease agreements or details of booking confirmations and payments received;
- · records of cancellations:
- bond receipts or details of the security bond, booking fees and deposits; and
- · rent receipt records.

If you rent your property out through a holiday rental platform, you should keep a record of any cancelled bookings just in case the holiday rental platform doesn't retain or provide you with access to these records.

# **EXCESSES**

In most cases, you'll need to contribute an amount towards the cost of any claims we agree to pay. Your contribution may be made up of one or more of the following excess types. The excess types and amounts that apply to your Policy will be shown on your Policy Schedule or the section of this Policy you are claiming under.

If you claim under 'Legal liability cover' you will not pay your excess.

If you claim on more than one cover for the same incident, you'll only need to pay the highest applicable excess.

The excess amount(s) are shown on your Policy Schedule.

| Excess types                              | When it applies  |
|---|--|
| Landlord Building<br>Excess               | All buildings claims unless otherwise stated.  |
| Landlord Contents<br>Excess               | All contents claims unless otherwise stated.   |
| Theft and damage by tenants excess        | In addition to the Landlord Building Excess or the Landlord Contents Excess for all theft and damage by tenants or paying guests claims unless otherwise stated. |
| Earthquake or<br>Tsunami Excess           | In addition to the Landlord Building Excess or the Landlord Contents Excess for all earthquake or tsunami claims.  |
| Imposed Excess                            | In addition to any excesses that apply to a claim as set out on your Policy  |
| This may apply due to your claims history | Schedule.  |
|   | An imposed excess may be required to cover your building and/or contents and if it does, it will be shown on your Policy Schedule.                               |

# Rent default waiting period

All claims of rent default have a waiting period. From the date a loss occurred for rent default, you must wait for two weeks before you can claim. Any rent default lost within the waiting period cannot be claimed for.

#### **HOW WE SETTLE CLAIMS**

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

### HOW WE SETTLE BUILDINGS CLAIMS

We'll normally pay our supplier the necessary and reasonable cost to repair, replace or rebuild the damaged parts of the buildings to a condition substantially the same as, but not better than, when new. Where this happens, you'll receive our Lifetime guarantee on buildings repairs.

If your buildings are a total loss and your claim is accepted, full building replacement cover will apply unless the buildings are in a dilapidated condition at the time of a claim. In this case we may settle your claim for a reduced amount in accordance with our legal rights.

# If you don't use our supplier

We will pay you the reasonable cost to repair, replace or rebuild the damaged parts of your buildings to a condition substantially the same as but not better than when new if, for example:

- · you decide to:
  - rebuild to a better standard; or
  - sell the land at the site; and/or
  - rebuild elsewhere;
- if it's not practical for us to repair, replace or rebuild your buildings due to the age, construction or condition of your buildings or if materials needed for repairs are not readily available;
- if you choose to go with a supplier (which includes a repairer or builder) of your choice.

To assess the cost of the necessary work required to repair, replace or rebuild the damaged parts of your buildings we will, where possible, obtain a scope of works and a quote from our supplier. If you agree with this, we will then pay you the amount quoted by our supplier.

If you're not happy with the amount quoted by our supplier, or if we're unable to obtain a scope of works from our supplier, we'll ask you to provide us with a fully itemised scope of works and quote from a supplier of your choice for us to consider. We'll review these to ensure they cover the necessary work and are within market rates. To determine this, we'll consider the following:

- our supplier's scope of works and quote (if we were able to obtain it);
- our own data and experience with similar repairs, replacements or rebuilding;
- third party cost estimation sources; and
- your circumstances, including the location and attributes of your buildings.

Following our review, we'll do one of the following:

- If we believe your supplier's scope of works and quote cover the necessary work and are within market rates, we'll pay you the amount quoted by them.
- If we believe your supplier's scope of works either omits or overstates aspects of the work required or their quote is significantly above market rates, we'll discuss this with you and/or them and seek agreement on the scope of works and quote.
  - If we come to an agreement with you or your supplier, we'll pay you the amount agreed.
  - If we're still unable to agree with you on the amount we'll pay you, we'll attempt to obtain a scope of works, quote or report (as required) from an alternative supplier we both agree on, and we'll review these together with you to arrive at a final scope of works and quote. If we're able to come to an agreement, we'll pay you the amount quoted by them.
  - If we're unable to agree on an alternative supplier, we believe the alternative supplier's scope of works either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.

When we pay you the reasonable cost to repair, replace or rebuild the damaged parts of your buildings, you will not be eligible for our Lifetime guarantee on buildings repairs because we won't have appointed the supplier or managed the works.

# Undamaged parts of your buildings

We won't pay for any undamaged parts of your buildings, even to restore those undamaged parts to achieve a uniform appearance, other than to the extent set out in the table below in relation to internal buildings damage:

| External buildings damage                      |   |
|--|---|
| Damage to roofs,<br>doors, gates and<br>fences | We'll only repair or replace the individual tiles, roof sheeting, doors, gates or fence panels that were damaged. |
| Damage to external walls                       | We'll only repair or replace the part of the wall that was damaged.   |
| Paths/driveways/<br>tennis courts etc.         | We'll only repair or replace the areas that were damaged.   |

| Internal buildings damage                     |   |
|---|---|
| Damage to internal flooring (excludes carpets | We'll pay to repair or replace up to an existing change or join in the flooring, or an archway, doorway or similar opening, whichever is closest to the damage.   |
| and floating<br>floorboards) –                | We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide.  |
| these are covered as contents)                | This is a common width of a doorway.  |
| ,   | We won't pay to replace any undamaged materials in any other adjoining rooms, hallways or stairwells.   |
| Damage to internal walls                      | We'll pay to repair or replace the damaged wall(s). We won't pay to replace the wall covering, for example wallpaper or paint on any adjoining walls or in any adjoining rooms, hallways or stairwells. |
| Damage to internal fixtures/ fittings         | We'll pay to repair or replace fitted cupboards, sections of cabinets and sections of benchtops if they are continuously joined to, and made of the same material as, the damaged part.                 |

### Matching materials

If part of your rental property is damaged or destroyed by an Insured Event and we agree to pay your claim, or one of our suppliers has caused damage during exploratory work to locate the source of escaped water or other liquid, we'll match existing materials if they're commercially available in Australia when we repair, replace or rebuild the damaged property.

If not, we'll use the nearest equivalent materials that we can source locally. In this case, if the damage is inside your buildings, we will also pay the reasonable cost to replace undamaged parts of the same room, hallway or stairwell (to the nearest doorway, archway, or other opening) so that it matches or complements the materials we've used. We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide (this is a common width of a doorway). If you're not satisfied with the nearest equivalent materials we source, we will pay you what it would have cost to repair, replace or rebuild with these materials.

# Delays in repairing, replacing or rebuilding

If you delay repairing, replacing or rebuilding, for example by unreasonably delaying to review and approve documents necessary to effect the repair, replacement or rebuilding, for more than six months from the date when the claim was approved, we'll only pay the reasonable cost that would have been incurred to repair, replace or rebuild your buildings at the time the claim was approved. You may have to pay any increase in cost caused by your delay.

If you believe that, due to special circumstances, you have a reason to delay the repair, replacement or rebuilding for more than six months, we will give consideration to those circumstances, and we may:

- · not charge you for any increase in cost caused by the delay; or
- pay the reasonable cost that would have been incurred to repair, replace or rebuild your buildings at the time the claim was approved

# Rebuilding at an alternative location

If your buildings are a total loss, you may choose to rebuild at another site in Australia. We won't pay you more than what the Full Building Replacement cost would have been at the original site.

### Lifetime guarantee on buildings repairs

We closely monitor the performance of our suppliers to help ensure the best outcome for our insureds. This enables us to guarantee that if we have:

- selected and authorised a supplier to replace, repair or rebuild your buildings; and
- paid, or have a legal liability to pay, the supplier, repairer or builder directly for this work;

and a defect arises in the lifetime of your buildings as a result of poor–quality workmanship or use of incorrect or poor–quality materials, we'll rectify the problem by arranging, authorising and paying for further replacement, repair or rebuilding.

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

This guarantee does not apply to:

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

#### **Fences**

When we agree to pay a claim for damage to a shared or dividing fence, we will pay no more than your proportion of costs for the repair or replacement in accordance with the relevant legislation relating to dividing fences, for example Dividing Fences Act or Dividing Fences and Trees Act or any similar legislation. Typically, your proportion of the cost will be 50% of the repair or replacement cost of the fence.

If there is no legislation in place in relation to the amount that you are liable for, with respect to the repair or replacement of dividing fences, then we will pay no more than 50% of the cost of repair or replacement of the shared or dividing fence.

However, we will pay the full cost to repair, rebuild or replace the fence if:

- there's no neighbour who is liable to share the cost of repairing, rebuilding or replacing the fence;
   or
- the damage to the fence was caused by an Insured Event at your site and you're liable to pay the full cost of repairing, rebuilding or replacing the fence.

We will pay no more than the cost to repair, rebuild or replace a fence of the same quality and specification as the fence which was damaged.

### HOW WE SETTLE CONTENTS CLAIMS

If a damaged item can be repaired, we'll normally pay our repairer the necessary and reasonable cost to repair your contents item to a condition substantially the same as, but not better than, when new.

If it's not economical to repair the item, or it's been lost or stolen, we'll replace the item with a new one that's substantially the same where it's practical to do so.

If the Policy limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

### If you don't use our repairer, or we can't repair or replace the item

We will pay you the reasonable cost to repair or replace the lost, stolen or damaged contents to a condition substantially the same as, but not better than when new if, for example:

- you decide to replace those contents with items that are not substantially the same;
- you decide you do not want the contents repaired or replaced;
   If you don't want an item repaired we will not pay to replace it; we'll pay what it would have cost to repair it. See How we determine the amount we'll pay if the item is repairable.
- it's not practical for us to repair or replace your contents due to the age, style, type, condition or nature of your contents or if materials or skills needed for repairs are not readily and locally available;
- you choose to go with a repairer of your choice.

If the Policy limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

# How the amount we'll pay is determined if the item is repairable

To assess the necessary work required to repair damaged contents items we will, where possible, obtain a report or quote from our repairer. If you agree with this, we will then pay you the amount quoted by our repairer.

If you're not happy with the amount quoted by our repairer, or if we're unable to obtain a report or quote from our repairer, we'll ask you to provide us with a report or quote from a repairer of your choice for us to consider. We'll review this to ensure it covers the necessary work and is within market rates. To determine this, we'll consider the following:

- our repairer's report or quote (if we were able to obtain it);
- · our own data and experience with similar repairs;
- · third party cost estimation sources; and
- your circumstances, including the location and attributes of your contents.

Following our review, we'll do one of the following:

- If we believe your repairer's report or quote covers the necessary work and is within market rates, we'll pay you the amount quoted by them.
- If we believe your repairer's report or quote either omits or overstates aspects of the work required or their quote is significantly above market rates, we'll discuss this with you and/or them and seek agreement on the report or quote.
  - If we come to an agreement with you or your repairer, we'll pay you the amount agreed.
  - If we're still unable to agree with you on the amount we'll pay you, we'll attempt to obtain a
    quote or report from an alternative repairer we both agree on, and we'll review this together
    with you to arrive at a final quote. If we're able to come to an agreement, we'll pay you the
    amount quoted by them.
  - If we're unable to agree on an alternative repairer, we believe the alternative repairer's report or quote either omits or overstates key aspects of the work required, or we believe their quote is significantly above market rates, we'll refer you to our complaints process.

If the Policy limit or sum insured is not adequate to repair or replace the item to a condition substantially the same as when new, the most we will pay is the item limit or sum insured.

# How the amount we'll pay is determined if the item is not repairable

For replacement items that are readily available, we will pay you an amount equal to the lowest price available to you from a reputable commercial retailer at the time we settle the claim.

If an item is not readily available, we'll pay you an amount equal to the lowest price available to you from a reputable commercial retailer at the time we settle the claim for an equivalent item with similar specifications and functionality.

# How the amount we'll pay is determined if the item can't be replaced

If we can't repair the item, or it can't be replaced because of its antiquity or rarity, we'll pay the lesser of:

- · the standard Policy limit; and
- the fair market value based on enquiries made to independent and appropriately experienced or qualified professionals.

If your contents sum insured is inadequate, we will only pay up to the sum insured or any applicable standard Policy limits.

# The most we'll pay

The most we'll pay in total for your contents is your contents sum insured, plus any Additional Contents Benefits payable on top of the contents sum insured, less any applicable excesses.

Your contents sum insured may be increased through the application of the Increase in Sum Insured benefit.

We treat the following items differently when we pay your claim:

| Item                             | What we pay   |
|----------------------------------|---|
| Carpets and Floating Floorboards | We'll pay to repair or replace up to an existing change or join in the carpet or floating floorboards, or an archway, doorway or similar opening, whichever is closest to the damage. |
|                                  | We'll consider a combined lounge/dining room as one room if the opening between them is more than 82cm wide.  |
|                                  | This is a common width of a doorway.  |
|                                  | We won't pay to replace any undamaged carpet or floating floorboards in any other adjoining rooms, hallways or stairwells.  |

# COMPLAINTS

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

### Step 1 - Talk to us

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

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

### Step 2 - Customer Care

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

### Step 3 - Internal Dispute Resolution

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

# Step 4 – Still not resolved?

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

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

Disputes not covered by the AFCA Rules

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

Privacy complaints

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

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

# CONTACTING CUSTOMER CARE, AFCA OR THE OAIC

| How to contact Customer Care |  |
|------------------------------|--|
| Phone                        | 13 16 14, weekdays 8am-8pm (AEST)  |
|                              | Calls from mobiles, public telephones or hotel rooms may attract additional charges. |
| Email                        | anzinsurance@qbe.com   |
| Post                         | Customer Care Unit, GPO Box 213, Parramatta NSW 2124                                 |

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

| How to contact the OAIC |  |
|-------------------------|--|
| Phone                   | 1300 363 992   |
|                         | Calls from mobiles, public telephones or hotel rooms may attract additional charges. |
| Email                   | enquiries@oaic.gov.au  |
| Online                  | www.oaic.gov.au  |

# **OUR COMMITMENT TO YOU**

### GENERAL INSURANCE CODE OF PRACTICE

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

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

#### **QBE PRIVACY STATEMENT**

QBE takes the security of your personal information seriously.

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

Our Privacy Policy describes in more detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit qbe.com/au/privacy or contact QBE Customer Care on 13 16 14.

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

#### ANZ PRIVACY STATEMENT

ANZ is committed to ensuring the confidentiality and security of your personal information. As the distributor of this product, ANZ collects your personal information from you in order to distribute, manage and administer its products and services. Without your personal information, ANZ may not be able to process your application or provide you with the products and services you require.

ANZ's Privacy Policy details how ANZ manages your personal information and is available on request or may be downloaded from anz.com/privacy

In order to undertake the distribution, management and administration of ANZ's products and services, it may be necessary for ANZ to disclose your personal information to certain third parties.

Unless you consent to such disclosure ANZ will not be able to consider the information you have provided.

### Providing your information to others

The parties to whom ANZ may routinely disclose your personal information include:

- to QBE, as the issuer of this product;
- an organisation that assists ANZ and/or its related companies to detect and protect against consumer fraud:
- any related company of ANZ which will use the information for the same purposes as ANZ and will
  act under ANZ's Privacy Policy;
- an organisation that is in an arrangement or alliance with ANZ and/or any of ANZ's related
  companies to jointly offer products and/or to share information for marketing purposes (and any
  of its outsourced service providers or agents), to enable them or ANZ and/or any of its related
  companies to provide you with products or services and/or to promote a product or service;
- organisations performing administration or compliance functions in relation to the products and services ANZ provides;
- ANZ's solicitors or legal representatives;
- organisations maintaining ANZ's information technology systems;
- organisations providing mailing and printing services;
- persons who act on your behalf (such as your agent or financial adviser);
- regulatory bodies, government agencies, law enforcement bodies and courts.

ANZ and its related companies will also disclose your personal information in circumstances where they are required by law to do so.

ANZ may disclose information to recipients (including service providers and related companies) which are (1) located outside of Australia and/or (2) not established in or do not carry out business in Australia.

You can find details about the location of these recipients in ANZ's Privacy Policy which can be found at anz.com/privacy

If you do not want ANZ or its related companies or alliance partners to tell you about products or services, phone Customer Services 13 13 14 to withdraw your consent.

### Collecting sensitive information

ANZ will not collect sensitive information about you, such as information about any criminal charges, without your consent. Any sensitive information collected about you will only be used by the insurer to assess your application and if approved, to provide this product.

### **Privacy consent**

ANZ may send you information about its financial products and services from time to time. ANZ may also decide to disclose your information (other than sensitive information) to its related companies or alliance partners to enable them or ANZ to tell you about a product or service offered by them or a third party with whom they have an agreement.

You may elect not to receive such information at any time by contacting Customer Services on 13 13 14.

Where you wish to authorise any other parties to act on your behalf, to receive information and/or undertake transactions please notify ANZ in writing.

If you give ANZ personal information about someone else, please show them a copy of this document so that they understand the manner in which their personal information may be used or disclosed by ANZ in connection with your dealings with ANZ.

### **Privacy Policy**

ANZ's Privacy Policy contains information about:

- When ANZ may collect information from a third party;
- How to access and seek correction of personal information;
- How you can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

You can contact ANZ about your information or any other privacy matter as follows:

GPO Box 75 Sydney NSW 2001

### Email yourfeedback@anz.com

ANZ may charge you a reasonable fee for this.

If any of your personal information is incorrect or has changed, please let ANZ know by contacting Customer Services on 13 13 14.

More information can be found in ANZ's Privacy Policy which can be obtained from its website at anz.com/privacy

### Kinds of personal information we collect and hold

Personal information we may collect from you includes:

- your name, address, date of birth and contact details;
- · details of any property you insure;

- your financial details, if you take out consumer credit insurance, if your insured property is financed as well as when you decide to pay us by direct debit;
- medical and health information, if you take out travel or sickness and accident insurance or if your claim relates to a sickness or an accident;
- professional qualifications, if they are relevant to the insurance you take out with us; and
- your past employment, qualifications, residency status and proof of identity if you apply to work with us

### Sources of personal information

We may ask you to provide us with your personal information if you're:

- our customer or a beneficiary under one of our customer's policies;
- involved in a claim as a claimant or as a witness;
- a customer of one of our business partners or insurance intermediaries;
- an entrant in a competition or a participant in a loyalty programme or marketing initiative;
- a business partner, where we may contact you to promote our products and services;
- · a trainee or person using our training facility; or
- an applicant for employment, through our recruitment services provider.

In most cases we'll collect personal information directly from you. We'll obtain your consent to collect sensitive information, such as information about your health, unless we're required or permitted by law to collect it without your consent.

If you're a borrower and your financial institution has required you to pay for lenders' mortgage insurance (LMI) you're not our insured, but we collect your information so that we can assess the risk that you may default on your loan. For more information about LMI and your privacy please visit www.gbelmi.com.au

# Purposes for collecting, holding, using and disclosing personal information

We only collect, hold, use and disclose your personal information in ways that you'd reasonably expect and where it is reasonably necessary for our business, including:

- · issuing, administering and managing insurance policies;
- · processing claims and taking recovery action;
- working with our business partners and insurance intermediaries;
- · assessing your suitability to work with us; and
- conducting marketing initiatives and promotional activities.

We'll request your consent for any other purpose which you wouldn't reasonably expect.

If you choose not to provide us with your personal information, we may not be able to do business with you.

### Anonymity and pseudonymity

There are circumstances where you may be able to deal with us anonymously or by using pseudonym, including where you're only looking for general information about one of our products or services or a quote.

# How personal information is collected and held

We collect your personal information when you contact us, use our online services, enter our promotions, participate in marketing initiatives, deal with our business partners and insurance intermediaries and when you apply to work with us.

Your personal information is recorded in our systems, databases and paper records and is held in secure environments. We may use our related bodies corporate, agents and third party suppliers for data storage, which may be located outside of Australia.

Any personal information you provide over the internet is held securely and isn't retained on our web servers. We use service providers and secure online payment facilities so that you can pay us by credit card. Your details can't be accessed through the internet after your payment has been processed.

When you visit our websites we use common internet technologies, such as cookies, to collect general statistical information to assist you to use our online services. We don't collect personal information from cookies or use cookies for marketing purposes.

### Disclosure to overseas recipients

Sometimes we store or disclose your personal information overseas. The location varies but includes the Philippines, India, Ireland, the UK, the USA, China and countries within the European Union.

Where your personal information has been disclosed overseas, there's a possibility that the recipient may be required to disclose it under a foreign law. Where this occurs, such disclosure isn't a breach of the Act.

# Who we may disclose your personal information to and why

We, or our agents, may disclose your personal information to:

- · any person authorised by you;
- our related bodies corporate, including QBE's services company located in the Philippines which provides sales, claims, accounting and administration services;
- mail houses, records management companies or technology services providers for printing and/or delivery of mail and email, including secure storage and management of our records;
- financiers of any property you insure with us, to confirm that your Policy is current or where your
  property is a total loss, to confirm they have a current interest;

- medical practitioners or health care providers, to establish your medical status, arrange appropriate
  treatment and services. In an emergency we may also disclose information to your employer or
  family members;
- organisations that provides banking or transactional services to facilitate payments to and from us;
- co-insureds, to confirm that full disclosure has been made to us;
- other insurers to obtain information about your past insurance history, including to confirm a no claims bonus status, to assess insurance risk or assist with an investigation;
- · our reinsurers:
- dispute resolution organisations such as the Australian Financial Complaints Authority (AFCA);
- · companies that conduct customer surveys on our behalf; and
- insurance reference bureaus to report claims you make with us.

We may also disclose your personal information to:

- repairers and suppliers, to repair or replace your property;
- Investigators and assessors, to investigate and assess your claim and matters related to it;
- lawyers and recovery agents, to defend an action by a third party against you, to recover our
  costs (including amounts you owe us) or to seek a legal opinion on matters related to products or
  services you have with us;
- · witnesses, to obtain a witness statements; and
- Other parties to a claim to obtain statements from them, seek recovery or to defend an action.

Personal information about you may also be collected from these people and organisations.

#### Accessing and seeking correction of your personal information

Our aim is to always have accurate, complete, up-to-date and relevant personal information. When you talk to us or if we send you documentation, you should check that the information we hold about you is correct.

You can request access to the personal information that we hold about you at any time, and ask us to correct any errors. Generally no restrictions or charges will apply.

### **FINANCIAL CLAIMS SCHEME**

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

#### How to contact APRA

Phone 1300 558 849

Calls from mobiles, public telephones or hotel rooms may attract additional charges.

Online www.apra.gov.au/financial-claims-scheme-general-insurers

# **GLOSSARY**

## Words with a special meaning:

| When we say                       | We mean  |
|-----------------------------------|--|
| Accidental                        | Unintended and unexpected.   |
| Action of the sea                 | Rise in the level of the sea, sea waves, high or king tides, tidal waves, storm surge, or any other movement of the sea other than tsunami.  |
| Allowable re-<br>letting expenses | Re-letting expenses as specified in the current Rental Agreement for your property.  |
| Bond money                        | Money paid by the tenant and held as security against damage to the property, outstanding rent or other costs. For a formal lease, your Policy operates on the basis that your tenant has paid bond money that equals at least four weeks rent.  |
| Buildings                         | Buildings that you own or are legally responsible for as defined under 'What Buildings We Protect' on page 6 to page 7.  |
| Casual let                        | Where an entire property is rented out primarily for short term holiday purposes and there is no legal requirement for a lease agreement under the relevant residential tenancy legislation. The rental period under a casual let must be less than 3 months.  |
|                                   | Casual lets may be facilitated through a holiday rental platform including an estate agent and online holiday rental booking sites.  |
|                                   | Casual lets do not include premises that:  |
|                                   | <ul> <li>are not legally approved as habitable spaces for residential purposes; or</li> <li>are not standard housing such as: <ul> <li>free-standing houses;</li> <li>units, flats or apartments;</li> <li>semi-detached houses;</li> <li>townhouses or villas;</li> <li>terraces;</li> <li>duplexes, triplexes, fourplexes; or</li> </ul> </li> </ul> |
|                                   | <ul> <li>are unsafe to live in; or</li> <li>do not have functional bathroom facilities; or</li> <li>are not connected to the electricity supply; or</li> </ul>   |

| When we say               | We mean  |
|---------------------------|--|
| Casual let<br>(continued) | <ul> <li>are not connected to hot and cold running water; or</li> <li>are not furnished such that they are comfortably habitable; or</li> <li>do not contain a functioning refrigerator and cooking appliance.</li> </ul>  |
| Catastrophic event        | A major, suddenly occurring natural disaster covered by this Policy.   |
| Contents                  | Contents that you own or are legally responsible for as defined under 'What Contents We Protect' on page 20 to page 21.  |
| Damage or damaged         | When property insured by this Policy is physically harmed, but not from wear and tear, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable.  |
| Earth<br>movement         | Includes landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, erosion, settlement, shrinkage of earth but not earthquake.   |
| Event/Incident            | A single occurrence or a series of occurrences, including an accident or series of accidents, arising out of one event.  |
| Excess                    | The amount you may need to contribute towards the cost of a claim on your Policy. The amount and type of excess that may apply to your Policy is shown on your current Policy Schedule.  |
| Fixtures and fittings     | Any household equipment or household items that are permanently attached to your buildings.  |
| Flood                     | The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:   |
|                           | <ul> <li>a. a lake (whether or not it has been altered or modified);</li> <li>b. a river (whether or not it has been altered or modified);</li> <li>c. a creek (whether or not it has been altered or modified);</li> <li>d. another natural watercourse (whether or not it has been altered or modified);</li> <li>e. a reservoir;</li> <li>f. a canal;</li> <li>g. a dam.</li> </ul> |

| When we say                  | We mean  |
|------------------------------|--|
| Formal lease                 | Where an entire property is rented out as a residence and not for short term holiday purposes, and if the relevant residential tenancy legislation:  |
|                              | <ul> <li>requires a lease agreement – there is a lease agreement in place that<br/>complies with that legislation; or</li> </ul>   |
|                              | <ul> <li>does not require a lease agreement - if the rental period is 3 months or<br/>longer, there is a lease agreement in place.</li> </ul>  |
| Full Building<br>Replacement | This is the total amount payable to rebuild your buildings at the insured site to the same size and standard as your current buildings in the event that a total loss occurs as a result of an insured event.    |
| Holiday rental               | Either:  |
| platform                     | A website that, or   |
|                              | A suitably licensed real estate agent who,   |
|                              | facilitates a transaction for a casual let arrangement between you and a paying guest, provided the website or the agent records the name, address and telephone number of the paying guest.                     |
| Malicious act                | An act done with intent and without your consent.  |
| Paying guest                 | A person, and any additional guests accompanying them (including their family or visitors), who rents your rental property under a casual let arrangement (and not under a formal lease), where there is either: |
|                              | a written rental agreement or terms and conditions for use of the rental property; or  |
|                              | <ul> <li>a record in a booking register (including one held by a holiday rental<br/>platform);</li> </ul>  |
|                              | That includes the following details:   |
|                              | the length of time the property will be let;   |
|                              | • the amount of rent payable; and  |
|                              | the amount of any security bond, booking fee or deposit (where applicable).  |
| Period of insurance          | The length of time between the start date and end date of your Policy, as listed on your current Policy Schedule.  |

| We mean  |
|--|
| Applies when a tenant continues to occupy the rental property, after a fixed-term Rental Agreement has expired, and the Rental Agreement does not provide for its continuation, and either a:  |
| Notice to leave  |
| <ul><li>Notice of intentions to leave, or</li><li>Abandonment termination notice</li></ul>   |
| has not been given by the tenant to you, or your agent, or by you, or your agent to the tenant. The tenant is then treated as being under a Periodic Tenancy Agreement on the same terms which applied immediately before the Rental Agreement ended. This does not include any term about the Agreement's term.   |
| Vessels designed to be operated by a person standing, sitting astride or kneeling upon them that use water jet propulsion with an engine in a watertight compartment.  |
| The contract between you and us which provides you with insurance cover in exchange for a premium. Your Policy is made up of:  |
| <ul> <li>this combined Product Disclosure Statement (PDS) and Policy document and<br/>any Supplementary PDS</li> </ul>   |
| your current Policy Schedule.  |
| One of the following:  |
| <ul><li>Policy Schedule</li><li>Renewal Schedule</li><li>Alteration Schedule.</li></ul>  |
| An unexpected, temporary, uncontrolled increase in current or voltage in an electrical circuit. Also known as a power swell, brown out, voltage variation or power spike.  |
| The total amount you pay for your insurance that includes applicable government taxes such as GST, and any duties or charges payable by you. It is shown on your current Policy Schedule.  |
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| When we say                                    | We mean   |
|--|---|
| Reasonable cost(s), reasonable additional cost | If we arrange the repair, rebuild, replacement or work for which a cost is incurred: the actual cost that we incur.   |
|  | If you arrange the repair, rebuild, replacement or work for which a cost is incurred with our prior consent: the actual cost as set out in a valid tax invoice.   |
|  | If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent because of an emergency and you act reasonably in:   |
|  | <ul> <li>making arrangements by engaging reputable service providers or sourcing<br/>replacement property at market rates; or</li> </ul>  |
|  | <ul> <li>arranging repairs, rebuild or replacements at market rates that are necessary<br/>to restore your property to a condition no better than when new; or</li> </ul>   |
|  | • taking proportionate steps to protect your property from further damage:  |
|  | the actual cost as set out in a valid tax invoice.  |
|  | If you arrange the repair, rebuild or replacement or work for which a cost is incurred without our prior consent because of an emergency and you do not act reasonably: the cost that you would have incurred if you had acted reasonably.        |
|  | If you arrange the repair, rebuild, replacement or work for which a cost is incurred without our prior consent and there is no emergency: the cost we would have incurred if you had obtained our prior consent and we had made the arrangements. |
|  | In this definition, when we say 'work' this includes services such as temporary storage of contents (to prevent further damage) or to protect the property from further loss.   |
|  | In this definition, when we say 'act reasonably' this means acting prudently, as if you did not have insurance.   |
| Rent   | The amount of money paid, or payable, by the tenant or paying guest to rent your rental property.   |
| Rental<br>agreement                            | The agreement between you or your rental property agent and the tenant or paying guest. This agreement must be in writing and state the term of the rental period and the amount of rent payable to you.  |
|  | For a casual let, the rental agreement may take the form of a booking confirmation.   |
|  |   |

| When we say   | We mean  |
|---|--|
| Rental default  | When a tenant fails to pay the agreed rent and is in breach of a formal lease or periodic tenancy agreement.   |
| Rental property   | Where your buildings or contents are located. This includes any land or other area that touches your rental property and for which any statutory authority has made you responsible, but it does not include the nature strip outside your rental property. Your rental property is located at the situation shown on your current Policy Schedule.                          |
| Site  | The address shown on your Policy Schedule on which your buildings stand, or strata title unit is located, including the land, yard or garden used only for your domestic purposes. This does not include common property or the nature strip outside your home.  |
| Sporting equipment  | Tools designed to be used in a leisure activity involving some element of physical activity or competition, including bicycles.  |
| Storm surge   | An increase in the water level caused by storm and tide.   |
| Strata title  | Title under a strata title or similar community title scheme where separate parts of the scheme buildings have a separate legal title. Strata title usually applies to high rise apartments, townhouses, villas or duplexes.   |
| Sum insured   | The replacement value at today's prices for your buildings or contents.  |
|   | For buildings, this will be calculated for you.  |
|   | For contents, this will be the value nominated by you.   |
| Supplementary<br>Product<br>Disclosure<br>Statement<br>(Supplementary<br>PDS) | A separate document that updates, corrects or adds to the information contained in this PDS.   |
| Tenant  | Any person(s) who has a formal lease over the rental property, and any other person who resides there under that formal lease.   |
| Terrorism   | Any act of any person acting on their own or in connection with an organisation or foreign government, which can involve the use of or threat of force or violence, where the purpose, by its nature or context, is to put the public or section of the public in fear, to resist or influence a government or, to further an ideological, religious, ethnic or similar aim. |

| When we say    | We mean  |
|----------------|--|
| Total loss     | Your buildings are a total loss when they are destroyed  |
|                | Your contents are a total loss when:   |
|                | we pay the total sum insured or item limit; or   |
|                | your insured contents are lost or destroyed.   |
| Unliveable     | The rental property is unliveable if, due to an incident:  |
|                | • it is unsafe to live in; or  |
|                | • it does not have functional bathroom facilities; or  |
|                | • it is not connected to the electricity supply; or  |
|                | • it is not connected to hot and cold running water; or  |
|                | if it's rented out on a fully furnished basis:   |
|                | <ul> <li>it is not furnished such that it is comfortably habitable; or</li> </ul>  |
|                | <ul> <li>it does not contain a functioning refrigerator and cooking appliance.</li> </ul>  |
| Unoccupied     | A property is unoccupied in a period of 120 consecutive days if, during that period, the following did not happen:   |
|                | <ul> <li>you, your family, or someone with your consent slept and ate there for at<br/>least two consecutive nights in that 120 day period, and</li> </ul>   |
|                | • on those two nights the property:  |
|                | – was furnished such that it is comfortably habitable; and   |
|                | <ul> <li>contained at least one usable bed/mattress; and</li> </ul>  |
|                | <ul> <li>contained at least one table or bench and a chair; and</li> </ul>   |
|                | <ul> <li>contained a functioning refrigerator and cooking appliance; and</li> </ul>  |
|                | <ul> <li>was connected to the electricity supply; and</li> </ul>   |
|                | <ul> <li>was connected to hot and cold running water.</li> </ul>   |
|                | You may be asked to prove the occupancy of the property in the event of a claim. This may be supported by the usage of the utilities that are connected to the property. Sometimes we might ask for other evidence of occupancy. |
| Us, we and our | QBE Insurance (Australia) Limited ABN 78 003 191 035, AFSL 239545  |

| When we say  | We mean  |
|--------------|--|
| You and your | The person or people named as the insured on your current Policy Schedule. If you are making a claim, 'you' also includes any member of your family, including your siblings, your domestic partner, you or your partner's unmarried children, you or your partner's parents, who live permanently with you. If more than one person is named as the insured, we will treat a statement, act, omission or claim by any one of these people as a statement, act, omission or claim by them all. |

# WHAT ARE THE NEXT STEPS?

## If you'd like more information, please feel free to:



Visit anz.com/insurance

Talk to staff at any ANZ branch

For 24 hour claims service

Call 13 16 14

Insurer

QBE Insurance (Australia) Limited (QBE) ABN 78 003 191 035 AFSL 239545

