

Product disclosure statement  
& policy wording

**Landlord**



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。

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 ζητήσετε 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 ਸੁਰੱਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰੱਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਤੇ 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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## Our commitment

In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

### About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by us, simply by calling us.

### For more information or to make a claim

Please take the time to read through this booklet. Call us on 133 723 if you need more information, would like to confirm a transaction or to make a claim.

The 'Claims' section at the end of this booklet sets out the full details of what you need to do in the event of a claim.

## About QBE

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

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## Important Information

The important information in this section includes:

- 'The cost of this policy'
- Your 'Cooling-off period'
- 'Privacy' and how we handle your personal information
- Our process for 'Resolving complaints and disputes'.

### The cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- Your sum insured
- The address where your building or home unit is
- Where your contents are (if you insured them with us)
- Your insurance and claims history, including any claim experience bonus you may be entitled to
- The construction and age of your building
- Optional benefits selected by you
- Excesses
- Whether you choose to pay your premium annually or by instalments.

### How to reduce your premium

Discount	How to get it
Choose a higher excess	Choose to pay a higher excess.
Pay your premium up front	Pay your annual premium up front rather than in instalments.
Claims experience bonus	Have a good claims history at the site. If you make a claim, your claims experience bonus will be recalculated based on the number of claims you make.
Thanks for being a QBE customer	Renew your Policy with us every year. The discount will increase each year, up to our maximum.

## Calculating your sum insured

Your home is unique and it's important to come up with the right sum insured because it can be costly if you under-insure. When you calculate it, you should consider:

- That costs must be new for old at today's prices
- Materials and quality
- How much it costs to:
  - replace items and fixtures
  - remove debris and prepare the land and foundations.

We make calculators available to help make this easier. These take into account extra costs that might not be obvious such as removing debris which could add 10% to 15% to your sum insured alone.

### To use our calculators

Go online at <https://www.qbe.com/au/home-insurance/calculators>

You need to review your sum insured if you make any major changes such as renovating your home or making any large purchases.

By using the Home Building Insurance Calculator you'll be eligible for a key part of our Building sum insured safeguard standard benefit.

Refer to page 34 for more information on how this applies.

## 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.

To cancel your Policy within the cooling-off period, you can call QBE Customer Service on 133 723 or send an email to [enquiries@qbe.com](mailto:enquiries@qbe.com)

You can also cancel your Policy outside the cooling off period, see 'Cancelling your policy'.

## General Insurance Code of Practice

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

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

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## Privacy

We take the security of your personal information seriously.

We'll collect 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 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](http://qbe.com/au/privacy) or contact QBE Customer Care.

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

## 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.

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*Disputes not covered by the AFCA Rules*

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

*Privacy complaints*

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

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

**Contacting QBE's Customer Care Unit, AFCA or the OAIC****How to contact QBE Customer Care**

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customer-care@qbe.com">customer-care@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

**How to contact AFCA**

Phone	1800 931 678 (free call)
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Online	<a href="http://www.afca.org.au">www.afca.org.au</a>
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	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>



## 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..

### How to contact APRA

Phone	1300 558 849. Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a>

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

### Our agreement

Your Policy is an agreement between you and us for the period of insurance. It's made up of:

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

'Paying your premium' sets out what you have to pay us for cover under this Policy.

The 'Cover' section sets out the covers under your Policy.

The 'Exclusions and conditions' section sets out:

- What isn't covered
- Your responsibilities once you've taken out this Policy.

The 'Claims' section sets out:

- Your responsibilities, including what to do and what not to do, after incidents and when you make claims
- How we settle claims and our rights after you make them.

### How much we'll pay

How much we'll pay for a claim is set out under each cover or on your Policy Schedule. You have to pay any applicable excess.

### The cover you chose

When you take out this Policy you must choose from the following cover:

- 'Building'
- 'Contents'

Your Policy Schedule will show the cover you've chosen, your sum insured, plus any optional benefits you've selected. Where your Policy covers more than one building or contents, the cover you've chosen for each building and contents will be shown on your Policy Schedule.

'Legal liability' cover is automatically included.

### Paying your premium

Your Policy Schedule sets out what your premium is and when you need to pay it by.

Your premium and the date it's due are shown on your Policy Schedule.

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## **Annual premium**

We will let you know how much premium you need to pay us, how to pay it and when. If you pay your premium annually, you need to pay your premium on time to ensure you are covered. If you don't pay the premium your Policy may be cancelled and we'll write to you to let you know when this will happen.

## **Instalment payments**

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due to allow us to process the change in time.

### *At renewal*

If you pay by instalments, and renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If you don't want to renew, you must tell us at least seven days before your Policy's end date so that we can arrange for the direct debit to stop in time.

### *What happens if you miss an instalment*

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your Policy may be cancelled and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we will deduct the missed instalment from your claim.

### *If your payment details change*

If your direct debit details change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date to allow us to process the change in time.

## **Adjustment of premium on renewal**

If we invite you to renew your Policy, we will send you a renewal invitation. If you make any changes to your Policy after we send you our renewal invitation, and we agree to continue to insure you, we'll send you an updated renewal invitation and you'll need to pay us any additional premium to ensure your cover is not affected.

If you claim for an incident that happened during a previous period of insurance, you must tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

If you had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance until after the renewal date, then no additional premium increase will be applied to that renewal term.

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## Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

When we say	We mean
Action of the sea	Tidal wave, high tide, king tide, storm surge or any other movement of the sea except for tsunami.
Antique	An item valued for its rarity, aesthetic or historical significance which is over 100 years old. It does not include jewellery, watches or collections.
Building	The main residential building you own and lease to a tenant, or rent out to paying guests at the site, outbuildings if able to be secured, and fixtures as described under the heading 'Meaning of building'.
Bond money	Any money paid by or on behalf of the tenant held as security against any damage to the building, home unit and/or contents, rent owed, re-letting costs or any other expenses.
Casual let	<p>Where an entire property is primarily rented out on a casual/short term basis 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.</p> <p>Casual lets may be facilitated through a holiday rental platform including an estate agent and online holiday rental booking sites.</p> <p>Casual lets do not include premises that:</p> <ul style="list-style-type: none"> <li>• are not legally approved as habitable spaces for residential purposes; or</li> <li>• are not standard housing such as: <ul style="list-style-type: none"> <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> <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> <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>
Collision	Accidents directly caused by the sudden impact of a moving body or object.
Contents	Items listed under 'Meaning of contents' on page 19.

When we say	We mean
Damage or damaged	<p>When property insured by this Policy is physically harmed, but not from wear and tear, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable.</p> <p>It does not include:</p> <ul style="list-style-type: none"> <li>• where property can be cleaned using ordinary household chemicals and cleaning processes to bring it back to its pre-event condition. Property may be considered to be damaged if only professional cleaning can bring it back to its state prior to the event; or</li> <li>• scratching or denting which is cosmetic and that's the only damage; or</li> <li>• any change a tenant makes to the property that is permitted by you under the lease agreement or the relevant residential tenancy legislation.</li> </ul>
Depreciation	Reduction in value of an item or property due to wear and tear.
Earth movement	<p>Includes landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, erosion, settlement, shrinkage of earth but not earthquake.</p> <p>Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.</p>
Entertainment equipment	Sound or visual entertainment systems in your home including televisions, radios, projectors, CD players, DVD players, entertainment disc playing devices, digital media players, amplifiers or speakers and all accessories.
Erosion	Worn or washed away by water, ice or wind.
Family	Your spouse or partner, parent, grandparent, sibling, child or grandchild (including in each case half, step or adopted relationships) who normally resides with you. Domestic staff or a person who normally resides with you but not if they pay to stay there.
Financier	A person or entity with a security interest.
Fixtures	Fixtures described under 'Meaning of fixtures' on page 18
Flood	<p>The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ul style="list-style-type: none"> <li>• A lake (whether or not it has been altered or modified)</li> <li>• A river (whether or not it has been altered or modified)</li> <li>• A creek (whether or not it has been altered or modified)</li> <li>• Another natural watercourse (whether or not it has been altered or modified)</li> <li>• A reservoir</li> <li>• A canal</li> <li>• A dam.</li> </ul>

When we say	We mean
Fusion	Fusing or melting together the windings of an electric motor following damage to the insulating material due to overheating by an electric current.
High risk item	Items listed under 'Meaning of high risk items' on page 20
Holiday rental platform	<p>Either:</p> <ul style="list-style-type: none"> <li>• a website that, or</li> <li>• a suitably licensed real estate agent who,</li> </ul> <p>facilitates a transaction for a casual let between you and a paying guest, provided the website or the agent records the name, address and telephone number of the paying guest.</p>
Home unit	The residential lot or unit as defined by the strata legislation (including lockable storage areas) that is owned by you at the site.
Incident	Any insured event which results in a claim on this Policy.
Insured event	Events listed under 'Insured events' on page 22.
Lease agreement	<p>A written and enforceable agreement:</p> <ul style="list-style-type: none"> <li>• To rent your building or home unit, and</li> <li>• That's subject to and compliant with tenancy law, whether for a fixed term or periodic tenancy immediately following a lease agreement.</li> </ul>
Open air	<p>Anywhere at the site not fully enclosed by walls and a roof including:</p> <ul style="list-style-type: none"> <li>• Outbuildings unable to be secured</li> <li>• Unlocked vehicles, tents, trailers or caravans.</li> </ul>
Outdoor furniture	Furniture and domestic equipment designed to be used in an outdoor environment for domestic purposes.
Paying guest	<p>A person, and any additional guests accompanying them (including their family or visitors), who rents your building or home unit under a casual let (and not under a lease agreement), where there is a short term rental agreement that includes the following details:</p> <ul style="list-style-type: none"> <li>• the length of time the property will be let;</li> <li>• the amount of rent payable; and</li> </ul> <p>the amount of any security bond, booking fee and deposit.</p>
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.
Periodic tenancy	The agreement that continues following the expiry of a fixed term lease agreement where the tenant continues to legally occupy the rental property.
Personal watercraft	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.

When we say	We mean
Policy Schedule	<p>One of the following:</p> <ul style="list-style-type: none"> <li>• Policy Schedule</li> <li>• Renewal Schedule</li> <li>• Alteration Schedule.</li> </ul>
Power Surge	<p>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</p>
Premium	<p>What you pay us to insure you. It's the cost of this Policy.</p>
Properly maintained	<p>Structurally sound, watertight, secure and in a good state of repair and roof guttering is regularly cleaned.</p>
Rain	<p>Water that falls from the sky onto your building or site. This also includes heavy, intense bursts of rainfall, usually during thunderstorms where so much water falls in a very short time that it can't get away quickly enough and collects and flows into your building, but doesn't include flood.</p>
Reasonable cost, reasonable additional cost	<p>If we arrange the repair, rebuild, replacement or work for which a cost is incurred: the actual cost that we incur.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• making arrangements by engaging reputable service providers or sourcing replacement property at market rates; or</li> <li>• arranging repairs, rebuild or replacements at market rates that are necessary to restore your property to a condition no better than when new; or</li> <li>• taking proportionate steps to protect your property from further damage:</li> </ul> <p>the actual cost as set out in a valid tax invoice</p> <p>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.</p> <p>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.</p>

When we say	We mean
	In this definition, when we say 'act reasonably' this means acting prudently, as if you did not have insurance.
Rent	Money payable by your tenant under the lease agreement.
Secured	Locked so as to prevent entry other than by using violent force.
Security interest	A security interest as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
Site	Land at the address shown on your Policy Schedule on which your building stands or home unit is located, including the yard or garden used only for domestic purposes.
Specified contents	Items listed in the 'Specified contents' section of your Policy Schedule.  Specified contents are only insured while at your site.
Sporting equipment	Equipment, clothing, helmets, footwear, protective gear used when participating in recreational or competitive sport, including a bicycle, firearm, power driven vehicle or a power driven item of any kind.
Storm	Violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone or tornado.
Storm surge	The covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a storm.
Strata legislation	The applicable legislation in Australia which regulates strata title, such as the Strata Titles Act, Community Titles Act and Company Titles Act.
Sum insured	The amount shown on your Policy Schedule for the cover, standard benefit or optional benefit you're claiming.
Tenancy law	The law governing residential tenancies in the state or territory in which your building or home unit is located.
Tenant	A person you have a lease agreement with, including their partner, children, pets and anyone else permanently living with them.
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 a section of the public in fear, to resist or influence a government or, to further an ideological, religious, ethnic or similar aim.
Total loss	Your property is a total loss when: <ul style="list-style-type: none"> <li>• we pay the total sum insured; or</li> <li>• your insured building and/or contents are lost or destroyed.</li> </ul>
Tsunami	High tides or tidal wave caused by an earthquake, earth tremor or seismological disturbance under the sea.
Unfurnished	The building doesn't have enough furniture or furnishings for normal living needs.



When we say	We mean
Unliveable	<p>The building or home unit is unliveable if, due to an incident:</p> <ul style="list-style-type: none"> <li>• it is unsafe to live in; or</li> <li>• it does not have functional bathroom facilities; or</li> <li>• it is not connected to the electricity supply; or</li> <li>• it is not connected to hot and cold running water; or</li> <li>• if it's rented out on a fully furnished basis: <ul style="list-style-type: none"> <li>◦ it is not furnished such that it is comfortably habitable; or</li> <li>◦ it does not contain a functioning refrigerator and cooking appliance.</li> </ul> </li> </ul>
Unoccupied	<p>A property is unoccupied in a period of 90 consecutive days if, during that period, the following did not happen:</p> <ul style="list-style-type: none"> <li>• you or someone with your consent slept and ate there for at least two consecutive nights in that 90 day period, and</li> <li>• on those two nights the property: <ul style="list-style-type: none"> <li>◦ was furnished such that it is comfortably habitable; and</li> <li>◦ contained at least one usable bed/mattress; and</li> <li>◦ contained at least one table or bench and a chair; and</li> <li>◦ contained a functioning refrigerator and cooking appliance; and</li> <li>◦ was connected to the electricity supply; and</li> <li>◦ was connected to hot and cold running water.</li> </ul> </li> </ul> <p>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.</p>
We, our and us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
Wear and tear	Damage or a reduction in value through age, ordinary use or lack of maintenance.
Works of art	Fine art such as paintings or pictures, Persian carpets, rug or wall hangings, tapestries, vases, ornaments, sculptures or other creations.
You and your	The person(s) named in your Policy Schedule as the insured.

## Meaning of building

Buildings covered	Buildings not covered
<p>The domestic and residential:</p> <ul style="list-style-type: none"> <li>• Main building</li> <li>• Outbuildings, including any sheds and granny flats</li> </ul> <p>you own and rent to a tenant or paying guest at the site</p>	<ul style="list-style-type: none"> <li>• Caravans, trailers or their accessories</li> <li>• Shipping containers</li> <li>• Buildings of flats</li> <li>• Strata titles, company or community title units with respect to insuring your building, however we'll insure contents contained in these units under a contents policy</li> <li>• Building or structures used solely for business</li> <li>• Building or structures under substantial construction, renovation, alteration or repair.</li> </ul>

## Meaning of fixtures

Fixtures covered	Fixtures not covered
<p>Items permanently attached or fixed to your building or site such as:</p> <ul style="list-style-type: none"> <li>• Fixed saunas, barbecues, clothes lines, room heaters, stoves, air conditioners, ceiling fans, lighting fixtures, hot water systems</li> <li>• Kitchen cupboards, built-in furniture</li> <li>• Meter boxes</li> <li>• Exterior blinds and awnings</li> <li>• Carports, pergolas, gazebos</li> <li>• Paths, driveways, terraces</li> <li>• In-ground swimming pools and spas</li> <li>• Tennis courts</li> <li>• Gates and fences</li> <li>• Garage doors</li> <li>• Reticulation systems, wells and bores</li> <li>• Television aerials, radio masts or aerials and fittings</li> <li>• Fixed floor coverings and floating floor coverings, but not carpets</li> </ul>	<ul style="list-style-type: none"> <li>• Trees, shrubs, plants, hedges, lawns (real or artificial)</li> <li>• Earth</li> <li>• Paths or driveways made of earth or gravel</li> <li>• Landscaping of any kind</li> <li>• Swimming pool and spa covers and accessories</li> <li>• Swimming pools and spas that are able to be moved</li> <li>• Sea walls or pontoons</li> <li>• Carpets and rugs</li> <li>• Internal blinds</li> <li>• Curtains</li> <li>• Jetties used for business purposes</li> <li>• Water in a swimming pool or spa</li> <li>• Water in pipes</li> <li>• Water in tanks if there is a drinkable water supply available at the site such as mains water.</li> </ul>

Fixtures covered	Fixtures not covered
<ul style="list-style-type: none"> <li>• Solar panels and equipment (but not plastic solar heating systems for swimming pools or spas)</li> <li>• Private jetties, including fixed floating jetties</li> <li>• Fixed water tanks, and water in tanks but only if there is no drinkable water supply available at the site.</li> </ul>	

### Meaning of contents

Items covered	Items not covered
<ul style="list-style-type: none"> <li>• Furniture, furnishings</li> <li>• Carpets (whether fixed or unfixed), lino and floor rugs</li> <li>• Internal blinds, curtains</li> <li>• Household goods</li> <li>• Electronic items</li> <li>• Relocatable light fixtures not permanently secured to your building</li> <li>• White goods</li> <li>• High risk items</li> <li>• Swimming pools or spas that aren't in-ground</li> <li>• Swimming pool or spa covers and accessories</li> <li>• Specified contents</li> </ul> <p>that you own and are located in your building, home unit or at the site you rent to a tenant or paying guest.</p>	<ul style="list-style-type: none"> <li>• Personal items you own that a tenant or paying guest can't use</li> <li>• Sporting equipment</li> <li>• Fish, birds or other animals</li> <li>• Lawns, hedges, trees, shrubs, plants (real or artificial)</li> <li>• Earth</li> <li>• Power driven vehicles including accessories (including helmets) and spare parts whether fitted to the vehicle or not, other than unregistered garden appliances</li> <li>• Personal watercraft</li> <li>• Powercraft, watercraft exceeding three metres in length, including accessories and spare parts whether fitted to the powercraft or watercraft or not</li> <li>• Aircraft or aerial devices</li> <li>• Caravans or trailers, including accessories and spare parts whether they're fitted or not</li> <li>• Illegally acquired items</li> <li>• Hovercraft</li> <li>• Water.</li> </ul>

## Meaning of high risk items

The table below tells you what we mean when we say something is a 'high risk item'.

We've also set out what the most we'll pay for each of the high risk items in the table below. The most we'll pay in total on a claim for all unspecified high risk items is shown on your Policy Schedule.

You also have the option to increase the most we'll pay for certain high risk items if you ask, and we agree to list them as specified contents.

- ✓ Limit can be increased
- ✗ Limit can't be increased

High risk item	The most we'll pay is:	Option to increase limit if item is specified contents?
Entertainment equipment	10% of the total sum insured for all items	✓
Works of art, pictures, tapestries, rugs, antiques	\$2,000 per item, set or pair	✓

## Cover

This section of the booklet sets out what we cover under this Policy for:

- 'Building'
- 'Contents'.

It also describes what we cover for 'Legal liability', which is automatically included.

'Insured events' are set out on page 22.

'Exclusions and conditions' are set out on page 40.

## Building

This cover applies to building shown on your Policy Schedule with cover type 'Building' or 'Building and Contents'.

### What we cover

We'll cover your building for the 'Insured events' listed in the table on page 22.

We also give you:

- Standard benefits applicable to your building shown under 'Building and contents covers standard benefits'
- 'Building cover standard benefits'
- 'Optional benefits' you've bought, as shown on your Policy Schedule
- 'Legal liability' cover.

### How much we'll pay

We'll pay up to your sum insured for your building and, for standard benefits, up to the limit set out in each benefit.

The 'Claims' section sets out:

- Terms and conditions that apply when you make a claim or when something happens which may lead to a claim
- Our process for 'Settling building claims'.

## Contents

This cover applies to contents shown on your Policy Schedule with cover type 'Contents' or 'Building and Contents'.

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## What we cover

We'll cover your contents for the 'Insured events' listed in the table on page 22.

We also give you:

- Standard benefits applicable to contents shown under 'Building and contents covers standard benefits'
- 'Contents cover standard benefits'
- 'Optional benefits' you've bought (as shown on your Policy Schedule)
- 'Legal liability' cover.

## How much we'll pay

We'll pay up to your contents sum insured shown on your Policy Schedule. Your contents sum insured is inclusive of anything we pay under Standard benefits and/or Optional benefits (unless we say under any particular benefit we'll pay it in addition to your sum insured).

When you claim for high risk items, the most we'll pay is up to the limit shown in the 'Meaning of high risk items' table on page 20. The most we'll pay in total for all unspecified high risk items is the high risk item limit shown on your Policy Schedule.

If you have specified contents, the most we'll pay is up to the limit shown on your Policy Schedule.

The 'Claims' section sets out:

- Terms and conditions that apply when you make a claim or when something happens that may lead to a claim
- Our process for 'Settling contents claims'.

## Insured events

The table below shows the insured events you're covered for and what we won't cover.

Insured event	What we'll cover	We won't cover
Fire	Damage caused by: <ul style="list-style-type: none"> <li>• fire;</li> <li>• charring, melting or scorching as a result of heat from a fire; and</li> <li>• smoke, ash or soot from a fire.</li> </ul>	Damage: <ul style="list-style-type: none"> <li>• caused by charring, melting or scorching caused by heat generated from an item in the ordinary course of its use, such as:               <ul style="list-style-type: none"> <li>◦ an electrical or gas appliance intended to produce heat for example a toaster, kettle, clothes iron, heater or cooking appliance; or</li> <li>◦ smoking items for example cigarettes, cigars or pipes.</li> </ul> </li> </ul>

Insured event	What we'll cover	We won't cover
		<ul style="list-style-type: none"> <li>• to an item designed to be exposed to or generate heat, caused in the ordinary course of its use, such as a fireplace, a clothes iron or a cooking or heating appliance, where that's the only damage that occurs</li> <li>• deliberately caused by: <ul style="list-style-type: none"> <li>◦ you or your family; or</li> <li>◦ someone with your consent or the consent of your family</li> </ul> </li> </ul>
Explosion	Damage caused by an explosion.	<p>The item that exploded.</p> <p>For example, we won't pay to replace a hot water system, solar heater or water tank that exploded.</p>
Lightning or thunderbolt	<p>Damage caused by a direct lightning strike, or thunderbolt</p> <p>Damage caused by a power surge due to lightning as long as:</p> <ul style="list-style-type: none"> <li>• the Australian Government Bureau of Meteorology has a record of lightning in your area at the time the damage occurred; and</li> <li>• an appropriately qualified contractor confirms the damage was caused by power surge due to lightning.</li> </ul>	Damage caused by a power surge caused by anything other than lightning.

Insured event	What we'll cover	We won't cover
Earthquake or tsunami	<p>Damage caused by earthquake or tsunami.</p> <p>Damage caused by landslide and/or subsidence that happens within 72 hours of, and as a direct result of, the Earthquake or tsunami.</p> <p>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.</p>	Damage caused by a wave that arises from any event other than a tsunami.
Theft	Theft or attempted theft.	<p>Theft or attempted theft:</p> <ul style="list-style-type: none"> <li>• From a motor vehicle, caravan or trailer not at your site</li> <li>• By you, your family, your tenants, your paying guests, or someone at your site with your consent or the consent of someone who: <ul style="list-style-type: none"> <li>◦ Lives with you, or</li> <li>◦ Was in temporary possession of your building with your permission.</li> </ul> </li> </ul> <p>Any more than \$5,000 for your outdoor furniture.</p>
Vandalism and malicious damage	Damage caused by vandalism or malicious damage.	<p>Vandalism or malicious damage by you, your family, your tenants, your paying guests or someone at your site with your consent or the consent of someone who:</p> <ul style="list-style-type: none"> <li>• Lives with you, or</li> <li>• Was in temporary possession of your building with your permission.</li> </ul>



Insured event	What we'll cover	We won't cover
<p>Water or other liquid</p>	<p>Damage caused by water or other liquid which suddenly escapes from:</p> <ul style="list-style-type: none"> <li>• a plumbing system</li> <li>• a bath, fixed basin or sink</li> <li>• a fixed heating or cooling system</li> <li>• a roof gutter or downpipe</li> <li>• a tank</li> <li>• a toilet system</li> <li>• white goods</li> <li>• an above ground swimming pool or spa</li> <li>• the road gutter or curbing</li> <li>• a water main or pipe.</li> </ul> <p>Damage caused by landslide and/or subsidence that happens within 72 hours of, and as a direct result of the escape of water or other liquid</p> <p>If this Policy insures your building and your claim is accepted, we'll pay the reasonable cost of a qualified and properly equipped supplier to:</p> <ul style="list-style-type: none"> <li>• Find the source of the leak</li> </ul> <p>Remove and repair the damaged section of your building (and only this section).</p>	<p>Damage:</p> <ul style="list-style-type: none"> <li>• deliberately caused by you, your family or another person with consent</li> <li>• due to water escaping from a shower recess or shower base</li> <li>• due to failed grouting or water seeping through a wall or floor</li> <li>• to your swimming pool or spa due to hydrostatic pressure</li> <li>• due to overflowing gutters or guttering if your building hasn't been properly maintained</li> </ul> <p>For example, we won't pay for damage because you don't regularly remove leaves and other debris from your gutters, particularly when rain is expected.</p> <ul style="list-style-type: none"> <li>• due to: <ul style="list-style-type: none"> <li>◦ a lack of maintenance, a defect or faulty workmanship; or</li> <li>◦ a gradual process, such as, condensation, rising damp or splashing</li> </ul> </li> </ul> <p>that</p> <ul style="list-style-type: none"> <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 water or other liquid damage or further damage.</li> </ul>

Insured event	What we'll cover	We won't cover
		<p>Costs to:</p> <ul style="list-style-type: none"> <li>• Fix leaks</li> <li>• Replace lost water</li> <li>• Repair or replace defective parts or items that caused the damage, or the cost of lost water as a result of a leak</li> </ul> <p>For example, we won't pay for a new dishwasher hose that broke.</p> <ul style="list-style-type: none"> <li>• Fix defects in the design or construction of a system</li> <li>• Repair or replace a defective part</li> <li>• Replace undamaged property to create a uniform appearance</li> </ul> <p>For example, we'll only pay to replace tiles damaged when finding a leak. If you can't find matching tiles to repair the hole, you'll need to pay for any extra ones you buy; ie: if you replace a whole wall of tiles we'll only pay for the damaged section.</p>
Collision	<p>Damage caused from collision with part of:</p> <ul style="list-style-type: none"> <li>• An aircraft</li> <li>• A hovercraft</li> <li>• A spacecraft, a satellite or any space debris</li> <li>• A train</li> <li>• A vehicle, trailer or caravan</li> </ul> <p>Any watercraft.</p>	<p>Damage caused by:</p> <ul style="list-style-type: none"> <li>• Wheels or tyres to paths, driveways or underground services</li> </ul> <p>Collision with any other items or objects.</p>

Insured event	What we'll cover	We won't cover
Falling tree, branch or aerial	<p>Damage caused by a falling tree, branch, television, radio or satellite aerial.</p> <p>We'll also pay reasonable costs:</p> <ul style="list-style-type: none"> <li>To remove fallen trees or branches from inside your building and take them to the nearest permissible dumping ground so the damage can be dealt with. We'll only pay the costs if the object caused damage to your building or contents</li> </ul> <p>For felling, pruning or stump removal if your building is damaged.</p>	<ul style="list-style-type: none"> <li>Damage caused by tree lopping or felling by you or done with your consent</li> </ul> <p>Costs of repairing television, radio or satellite aerials fittings or masts that caused the damage.</p>
Damage by animals	Damage caused by collision of animals not kept at your site.	<p>Damage caused by animals:</p> <ul style="list-style-type: none"> <li>Eating</li> <li>Chewing</li> <li>Clawing</li> <li>Pecking</li> <li>Scratching</li> <li>Soiling</li> <li>Fouling</li> </ul> <p>Polluting in any way.</p>
Riot	Damage caused by riot, civil commotion, industrial or political demonstration.	
Storm, rain or flood	<p>Damage caused by storm, rain or flood.</p> <p>Damage caused by landslide and/or subsidence that happens within 72 hours of, and as a direct result of the storm, rain or flood.</p>	<p>Damage caused by:</p> <ul style="list-style-type: none"> <li>Water penetrating or entering your building because: <ul style="list-style-type: none"> <li>it's not properly maintained or</li> <li>there is existing damage that hasn't been repaired which you were aware of, or a reasonable person in the circumstances would have been aware of</li> </ul> </li> </ul>

Insured event	What we'll cover	We won't cover
		<p>For example, water entering your building through a cracked roof tile you haven't repaired.</p> <ul style="list-style-type: none"> <li>• Water penetrating or entering your building because of a design fault, structural defect or defective workmanship that: <ul style="list-style-type: none"> <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 or further damage</li> </ul> </li> <li>• Water entering your building through an opening in the wall or roof made for the purpose of alterations, additions, renovation or repair</li> </ul> <p>For example, if an opening is made in your building as part of renovations we won't continue to insure you against any storm, rain or flood damage unless the builder covers this opening with a tarpaulin in a professional way at every possible opportunity.</p> <ul style="list-style-type: none"> <li>• Residue deposited by rain on your building</li> <li>• The seas or high tides</li> </ul> <p>Damage to:</p> <ul style="list-style-type: none"> <li>• Gates</li> <li>• Fences</li> </ul> <p>Note: Cover for storm and flood damage to gates and fences is provided under the standard benefit 'Storm and flood damage to gates and fences'. See page 35 for more information.</p>

Insured event	What we'll cover	We won't cover
		<ul style="list-style-type: none"> <li>• Privacy screens or retaining walls</li> <li>• Shade-cloth, shade-sails, PVC blinds or umbrellas</li> <li>• Swimming pool or spa covers, solar covers or plastic liners (including vinyl)</li> <li>• Swimming pools or spas as a result of hydrostatic pressure</li> </ul> <p>External paintwork, treated surfaces or finishes caused by water as long as it's the only damage done to that part of your building.</p>
Glass breakage	<p>If we insure your building, accidentally broken glass that forms part of:</p> <ul style="list-style-type: none"> <li>• Windows or skylights</li> <li>• Doors</li> <li>• Permanent lighting fixtures</li> <li>• Shower screens</li> <li>• Balcony surrounds or pool fences</li> <li>• Oven doors, stove tops or cooking surfaces</li> <li>• China bathroom or toilet fittings</li> <li>• Other glass that forms part of your building.</li> </ul> <p>If we insure your contents, accidentally broken glass that forms part of:</p> <ul style="list-style-type: none"> <li>• Furniture</li> <li>• Wall mirrors</li> <li>• Light fittings</li> </ul> <p>Your contents.</p>	<p>Glass that's:</p> <ul style="list-style-type: none"> <li>• Crockery</li> <li>• A vase or ornament</li> <li>• Glassware</li> <li>• Part of a glass house or conservatory</li> <li>• Part of a clock, picture, television set, radio or computer monitor</li> <li>• Worn or carried by hand.</li> <li>• For example, spectacles, watches and items carried by hand such as cameras and binoculars.</li> </ul>

## Legal liability

Legal liability cover is automatically included with our 'Building' cover and 'Contents' cover.

### What we cover

#### Building cover legal liability

We'll cover your or your family's legal liability as an owner or occupier for:

- Bodily injury or death, and
- Loss or damage to someone else's property

arising from an incident occurring during the period of insurance at your site. We'll also pay your reasonable legal costs, provided you asked us first and we agreed to pay them.

#### Contents cover legal liability

We'll cover your or your family's legal liability anywhere in the world for:

- Bodily injury or death, and
- Loss or damage to another person's property

arising from an incident occurring during the period of insurance that isn't related to the ownership or occupancy of your home at your site.

#### *Strata owners*

If you're an owner of a strata unit, we'll cover your or your family's legal liability as an owner:

- In your home unit, or
- At your site

arising from an incident occurring during the period of insurance.

We'll also pay your reasonable legal costs, if you asked us first and we agreed to pay them.

### How much we'll pay

Up to the legal liability limit shown on the Policy Schedule in respect to all claims arising out of one incident or series of related incidents occurring during the period of insurance. The limit of liability is inclusive of costs and expenses (including legal costs).

We won't pay more than the limit of liability shown on your Policy Schedule if:

- Both your building and your contents are insured under this Policy
- Your Policy insures you and your family for the same liability, or
- You have another policy with us that insures the same liability.

The 'Claims' section sets out terms and conditions that apply when you make a claim or when something happens that may lead to a claim.

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## Building and contents covers standard benefits

Your Policy comes with standard benefits if you've taken out 'Building' cover, 'Contents' cover or both.

The benefits are payable as part of your building sum insured or contents sum insured, unless otherwise indicated.

Benefit	What we give you	We won't cover
Essential temporary repairs	<p>The reasonable cost of:</p> <ul style="list-style-type: none"> <li>If you have building cover, essential temporary repairs to your building which are necessary to make your property safe and prevent further damage where it is safe to do so after damage by one of the 'Insured events' listed on 'Insured events'.</li> <li>If you have contents cover, essential temporary repairs to your contents after damage by one of the 'Insured events'.</li> </ul> <p>You can go ahead with these repairs without our consent.</p>	
Fusion of electric motors	<p>Up to \$2,000 towards the reasonable cost of repairs to a household electric motor if it:</p> <ul style="list-style-type: none"> <li>Has been burnt out by fusion, and</li> <li>Is part of a machine or appliance that's also part of your building and/or contents insured by your Policy.</li> </ul> <p>If it's not economical to repair your motor we'll replace it or pay what it'd reasonably cost to replace it.</p>	<ul style="list-style-type: none"> <li>Motors more than 10 years old from the date of purchase when new, or more than 10 years old from the date of rewinding</li> <li>The cost of retrieving, removing or replacing the pump section of pool or pressure pumps or the cost of retrieving submersible pumps or their driving motors</li> <li>Electronic controllers or other electronics</li> <li>Hiring a replacement machine or appliance</li> <li>Leakage of refrigerant driers.</li> </ul>

Benefit	What we give you	We won't cover
		<ul style="list-style-type: none"> <li>• Repairing or replacing:               <ul style="list-style-type: none"> <li>◦ Electrical contacts that spark or arc in ordinary working</li> <li>◦ Mechanical parts</li> <li>◦ Motors under manufacturers' guarantee or warranty</li> <li>◦ Parts in a radio, television, computer, video recorder, microwave oven, sound recording and playing equipment, amplifying or transmitting device, electronic equipment, control panels or any other device or instrument</li> <li>◦ Starter switches, lighting or heating elements, fuses or protective devices</li> <li>◦ Transformers.</li> </ul> </li> </ul>
Inflation adjustment	We'll increase your building sum insured and your contents sum insured by 0.4% per month until you next renew your Policy.	



## Building cover standard benefits

When you've chosen 'Building' cover and your claim is accepted, we'll give you these standard benefits. The benefits are payable as part of your building sum insured, unless otherwise indicated.

Benefit	What we give you	We won't cover
<p>Loss of rent - Building</p>	<p>Up to:</p> <ul style="list-style-type: none"> <li>• 12 months from the time of damage, or</li> <li>• 10% of your building sum insured,</li> </ul> <p>whichever is less, towards:</p> <ul style="list-style-type: none"> <li>• The actual rent you lose, if you had leased out your building, or</li> <li>• The rent you expect to lose if you can show that you would've leased it out.</li> </ul> <p>up to the time your building is built, repaired or replaced provided that:</p> <ul style="list-style-type: none"> <li>• your building claim is accepted, and</li> <li>• your building is unliveable.</li> </ul> <p>If your building claim is accepted but you decide not to rebuild it, we'll only pay this benefit until the time it would've taken to repair or replace your building.</p> <p>This benefit is paid in addition to your building sum insured.</p>	
<p>Building costs</p>	<p>Reasonable and necessary costs:</p> <ul style="list-style-type: none"> <li>• To temporarily protect your site</li> <li>• To remove debris from your site</li> <li>• For an architect or surveyor</li> <li>• For demolition</li> <li>• To comply with statutory notices related to the damaged part of your building and served after the damage occurred.</li> </ul>	<p>Any portion of these costs related to undamaged parts of your building.</p>

Benefit	What we give you	We won't cover
Building materials awaiting installation	<p>Up to \$2,000 towards the cost of loss or damage caused by one of the 'Insured events' to building materials awaiting installation at your site you live at and which you intend to use for repairs, alterations or additions.</p> <p>We'll only pay this benefit once in the period of insurance.</p>	<p>Loss or damage to:</p> <ul style="list-style-type: none"> <li>• Soil, sand, gravel, bark, mulch or similar materials</li> <li>• Gas or electrical appliances, unless they're in a locked and fully enclosed building at your site and can't be seen from outside.</li> </ul>
Building sum insured safeguard	<p>We'll increase your building sum insured by up to 30% if your building is declared a total loss where:</p> <ul style="list-style-type: none"> <li>• the damage was caused by a 'Catastrophic event' and the cost of repairs or replacement is more than your sum insured because of higher demand for materials and labour in the affected area, or</li> <li>• you correctly used the QBE Home Building Calculator on our website and it estimated an inadequate sum insured for your building, provided: <ul style="list-style-type: none"> <li>◦ Either: <ul style="list-style-type: none"> <li>&gt; You can give us a copy of the calculator report or otherwise demonstrate you used it correctly, or</li> <li>&gt; Based on the details of your building, at the time you estimated your building sum insured, the calculator would have given you a building sum insured no greater than the one you estimated and</li> </ul> </li> <li>◦ you used no less than this amount to set your building sum insured, and</li> </ul> </li> </ul>	<p>This benefit only relates to your building and doesn't apply to any other insured property, section, standard benefit or other feature of your Policy.</p>

Benefit	What we give you	We won't cover
	<ul style="list-style-type: none"> <li>◦ at the time of the loss, your building was substantially the same as when you used the calculator (ie. you haven't added to it or extended it), and</li> <li>◦ you haven't reduced any sum insured we've offered via a Renewal Schedule since you used the calculator.</li> </ul> <p>'Catastrophic event' means a major and sudden event:</p> <ul style="list-style-type: none"> <li>• Covered by your Policy, and</li> <li>• Declared a natural disaster by a government authority.</li> </ul> <p>This benefit is paid in addition to your building sum insured.</p>	
Environmental upgrades - building	<p>Up to \$2,500 if your building is declared a total loss and you'd like to make improvements to your replacement building to make it more environmentally friendly (e.g. installation of a rain water tank, skylight or insulation).</p> <p>We'll only pay this benefit once in the period of insurance.</p>	<p>Costs in addition to your building sum insured for replacement of items or equipment already installed in or on your building.</p>
Mortgage discharge	<p>The reasonable legal and administrative costs to discharge any mortgage on your building and your site if your building is declared a total loss.</p> <p>This benefit is paid in addition to your building sum insured.</p>	
Storm and flood damage to gates and fences	<p>Up to \$10,000 towards the cost of loss or damage to gates and fences at your site caused by:</p> <ul style="list-style-type: none"> <li>• Storm, but only where:</li> </ul>	<p>Gates and fences in a poor or damaged condition immediately before the incident if you were aware of, or a reasonable person in the circumstances would have been aware, of the poor or damaged condition.</p>

Benefit	What we give you	We won't cover
	<ul style="list-style-type: none"> <li>○ The accompanied wind velocity is greater than 75KM/hour as recorded at the nearest BOM weather station, and</li> <li>○ Damage is evident to other properties in the vicinity of your building from the same incident, or</li> <li>• Flood.</li> </ul>	<p>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.</p> <p>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.</p> <p>However, we will pay the full cost to repair, rebuild or replace the fence if:</p> <ul style="list-style-type: none"> <li>• there's no neighbour who is liable to share the cost to repair, rebuild or replace the fence; or</li> <li>• the damage to the fence was caused by an event at your site that we cover and you're liable to pay the full cost to repair, rebuild or replace the fence.</li> </ul> <p>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.</p> <p>Damage to gates and fences caused by:</p> <ul style="list-style-type: none"> <li>• Wind unaccompanied by storm</li> <li>• Being incorrectly installed if you were aware, or a reasonable person in the circumstances would have been aware, of this.</li> </ul>

## Contents cover standard benefits

When you've chosen 'Contents' cover, we'll give you these standard benefits. The benefits are payable as part of your contents sum insured, unless otherwise indicated.

Benefit	What we give you	We won't cover
Loss of rent - Contents	<p>Up to:</p> <ul style="list-style-type: none"> <li>• 12 months from the time of damage, or</li> <li>• 10% of the contents sum insured</li> </ul> <p>whichever is less, towards the rent you:</p> <ul style="list-style-type: none"> <li>• Actually lose, if you had leased out your building, or</li> <li>• Would've lost if you can show that you would've leased it out,</li> </ul> <p>if your building is a strata building and:</p> <ul style="list-style-type: none"> <li>• your contents claim is accepted, and</li> <li>• your strata building or home unit is unliveable.</li> </ul> <p>We'll stop paying this benefit at the time:</p> <ul style="list-style-type: none"> <li>• Your building is built, repaired or replaced</li> <li>• Our building would've been repaired had you elected to do so</li> </ul> <p>whichever is earlier.</p> <p>This benefit is paid in addition to your contents sum insured.</p>	
Environmental upgrades - Contents	Up to \$500 per item we replace under this Policy if you ask us to contribute to the cost of new appliances with a better environmental rating.	Costs that aren't in connection with a claim accepted under your Policy.

Benefit	What we give you	We won't cover
	<p>For example, as part of your claim you replace your two star energy rated washing machine with a three star energy rated machine.</p> <p>The most we'll pay is \$2,500 per period of insurance.</p>	
Strata title home owners - Fixtures	We'll cover fixtures you installed in your strata title unit.	Items covered by any other insurance policy.

### Optional benefits

If we agree, you can also buy any or all of the optional benefits shown in the table below for an additional premium. Whether we agree to provide an optional benefit will depend on our underwriting guidelines at the time.

The optional benefits you've bought will be shown on your Policy Schedule and only apply:

- Once you've paid us the premium
- From the date the benefit was listed on your Policy Schedule.

If your Policy covers more than one building or contents, each site will be shown separately on your Policy Schedule with the optional benefits you selected for each site shown with it.

Benefit	What we give you	We won't cover
Theft and vandalism by tenants to your building	We'll pay the cost of loss or damage to your building or your contents as a result of either of the 'Insured events' - 'Theft' (page 24) or 'Vandalism or malicious damage' (page 24) caused by a tenant.	
Theft and vandalism by tenants to your contents	<p>You can only buy the optional benefit applicable to the Cover you have under this Policy.</p> <p>The most we'll pay is \$10,000 for your building and \$10,000 for your contents. If you buy both of these benefits, because you have Building cover and Contents cover, we won't apply any unused portion of your building benefit towards your contents benefit and vice versa.</p>	

Benefit	What we give you	We won't cover
Rent default	<p>Up to the weekly rental limit for the maximum number of weeks' limit (both limits are shown on your Policy Schedule) for rent you lose if your tenant:</p> <ul style="list-style-type: none"> <li>• Absconds before the end of their tenancy and doesn't give notice, or</li> <li>• Stops paying rent, or</li> <li>• Is legally evicted.</li> </ul> <p>The amount we pay you will be reduced by:</p> <ul style="list-style-type: none"> <li>• Any bond money you can legally use after you've deducted expenses you're legally entitled to claim (for example clean-up costs, rent owing or re-letting expenses), or</li> <li>• Four weeks rent, if a Court or Tribunal orders the refund of the bond money to the tenant on the grounds of hardship.</li> </ul> <p>We'll stop paying this benefit once:</p> <ul style="list-style-type: none"> <li>• Your building or home unit is re-tenanted</li> <li>• You can legally cancel the lease agreement</li> <li>• Two weeks have passed after the tenant vacates following a 'Notice to Leave' being served on them</li> </ul> <p>whichever happens first.</p> <p><b>Conditions</b></p> <p>Before we pay this optional benefit:</p> <ul style="list-style-type: none"> <li>• You must have had a tenant with rent up-to-date for at least four weeks, and</li> </ul> <p>Four weeks bond money must have been paid before the tenancy commenced.</p>	<p>Rent lost because you failed to</p> <ul style="list-style-type: none"> <li>• Rectify a 'Notice of Remedy' breach issued by the tenant</li> <li>• Take all reasonable steps legally available to you to mitigate any rent loss or evict the tenant.</li> </ul> <p>Rent not paid during a period in which there was no liability to pay rent under the lease agreement (for example, during a hardship period ordered by a Tribunal, a rent holiday or rent relief you give).</p>

## Exclusions and conditions

This section of the booklet sets out:

- Exclusions:
  - 'Building and contents cover exclusions' - which apply to 'Building' cover and 'Contents' cover claims
  - 'Legal liability exclusions' - which apply to 'Legal liability' cover claims
  - 'General exclusions' - which apply to all claims
- 'General conditions', your responsibilities once you've taken out your Policy
- 'Other terms', how this Policy operates.

### Building and contents cover exclusions

These exclusions apply to claims made under 'Building' cover, 'Contents' cover, 'Building and contents covers standard benefits', 'Building cover standard benefits', 'Contents cover standard benefits' and 'Optional benefits'.

### 'Insured events'

The specific things we don't cover for each insured event are set out in the 'Insured events' table on page 22.

### Unoccupancy

If you leave your property unoccupied your cover will change according to the table below.

If your property is	You left it unoccupied for up to 30 consecutive days or less	You left it unoccupied for more than 30 consecutive days	You left it unoccupied for more than 60 consecutive days
Furnished	No change to cover.	No change to cover.	No cover for: <ul style="list-style-type: none"> <li>• Fire</li> <li>• Explosion</li> <li>• Theft</li> <li>• Vandalism and malicious damage</li> <li>• Water or other liquid</li> <li>• Glass breakage.</li> </ul>



If your property is	You left it unoccupied for up to 30 consecutive days or less	You left it unoccupied for more than 30 consecutive days	You left it unoccupied for more than 60 consecutive days
Unfurnished	No change to cover.	No cover for: <ul style="list-style-type: none"> <li>• Theft</li> <li>• Vandalism and malicious damage.</li> </ul>	No cover for: <ul style="list-style-type: none"> <li>• Fire</li> <li>• Explosion</li> <li>• Theft</li> <li>• Vandalism and malicious damage</li> <li>• Water or other liquid</li> <li>• Glass breakage.</li> </ul>

You can call us on 133 723 to request continued cover for your property while it's unoccupied. If we agree to continue your cover, we may impose conditions or exclusions.

## Legal liability exclusions

These exclusions apply to claims made under the 'Legal liability' cover,

We won't cover
Aggravated, exemplary or punitive damages (including interest and costs).
Claims that could be made under workers compensation or any accident compensation scheme.
Fines or penalties (including interest and costs).
Legal liability for bodily injury or death to: <ul style="list-style-type: none"> <li>• You or your family, or</li> <li>• An employee arising out of or during the course of employment with you or your family.</li> </ul>
Legal liability for bodily injury to someone being towed by a bicycle or in a trailer of any kind.
Loss or damage arising from: <ul style="list-style-type: none"> <li>• A breach of a statutory provision</li> <li>• An agreement, unless you or your family would've been liable in the absence of the agreement</li> <li>• Either you or your family owning or occupying land or buildings or home units not listed on your Policy Schedule</li> <li>• Libel, slander, defamation or malicious falsehood</li> <li>• Reckless, deliberately harmful or damaging acts by: <ul style="list-style-type: none"> <li>◦ You or your family</li> <li>◦ A person with the express or implied consent of you or your family.</li> </ul> </li> </ul>

## We won't cover

Loss or damage arising from or in connection with:

- A business, profession or occupation, except where you let your building or home unit for domestic purposes
- Contamination or pollution of the land, air or water
- The construction, renovation, alteration or repair of your building exceeding:
  - \$50,000 where you're the owner builder, or
  - \$100,000 where a registered builder or contractor is doing the work.

**Important note:** If you're an owner builder you should organise special contract works insurance. If a registered builder is doing the work, you should ensure your name is noted as principal on the builder's policy.

- Asbestos
- The supply of drugs or alcohol
- The ownership or use of:
  - Power driven vehicles or motorcycles, other than unregistered garden appliances
  - Power craft, or a watercraft
  - Personal watercraft
  - Aircraft or aerial devices
  - Caravans or trailers
  - Hovercraft.
- Vibration or interference with the support of land, buildings or other property.

## General exclusions

These general exclusions apply to all sections of this Policy.

### Condition of your building or home unit

#### What we won't cover

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 building 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 building due to part of the roof being rusted through.

However, this Condition of your building or home unit 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 building or home unit 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

For example, worn carpets or scratched floors in high traffic areas, faded curtains due to sunlight, or scratches in a kitchen benchtop that would be expected from normal use;

- defect, structural fault, design fault or faulty workmanship;

### What we won't cover

- rising damp, seepage, mould, mildew, rot; 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.

## Intentional, reckless or fraudulent acts

### What we won't cover

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 building or contents insured under this Policy to any extent.

## Illegal activity

### What we won't cover

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;

### What we won't cover

- weapons, firearms and ammunition if they are not stored and used legally; or
- the illegal supply of drugs or alcohol.

We will not cover your property if:

- it is rented out on a casual let basis and this is not in accordance with laws such as those relating to local government, council or any authority's zoning or land usage requirements, or the by-laws or constitution of a strata body corporate, as applicable;

you are aware or should reasonably be aware, that the use of the building or home unit, or any part of it, is not in accordance with laws such as those relating to local government, council or any authority's zoning or land usage requirements, or the by-laws or constitution of a strata body corporate.

## Business activities at the site

### What we won't cover

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.

## Other loss or damage

### What we won't cover

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 building or home unit 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;

## What we won't cover

- earth movement except for landslide or subsidence where it occurs within 72 hours of, and as a direct result of, the following Insured Events:
  - **Storm, rain or flood;**
  - **Water or other liquid;**
  - **Earthquake or tsunami; or**
  - **Explosion;**

- 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 Standard benefit Fusion of electric motors, however, we will cover resultant damage to the extent it's covered under the Insured Event Fire;
- insects, vermin or rodents, however, we will cover resultant damage to the extent it's covered under the Insured Events Fire or Water or other liquid;

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 other liquid;

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 building or home unit becoming unliveable, see Standard benefit of Loss of rent;
- any contagious or communicable disease;
- loss of or damage to any information on your computer including any computer program caused by malicious software such as, but not limited to, a virus, worm, back door, trap door, ransomware or any computer hacking;
- or in connection with, any aerial device or aircraft including kites or model aircraft or drones; or
- changes in a right, title or interest in your property, for example due to a transfer, agreement or adverse possession.

### What we won't cover

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

### What we won't cover

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

## Loss or damage indirectly related to your claim

What we won't cover	For example, but not limited to
Loss or damage indirectly related to your claim	<ul style="list-style-type: none"> <li>• 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;</li> <li>• any diminished value of your property after it's been repaired;</li> <li>• any intangible losses including intellectual or sentimental value;</li> <li>• the cost of hiring a replacement machine or appliance;</li> <li>• loss of income (except for loss of rent from your building or home unit), loss of profits, or costs arising from any business interruption (See Standard benefit of Loss of rent);</li> <li>• medical expenses; or</li> <li>• compensation for your stress or anxiety, inconvenience or loss of time.</li> </ul> <p>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.</p>

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

### What we won't cover

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.

## Sanctions limitation and exclusion clause

### What we won't cover

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

### What we won't 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

### What we won't cover

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.



## General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

## Assistance and co-operation

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.

## 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.
-

## Tell us when these things change

You must tell us as soon as reasonably possible if any of the information on your Policy Schedule is incorrect or has changed.

Things you must tell us
You sell the building or home unit
You're planning construction work including renovations, alterations, additions or repairs at the site
You know your property will be unoccupied for any period longer than 90 consecutive days
The occupancy of your building or home unit changes
You start operating a business, or generating a regular income (other than residential rental income) at the site
You add or change mortgage lenders, if you have building cover
You want to increase your sum(s) insured
Your weekly rental income changes, if you have the Rent Default option

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.

## Changes to your cover

If you request any change to cover (e.g. you choose to add an optional cover or you increase your sum(s) insured) or the occupancy changes then, if we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium. If an additional premium is required, the change will only be effective when:

- if you're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- you have paid the additional premium by the due date we give to you.

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

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

## Changes to your circumstances

Contact us to discuss potential changes in circumstances when you know the details of the timing and nature of the changes before they happen, to find out in advance whether we will be able to continue to insure your building and/or contents.

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

- you are removing the roof, or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the site;
- you start operating a business, or generating a regular income (other than residential rental income) at the site; or
- the occupancy of your building or home unit changes, for example you decide to stop renting it out and move into it yourself.

If you tell us about a change in mortgage lender we will note them on the Policy Schedule.

If you tell us about any other change, for example if your property is going to be unoccupied for more than 90 days, we will consider it under our underwriting rules and processes at the time.

## 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 (eg financiers, 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.

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## Other terms

These other terms apply to how your Policy operates.

### **Cancelling your Policy**

You can cancel your Policy at any time by telling us. If there are other people named as insured on your Policy, we may only need a request to cancel it from one of you.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.

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

If you've paid your premium in advance and your Policy is cancelled, we'll refund you the proportion of the premium for the remaining period of insurance, less any non-refundable government fees, duties or charges.

### **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 change or cancel your Policy or tell us where a claim payment should be paid.

### **Notices**

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

If we email your policy and other related documents, we'll consider an email to be received by you when it enters your mail server, but in any event no later than 24 hours from the time it's sent out of our data system. You can choose to receive your policy documents by post and you can change your preference at any time. It's your responsibility to make sure we have your current email and mailing address on record, so you must let us know as soon as these change.

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## Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

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.

This section includes:

- 'Settling building claims' - how we settle 'Building' claims
- 'Settling contents claims' - how we settle 'Contents' claims
- 'Total loss' - what happens when your building or contents are declared a total loss
- 'Excesses' - what you pay us when you make a claim
- 'Claims conditions' - your responsibilities and our rights after you've made a claim.

### What to do and what not to do after an incident

What to do after an incident
<b>Prevent further loss or damage</b>
<b>Inform the Police</b> if something was stolen or vandalised, or if you're required by law to do so, 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.
<b>Take details</b> of other people involved in an incident or any witnesses to it
<b>Call us</b> as soon as possible
<b>Complete a claim form</b> if we require it
<b>Provide all relevant information</b> in support of your claim, including letters or notices given to you by another party
<b>Pay your excess</b>

What not to do after an incident
<b>Admit guilt or fault</b> except in a Court or to the Police
<b>Offer or negotiate</b> to pay a claim or make repairs
<b>Admit liability</b>
<b>Dispose of damaged items</b> unless we've said you can
<b>Authorise repairs</b> except for essential temporary repairs
<b>Unnecessarily delay telling us about an incident</b> as it may reduce the amount we pay for your claim
<b>Give us false or misleading information</b>

## How a claim affects your sum insured

If we settle a claim and pay less than the total sum insured, your sum insured remains the same as it was before the claim.

For example, if your contents sum insured is \$40,000 and we pay an \$8,000 theft claim, your sum insured will remain \$40,000. Likewise, if your building sum insured is \$120,000 and we pay a \$30,000 fire claim for damage to our kitchen, your sum insured will remain \$120,000.

## Settling building claims

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

### If you don't use our supplier

We will pay you the reasonable cost to repair, replace or rebuild the damaged parts of your building 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 building due to the age, policy limit, inadequate sum insured, construction or condition of your building 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 building 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 building.

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 building, you will not be eligible for our **Lifetime guarantee on building repairs** because we won't have appointed the supplier or managed the works.

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

### Building costs

Whether we arrange the repairs, replacement or rebuilding or pay you the cost to complete the repairs, replacement or rebuilding we'll also pay the necessary and reasonable costs as part of your building sum insured:

- to temporarily protect your site (this includes preventing access to limit the risk of theft, weather damage and injury);
- for demolition;
- to remove debris from your site;
- for an architect or surveyor; and
- to comply with current building codes and statutory requirements.

### Undamaged parts of your building

We won't pay for any undamaged parts of your building, 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 building damage:

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

Internal building damage	
<b>Damage to internal flooring</b>  (excludes carpets - these are covered as contents)	<p>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.</p> <p>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.</p> <p>We won't pay to replace any undamaged materials in any other adjoining rooms, hallways or stairwells.</p>
<b>Damage to internal walls</b>	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.
<b>Damage to internal fixtures/ fittings</b>	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 home 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 building, we will also pay up to \$1,000 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 building 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 building at the time the claim was approved



## Rebuilding at an alternative location

If your building is a total loss, you may choose to rebuild at another site in Australia. We won't pay you more than it would have cost to rebuild at your site.

## Lifetime guarantee on building 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 building; 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 building 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.

If we have selected and authorised a supplier to replace, repair or rebuild your building and we are satisfied that the work requires rectification to such an extent that your home is unliveable, we'll arrange and pay the reasonable costs of temporary accommodation until the home is fit to live in.

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 home; 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.

### **The most we'll pay**

The most we'll pay is your building sum insured plus any Standard benefits payable on top of the building sum insured, less any applicable excesses.

Your building sum insured may be increased through the application of the **Inflation adjustment** Standard benefit or if eligible, the Building sum insured safeguard.

### **Settling contents claims**

In this section when we say 'Contents' in the context of settling your claim, we're referring to contents and/or high risk items as the case requires.

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 the amount we'll pay is determined if the item is repairable**.

- if 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;
- if 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 including tools, devices and appliances, 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 we determine the amount we'll pay 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 or, if it's a Specified Contents item, the specified limit noted on your Policy Schedule; 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 Standard 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 Inflation adjustment Standard benefit.

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

Item	What we pay
High risk items	The reasonable cost to repair or replace the item up to the limit shown in the 'Meaning of high risk items' table on page 20.
Specified contents	The reasonable cost to repair or replace the item up to the sum insured listed on your Policy Schedule.
Carpet	<p>We'll pay to repair or replace up to an existing change or join in the carpet or an archway, doorway or similar opening, whichever is closest to the damage.</p> <p>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).</p> <p>We won't pay to replace any undamaged carpet in any other adjoining rooms, hallways or stairwells.</p>

## Total loss

### Your premium after we've paid a total loss

Where a claim is for a total loss and we pay you the sum insured, then your Policy comes to an end and no refund of your premium is due. The total premium is payable and non-refundable because you have received the benefit of the cover we provide under the Policy.

If you pay your premium in instalments and your contents is a total loss, you will still need to pay the total of any remaining premium instalments for the period of insurance. Any payment we make to you will be minus the instalments you're yet to pay. This amount is the difference between what you've already paid us (via your instalments) and what you would've paid us for the remainder of the insured period. Depending upon how your claim is settled, 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.

Where you have both your building and contents insured under the Policy, and only either the building or contents are a total loss, the cover under that part of the Policy that is not a total loss remains in place. This lasts until your Policy renewal date, which you can find on your Policy Schedule.

### 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 building 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.

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## 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. There may be other excesses that apply in special circumstances. The excess types and amounts that apply to your Policy will be shown on your Policy Schedule.

We will not apply an excess for legal liability claims.

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

For example, if you have building and contents insurance, you only need to pay one excess if both your building and contents are damaged in the same insured event.

Excess types	When it applies
Home excess	All claims unless otherwise stated.
Earthquake or tsunami excess	All claims for earthquake or tsunami.
Imposed excess	All claims as set out on your Policy Schedule.  This is an excess we may require to cover your building and/or contents. If an imposed excess has been applied it'll be shown on your Policy Schedule. This excess is in addition to any other excesses applicable to that claim.
<b>Optional benefit excesses</b>	
Theft and vandalism excess	All claims for theft and vandalism by tenants.
Rent default	All claims for portable contents items.

## How your excess is paid for items with limits

Where a limit is applicable, the excess will be applied to the claim prior to applying the limit.

For example:

<b>Value of a work of art</b>	<b>\$3,000</b>
Excess to be applied:	\$250
Item value less excess:	\$2,750
High risk item limit:	\$2,000
If the item was not specified: High risk item applies	\$2,000
If the item was specified: The item sum insured less the excess applies	\$2,750

## Claims conditions

These claims conditions apply to all sections of your Policy whenever you make a claim.

### Claims experience bonus

If you make a claim under your Policy it may affect your premium at your next renewal date.

### 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.

### 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;
- guarantee or warranty certificates;
- valuation certificates for artworks, rugs and antiques; and
- photographs or video film of the item/s in your building or home unit.

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;
- receipts for cleaning fees; and
- records of cancellations.
- bond receipts or details of the security bond, booking fees and deposits;
- 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.

### **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.

### **How claims administration and legal proceedings are undertaken**

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. We will talk to you about these steps before we take them.

If we successfully recover more than 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 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 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.

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