

LANDLORD INSURANCE

ACCIDENTAL DAMAGE

Combined Financial Services Guide and Product Disclosure Statement

Effective Date 17 March 2020

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PRODUCT DISCLOSURE STATEMENT (PDS)

INTRODUCTION

About this Product Disclosure Statement

This Product Disclosure Statement (PDS) is an important document. **You** should read it carefully before making a decision to purchase this product.

This PDS will help you to:

- decide whether this product will meet your needs; and
- compare this product with other products you may be considering.

The information contained in this PDS is general information only. It is important **you** read **your** policy to ensure **you** have the cover **you** need.

Any terms in this PDS that are in **bold** are words that have a particular defined meaning. **You** should refer to the 'Definitions' section of this document beginning on page 56 to obtain the full meaning of such terms.

Headings have been included for ease of reference, but do not form part of the policy.

This PDS is made up of two parts:

- important information (beginning on page 4); and
- policy wording (beginning with the section 'Who we cover' on page 24) terms and conditions of the cover provided.

This Combined FSG and PDS was prepared on 30 January 2020.

Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting **your** intermediary or by contacting **us** using **our** contact details on the back page of this PDS.

Please note that **we** may also choose to issue a new or supplementary PDS in other circumstances.

IMPORTANT INFORMATION

About Blue Zebra

Blue Zebra Insurance Pty Ltd (**BZI**, **we**, **us** or **our**) ABN 12 622 465 838, Australian Financial Services (AFS) Licence Number 504130, is an insurance underwriting agency and holds an AFS Licence to issue and provide general advice on general insurance products.

BZI issues and administers the policy on behalf of the **insurer**. **BZI** acts under a binding authority for the **insurer** and not **you**.

About Youi

The insurer is Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.

Youi Pty Ltd is an Australian registered company and is a wholly owned subsidiary of Youi Holdings Pty Ltd, a subsidiary of OUTsurance International Holdings Pty Limited part of the Rand Merchant Insurance Holdings (RMIH) Group.

Youi is a registered general insurance company and is regulated by the Australian Prudential Regulation Authority (APRA) and Australian Securities and Investment Commission (ASIC), a member of Insurance Council of Australia (ICA) and a signatory to the General Insurance Code of Practice.

Youi's contact details are:

Phone: 13 YOUI (9684)

+61 7 3719 4800

Email: info@youi.com.au

Mail: PO Box 849, Buddina QLD 4575

About this insurance

Our Landlord Insurance – Accidental Damage policy covers your buildings or your contents for accidental loss or damage. You can choose to take out cover for your buildings, cover for your contents, or cover for both buildings and contents.

We also provide cover under specific conditions for a range of incidents and additional benefits and covers, including **your** legal liability. **You** can also add 'optional covers' to **your** policy to insure for loss of rent following a claim, or for certain acts by **your tenants** such as theft or rent default.

For a summary of benefits available to **you** under this policy, please see the 'Benefits summary' section beginning on page 22.

To find out what this policy covers please read this PDS to ensure **you** have the cover **you** need.

How to apply for this policy

Throughout this document when **we** are referring to **your** insurance broker or adviser, **we** simply refer to them as **your** intermediary.

If **you** are interested in buying this product or have any inquiries about it, **you** should contact **your** intermediary who should be able to provide **you** with all the information and assistance **you** require.

If you are not satisfied with the information provided by your intermediary, you can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for your personal objectives, needs or financial situation. Therefore, you should carefully read this document before deciding whether to purchase this product or not.

Our contract with you

Your policy is a contract of insurance between **you** and the **insurer**.

Your policy is made up of:

- This PDS which incorporates the policy wording beginning with the 'Who we cover' section on
 page 24. This is common to all customers who buy our Blue Zebra Insurance Landlord Insurance
 Accidental Damage product. It tells you what is covered, sets out the claims procedures,
 exclusions and other terms and conditions of cover;
- Your policy schedule issued by us for the relevant period of insurance. The policy schedule is a
 separate document unique to you, which shows the insurance details relevant to you. It includes
 any changes, exclusions, terms and conditions made to suit your individual circumstances and
 may amend the policy; and
- Any other written change otherwise advised by us in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

This document is also the PDS for any offer of renewal **we** may make, unless **we** tell **you** otherwise. Please keep **your** policy documents in a safe place.

We reserve the right to change the terms of this product where permitted to do so by law.

If there is more than one insured on the policy, then anything which any of the insureds says, does or omits to advise to **us**, applies to and affects the rights of all of the insureds.

Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sublimits that **you** should be aware of when deciding to purchase **our** product. These things may affect the amount of the payment that **we** will make to **you** if **you** have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of **your** sum insured shown in **your policy schedule** or some other amount, factor or item specified in the relevant clause or this document.

You should be aware of the following matters in considering whether this product is suitable for **your** needs.

Exclusion for new business policies

We do not insure **you** for bushfire, grassfire, **storm**, **flood** or tsunami in the first 72 hours of **your** policy. Very limited exceptions apply. For full details see the 'General exclusions' section beginning on page 54.

Excesses can apply

For each of the available covers, an **excess** may apply. Please refer to the 'Excesses' section on page 12 for more details.

Exclusions

In some circumstances, this policy contains a number of exclusions, some of which are common in insurance policies. Before making a decision about whether to purchase this policy, **you** should read the full details of all relevant exclusions, which are contained in this PDS. Some may not be relevant to **you**, however **you** should make yourself aware of all the exclusions that apply in all sections of this PDS.

Please refer to the 'General exclusions' section beginning on page 54 for the specific details.

General terms and conditions

General terms and conditions applicable to all cover provided under this policy set out **your** obligations with which **you** need to comply. Please refer to the 'General terms and conditions' section beginning on page 52.

In addition, **you** should make yourself aware of all the terms and conditions that apply to the various covers detailed within this policy. If **you** do not meet them, **we** may be able to decline or reduce the claim payment or cancel **your** policy.

Make sure you have the cover you need

You should discuss with **your** intermediary the appropriate amounts and risks for which **you** need to be insured. If **you** do not adequately insure for the relevant risks **you** may have to bear any uninsured losses yourself.

You should also advise your intermediary to notify us as soon as possible when your circumstances change which are relevant to your policy. For instance, you may need to consider increasing your sum insured if you make renovations or alterations to your buildings, or if you increase the rent you receive from letting your property. If you do not tell your intermediary of these changes, in the event of you suffering a loss or damage, your sum insured may not be adequate to cover your loss, or you may not even have any cover under your policy.

Your duty of disclosure

Before **you** enter into this contract of insurance, **you** have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth).

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

Renewal, extension, reinstatement or variation

A different duty of disclosure may apply in these circumstances. **We** will inform **you** of the duty of disclosure which applies when **you** renew, extend, reinstate or vary **your** policy.

Renewal

At least 14 days before the policy expires **we** will send **you** a renewal notice, outlining **our** renewal terms, if any. **You** are not obliged to renew the policy with **us**. **We** recommend that **you** check the new amounts to make sure they continue to cover **your** needs.

If you pay your premium by direct debit, we will automatically renew the policy and continue to debit your nominated bank account or credit card unless you tell us to stop. If you pay your premium annually, you must pay the full amount by the due date shown on your renewal invitation in order for cover to continue

This PDS (together with any amendments, updates or endorsements that **we** give **you** in writing) also applies for any offer of renewal **we** make, unless **we** tell **you** otherwise or issue **you** with a new updated PDS.

Your cooling-off period continues to apply on each renewal.

Each renewal is a separate contract and not an extension of the prior contract.

How we determine your premium

The amount of your premium is determined by taking a number of different matters into account.

It is important for **you** to know in particular that the **premium** varies depending on the information **we** received from **you** about the risk to be covered by **us**. The higher the risk is, the higher the **premium** will be. Based on **our** experience and expertise **we** decide what factors increase **our** risk and how they should impact on the **premium**. Each insurer can do this differently.

In this product the following are some of the factors that are taken into consideration when determining the appropriate **premium**:

- your nominated sum insured;
- the location of the property (i.e. the location of the insured address);
- the materials used in the construction of your buildings;
- the nature of the occupancy (i.e. short term tenancy or long term tenancy);
- whether the property is managed by you or your property manager;
- whether or not you have chosen any optional covers (such as rent default or theft by tenant);
- the excess you have chosen for your buildings and/or contents. If you elect to take a higher
 excess in the event of a claim, this will reduce the cost of your premium. Your intermediary can
 supply you with quotes based on differing amounts of excesses.

Your intermediary can arrange for **you** to be provided with a quote for a **premium**. **You** will need to give all **your** relevant personal details to **your** intermediary at this time to enable **us** to calculate **your premium**.

Another important thing to know is that **your premium** also includes amounts that take into account **our** obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to **your** policy. These amounts will be set out separately on **your policy schedule** as part of the total **premium** payable.

Also, minimum **premiums** may apply. Any discounts or entitlements may be subject to rounding and only apply to the extent any minimum **premium** is not reached.

BZI may also add an agency fee to the **premium** that is charged, and this will be shown on **your policy schedule**. The agency fee will only be refunded when the policy is cancelled within the cooling-off period (see page 20) or where the cancellation is effective from the start of the **period of insurance**.

How to pay your premium

There are three ways that you can pay your premium:

- an annual payment to your intermediary;
- if provided, an annual payment directly to BZI from your credit card or from your bank account which can be arranged by you or your intermediary; or
- if provided, in monthly instalments by automatic deduction from your credit card or from your bank account which can be arranged by you or your intermediary.

You must pay your premium in the manner set out on your policy schedule.

How to pay your premium via your intermediary

If **you** are paying **your** annual **premium** via **your** intermediary, **you** must pay them by the due date shown on **your policy schedule**. If **your premium** is unpaid by the due date this policy will not operate and there will be no cover.

How to pay your annual premium directly to BZI

If you are paying your annual premium directly to BZI, we will deduct your annual premium from your nominated bank account or credit card within three business days after the day the details of the credit card or bank account have been provided to us.

If an attempt to deduct **your** annual **premium** is dishonoured for any reason, **we** will notify **you** and/or **your** intermediary and provide details on:

- any actions required by you; and
- when we will next attempt to deduct the annual premium.

After three unsuccessful attempts to deduct the annual **premium**, **we** may cancel this policy. **We** will send a notice to **you** and/or **your** intermediary with details of the action **we** intend to take and when the cancellation will become effective.

How to pay your instalment premium

We will deduct your instalment premiums each month from your nominated bank account or credit card on the day of the month shown on your policy schedule as your payment date (or the next business day if your payment date falls on a weekend of public holiday in any given month).

When **you** renew **your** policy, **we** will continue to deduct **your** instalment **premiums** for **your** renewed policy on the same day of the month, unless **you** tell **us** otherwise.

Further details of your instalments are shown on your policy schedule.

If any instalment **premium** is dishonoured for any reason, **we** will notify **you** and/or **your** intermediary and provide details on:

- any actions required by you; and
- when we will next attempt to deduct that instalment premium.

After three unsuccessful attempts to deduct a given instalment **premium**, **we** may cancel this policy. **We** will send a notice to **you** and/or **your** intermediary with details of the action **we** intend to take and when the cancellation will become effective.

If the first instalment in the **period of insurance** is dishonoured and remains unpaid after three attempts at being deducted, this policy will not operate and there will be no cover.

In the event that **you** fail to make any of **your** instalment **premium** payments when they are due, **you** may be responsible for any administration or dishonour fees which may be charged by **BZI**, **BZI**'s financial institution, and/or **your** financial institution.

We are entitled to deduct any unpaid premium instalments from any amount we pay you under a claim.

We may not pay a claim under this policy if, at the time the claim occurred, any instalment of **premium** has remained unpaid for 14 days or more.

You must tell **us** if **your** nominated bank account or credit card details change. **You** must do this no later than 7 days before **your** next instalment is due.

If **your** policy has been included as part of a 'package' of **BZI** policies then the instalment **premiums** for all policies on that package will be combined and one instalment will be collected on each instalment date. The details of the combined instalment schedule for the package will be shown on **your** package schedule which **your** intermediary should provide to **you**.

If an instalment for a package is dishonoured for any reason then the approach detailed above will apply to all policies in that package. In particular, after three unsuccessful attempts to deduct a given instalment **premium** for a package, **we** may cancel all policies in the package.

About your sum insured

Your buildings sum insured and/or contents sum insured are shown on your policy schedule. For contents cover the contents sum insured on your policy schedule represents the nominated sum insured for contents excluding any items added under the optional cover 'Special contents' (see page 48) which will be shown separately.

You should make sure that your sum insureds are adequate to cover you for the full replacement value of your buildings and/or contents, and are reviewed whenever your circumstances change (for example, after renovations to your buildings or purchasing new contents items). If you have any questions regarding the adequacy of your sum insureds, please contact your intermediary.

The sum insured values that you choose should exclude GST.

During each **period of insurance** the sum insured for **buildings** and/or **contents** (other than 'special contents') will be automatically increased by 0.5% per month (6% per annum) until the end of the **period of insurance**. The sum insureds after this adjustment represent the most **you** can claim for any one incident unless stated otherwise in this PDS. This is prior to the application of any 'additional benefits' or 'additional covers' which may be applicable to the claim.

Your buildings sum insured and/or **contents** sum insured will be automatically adjusted at renewal to take into account various factors including inflationary trends. If **you** need to change the value associated with any 'special contents' (see page 48), please advise **your** intermediary.

About making a claim

How to make a claim

If **you** need to make a claim under this policy, please contact **your** intermediary to assist **you** in lodging the claim with **us**.

Alternatively, if it is an emergency outside business hours or **you** would like to lodge the claim with **us** directly, please use one of the following methods to do so:

- phone us on 1300 253 692 (toll free) or +61 2 9301 8018 (if dialling from overseas); or
- register your claim online at www.bzi.com.au/newclaim and our claims staff will contact you.

What you must do

As soon as **you** are aware of any circumstances that are likely to result in a claim that would be covered under this policy, **you** must:

- take any reasonable steps to reduce the damage and avoid any further loss;
- inform the police immediately if property is lost, stolen or subject to malicious damage or vandalism: and/or
- keep any damaged property for which you intend to make a claim (so that we may inspect it).

What you must not do

If you believe that you are likely to make a claim that would be covered under this policy, you must not:

- carry out any repairs without our authority, except in the case of an emergency where you are
 required to prevent further loss or damage to your buildings and/or contents as a result of that
 emergency, in which case we give you the authority to arrange reasonable emergency repairs on
 our behalf:
- admit responsibility for any loss, damage or destruction, if another person's property is involved;
- make any false statements in connection with your policy or any claim you make;
- negotiate a reduced settlement with another person for damage they have caused.

If **you** do not follow these steps, **we** can reduce any claim by an amount that fairly represents the extent to which **our** interests have been prejudiced.

Excesses

For each of the available covers, an **excess** may apply. An **excess** is not an additional fee charged by **us** at the time of making a claim. Rather, it is the uninsured first portion of a loss for which **you** are otherwise covered, i.e. the amount that **you** must contribute towards each claim.

Details of the **excess** amounts and circumstances in which they will be applied are set out in the definition of **excess** (see 'Definitions' section beginning on page 56) and the relevant section of this PDS that outlines the cover **we** provide.

The amount of any excess you will be required to pay will appear on your policy schedule.

If a single event results in claims to both **buildings** and **contents**, **you** will only be required to pay one **excess** – that which is the greater of the applicable **buildings** and **contents excesses**.

Where a claim relates to damage or loss caused by:

- malicious damage or vandalism;
- deliberate or intentional damage;
- damage by tenant's pets;
- theft by tenant (if you have selected that optional cover see page 36); or
- rent default (if you have selected that optional cover see page 43),

the **excess** payable will be the maximum of the following (including if it relates to loss or damage from separate identifiable events):

- the buildings excess shown on your policy schedule (if buildings cover has been selected);
- the contents excess shown on your policy schedule (if contents cover has been selected); or
- **\$1.000**

How we settle your claim - buildings

When **your buildings** are destroyed or damaged during the **period of insurance we** will pay for the cost of repair or replacement with new material without deducting an amount for wear and tear and depreciation.

If the damage to **your buildings** requires them to be rebuilt, **you** have the option of rebuilding at the **insured address** where the damage happened or a different site in the same general area, on the condition that:

- we will not pay more than the cost that would have been incurred if reinstatement of your buildings that are damaged had taken place at the location where the damage happened; or
- if the actual cost of rebuilding is less than the cost of reinstatement at the location where the damage happened, then **our** payment is limited to the actual cost of rebuilding.

If **you** request a cash settlement or if reinstatement is not carried out, **we** will only pay the equivalent of the cost of repair or replacement with similar material less a reasonable amount for wear and tear and depreciation.

Any rebuilding or repairing of **your buildings** must commence within 6 months of the date that the destruction or damage occurred. If it does not commence within 6 months (or any other period which **we** agree with **you** in writing) **you** may have to pay any increase in cost caused by the delay.

We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred. **We** will not pay any costs for replacing undamaged property.

We will try to match any material used to repair **your buildings** with the original materials, however if **we** are unable to do so **we** will use the nearest equivalent available to the original materials. However, in situations where:

- it is impossible to acquire new material to replace the damaged material that reasonably matches the undamaged portion to a similar extent as immediately prior to the loss or damage occurring; and
- the amount of damaged material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching damaged and undamaged material was replaced;

then we will replace both the damaged and undamaged material.

How we settle your claim - contents

When **your contents** are destroyed, lost or damaged during the **period of insurance we** will decide which of the following **we** will do to settle **your** claim:

- repair the contents item(s) to the condition it was in immediately before it was destroyed, lost or damaged;
- replace the contents item(s) with the nearest equivalent new item; or
- pay you the cost of the replacement or repair.

As noted in the additional benefit 'Environmental improvements' on page 32, if **we** have agreed to replace any refrigerators, washing machines, clothes dryers or dishwashers that have been lost or damaged, **we** will replace them with items that have at least a 3-star energy rating regardless of whether the original item had such a rating.

We will pay for the cost of replacing any damaged:

- carpets:
- wall, floor and ceiling coverings; and
- internal blinds and curtains;

but only in the room, passage or hall where your contents were destroyed, lost or damaged.

When a destroyed, lost or damaged item of **your contents** is part of a pair, set or collection, **we** will only pay for the value of the destroyed, lost or damaged item itself, unless **you** have chosen to specify that pair, set or collection as a 'special content' (see optional cover 'Special contents' beginning on page 48). The most **we** will pay is the value that the item has as a proportion of the combined pair, set or collection. **We** will only pay the cost of replacing the item even though the pair, set or collection to which it belongs is less valuable because it is incomplete.

How we settle your claim - rent default

Please refer to the 'Claims payment basis – rent default' on page 47 for details on how claims for 'Rent default' are calculated and settled (if **you** have selected that optional cover).

After your claim is accepted

After **we** have paid a claim under **your** policy, either in total or in part, **we** have the right to take over any legal right of recovery which **you** have. If **we** do this, it will be for **our** benefit and at **our** expense (if **you** have been fully reimbursed). **You** must provide full co-operation. **You** must not limit or restrict **your** rights of recovery against any third party without **our** prior written consent.

We have the right to keep any damaged property **we** have paid for under **your** policy, including any proceeds if the items are sold.

If **we** recover more than the amount **we** paid **you**, **we** will pay **you** the balance after deducting any expenses incurred by **us** in undertaking the recovery.

If any person compensates **you** for the insured damage of any property for which **we** have paid a claim, **you** must reimburse **us** for that payment. **You** must do this as soon as the compensation is made.

Reinstatement of cover following a claim

If you have a **buildings** or **contents** claim that does not result in **us** paying **you** the full amount of the **buildings** sum insured or **contents** sum insured respectively, **your** cover for **buildings** and/or **contents** will continue up to the sum insured shown on **your policy schedule** (including the adjustments in the 'About your sum insured' section beginning on page 11).

If you have a claim for your contents that results in us paying you the contents sum insured, the cover for your contents will end. However, we will provide temporary cover for contents for a sum insured of \$5,000 for 3 months from the date of the destruction, loss or damage that resulted in that claim.

If you have a claim for your buildings that results in us paying you the sum insured, the cover for your buildings will end but liability cover will remain in force until the expiry date of the policy. However, liability cover in relation to your buildings formerly occupied by you will continue until the earliest of the expiry of your policy and:

- any construction commencing at the insured address;
- the sale of the **insured address** or any part of it;
- another policy that includes liability cover being taken out in relation to the insured address;
- the commencement of construction of a building to replace the insured buildings at another site;
 or
- 6 months from the date of the destruction, loss or damage that resulted in that claim.

Lifetime guarantee on building repairs

If **you** have a **buildings** claim then **we** guarantee that if a defect arises in **your buildings** as a result of poor quality workmanship or poor quality materials when **we** replace, repair or rebuild **your buildings**, provided that **we**:

- have directly authorised the replacement, repairs or rebuilding;
- have arranged the replacement, repairs or rebuilding; and
- have paid, or have a legal liability to pay, the supplier, repairer or builder directly for this work;

then **we** will rectify the problem by arranging, directly authorising and paying for further replacement, repair or rebuilding. **We** will, at **our** discretion, decide what needs to be done to rectify the problem.

This guarantee does not apply to:

- replacement, repairs or rebuilding that you arrange, authorise or make yourself (this applies even
 if we give you or a supplier, repairer or builder a cheque 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 buildings; or
- wear and tear consistent with normal gradual deterioration of your buildings (e.g. paint peeling
 off as part of its normal life cycle, wood rotting from moisture in the air or ground, roofs
 weathering or a hot water system leaking as a result of normal gradual deterioration).

Claims examples

Below are some examples of claim scenarios that are included here to show how a claim payment might typically be calculated. These examples are a guide only and do not cover all of the potential scenarios or all benefits that may be paid under this policy. They do not form part of the terms and conditions of this policy.

We will determine actual claims payments on an individual basis taking into consideration the facts applicable to the claim and **our** assessment of any loss or damage, as well as the coverage, exclusions and **excesses** set out in this policy and on **your policy schedule**.

Example 1 - partial loss to buildings & contents

You have the **buildings** and **contents** of **your** landlord property insured under a **BZI** Landlord Insurance Accidental Damage policy, with the following details:

Buildings sum insured: \$600,000
 Contents sum insured: \$25,000
 Buildings excess: \$1,000
 Contents excess: \$500

Occupancy: Long term tenancy

Weekly rental amount: \$1,000Optional cover for 'loss of rent': Yes

There is a major bushfire event that results in damage to some of the **buildings** and **contents** at the **insured address**. The property is **uninhabitable** as a result.

We assess the claim and determine that:

- the cost to rebuild the buildings will be \$350,000;
- it will cost \$50.000 to remove the debris:
- architect's fees will be \$30.000:
- it will take 18 weeks for the repairs to be complete and the **tenants** to be able to move back in;
- the contents damaged or destroyed are valued at \$10,000.

How much we pay		Explanation
Cost to rebuild your buildings	\$350,000	The buildings sum insured is sufficient to cover the cost of rebuilding without the need to rely on the 30% sum insured safety net.
Removal of debris	\$50,000	Paid in addition to the buildings sum insured.
Rebuilding fees	\$30,000	Paid in addition to the buildings sum insured.
Loss of rent	\$18,000	18 weeks @ \$1,000 per week.
Replacement cost for contents	\$10,000	Based on the assessment of the value of the contents damaged or destroyed.
Less excess payable	-\$1,000	Only one excess is payable, the higher of the buildings and contents excesses .
Total claim payment	\$457,000	

Example 2 - theft by tenant and rent default

You have the **contents** of **your** landlord property insured under a **BZI** Landlord Insurance Accidental Damage policy with the following details:

Contents sum insured: \$15,000Contents excess: \$500

Occupancy: Long term tenancy

Weekly rental amount: \$600
 Optional cover for 'theft by tenant': Yes
 Optional cover for 'rent default': Yes
 Bond money: \$2,400

Your tenant has vacated the property in the middle of the **rental agreement** without giving the required notice and has stolen some **contents** (to the value of \$4,000) at the same time.

Your property manager is successful in re-letting the property after 8 weeks. However, there is \$250 of allowable re-letting expenses.

How much we pay		Explanation	
Rent default	\$2,650	Loss of rent: \$600 @ 8 weeks = \$4,800	
		less remaining bond money : \$2,400 - \$250 = \$2,150	
Theft by tenant	\$4,000		
Less excess payable	-\$1,000	The excess is the higher of the contents excess and \$1,000 given the claim includes rent default.	
Total claim payment	\$5,650		

Example 3 - legal liability

Your buildings are insured under a **BZI** Landlord Insurance Accidental Damage policy with a **buildings excess** of \$1,000.

Your tenant falls over at **the insured address** as a result of a handrail coming loose and breaks their leg. They make a claim for loss of wages for a 4-week period and some out of pocket expenses, for a total amount of \$12,000. After **we** assess the circumstances behind the claim **we** determine that **you** are legally liable for this claim and that the amount **you** are liable for is \$12,000.

How much we pay		Explanation
Total amount of claim	\$12,000	Paid to the injured party. The amount is below the limit of \$30,000,000 in this policy.
Less excess payable	-\$0	No excess is payable because the claims is only under the 'Legal liability' cover.
Total claim payment	\$12,000	

Goods and Services Tax

You must advise **us** of **your** correct input tax credit percentage, where **you** are registered as a business and have an Australian Business Number.

We will not indemnify **you** for any GST liability, fines or penalties that arise from or are attributable to **your** failure to notify **us** of **your** entitlement (or correct entitlement) to an input tax credit on the **premium**.

The sum insured values that **you** choose should exclude GST and all dollar amounts in this PDS are exclusive of GST unless stated otherwise.

In the event of a claim, if **you** are not registered for GST, **we** will reimburse **you** the GST component, in addition to the amount **we** pay **you**. If **you** are registered for GST the amount that **we** are liable to pay under this policy will be reduced by the amount of any input tax credit that **you** are or may be entitled to claim for the supply of goods or services covered by that payment. If **you** are liable to pay an **excess** under this policy, the amount payable will be calculated after deduction of any input tax credit that **you** are or may be entitled to claim on payment of the **excess**.

If **you** are unsure about the taxation implications of this policy, **you** should seek advice from **your** accountant or tax professional.

Privacy

BZI is bound by the Privacy Act 1988 (Cth).

How we collect your details

We usually collect personal or sensitive information, about you ('your details') directly from you or your intermediary. We may also collect it from other third parties such as our agents and service providers, other insurers and insurance reference bureaus, people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners, third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Before giving **us** personal information about another person, please make them aware of this privacy notice or refer that person to **our** Privacy Policy which is referred to below.

Why we collect, use and disclose your details

We collect, disclose and handle information, and in some cases personal or sensitive information, about you ('your details') to assess applications, administer policies, contact you, enhance our products and services and manage claims ('purposes'). If you do not provide your information, we may not be able to provide you with our services or do those things listed above. By providing us, our representatives or your intermediary with your details, you consent to us using, disclosing to third parties and collecting from third parties your details for the purposes.

Laws authorising or requiring **us** to collect information include the *Insurance Contracts Act 1984*, *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*, *Corporations Act 2001*, *Autonomous Sanctions Act 2011*, *A New Tax System* (*Goods and Services Tax*) *Act 1999* and other financial services, crime prevention, trade sanctions and tax laws.

Who we may disclose your details to (including overseas disclosure)

We may disclose your details for the purposes noted above to relevant third parties including your intermediary, affiliates of BZI, Youi, other insurers and reinsurers, our service providers, our business partners, health practitioners, your employer, parties affected by claims, people investigating or assisting us in claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

BZI's Privacy Policy, available at www.bzi.com.au, provides further information and lists service providers, business partners and countries in which recipients of **your** details are likely to be located. It also sets out how **we** handle complaints and how **you** can access or correct **your** details or make a complaint.

General Insurance Code of Practice

The **insurer** is a signatory to the General Insurance Code of Practice (**'Code'**) and **BZI** also proudly supports the **Code**.

The **Code**, which is written in plain English, sets out the standards that general insurers must meet when providing services to their customers, such as being open, fair and honest.

It also sets out timeframes for insurers to respond to claims, complaints and requests for information from customers.

The **Code** covers many aspects of a customer's relationship with their insurer, from buying insurance to making a claim, to providing options to those experiencing financial hardship, to the process for those who wish to make a complaint.

A copy of the General Insurance Code of Practice can be found at www.codeofpractice.com.au.

Cooling-off period

After **you** apply for (or renew) a **BZI** product and **you** have received the PDS, **you** have **30 days** to check that the policy meets **your** needs. Within this time **you** may cancel the policy and receive a full refund of any **premiums** paid (less any non-refundable government charges, taxes and levies that **we** have paid and are nor recoverable), unless:

- you have made a claim or become entitled to make a claim under your policy; or
- you have exercised any right or power you have in respect of your policy or the policy has ended.

Your request will need to be in writing and forwarded to **us** via **your** intermediary.

You can cancel **your** policy at any time after the cooling-off period. Please refer to 'Cancellation' under the 'General terms and conditions' section beginning on page 52.

Dispute resolution

If you have a complaint about an insurance product we have issued or service you have received from us, please contact your intermediary to initiate the complaint with us. If you are unable to contact your intermediary, you can contact us directly on 1300 171 531 or via compliance.manager@bzi.com.au.

We will respond to **your** complaint within 15 working days. If **you** are not satisfied with **our** response, **you** may have the matter reviewed through **our** internal dispute resolution process, which is free of charge.

If **you** are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, **you** may refer the matter to the Australian Financial Complaints Authority (**AFCA**). **AFCA** provides fair and independent financial services complaint resolution that is free to **you**.

Their contact details are:

Website: www.afca.org.au Email: info@afca.org.au Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001

Financial claims schemes

The **insurer** of this policy, Youi, is an insurance company authorised under the *Insurance Act 1973* (Cth) to carry on general insurance business in Australia. As such, they are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (**APRA**).

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

The **FCS** may apply in the event that a general insurance company becomes insolvent. If the **FCS** applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the **FCS**. Access to the **FCS** is subject to eligibility criteria.

Further information about the **FCS** can be obtained at www.fcs.gov.au.

Confirmation of transactions

If you need to clarify any of the information contained in this PDS, wish to confirm a transaction or you have any other queries regarding your policy, your first point of contact is your intermediary. However, if you would also like to contact us directly, please use the contact details on the back cover.

BENEFITS SUMMARY

Below is a summary of the coverage and benefits available under this policy. Please refer to the whole of this PDS, **your policy schedule**, and any other documents that make up **your** policy for full details and applicable terms and conditions, limits and exclusions.

Cover		Buildings	Contents
Accidental destruction, loss,		✓ Up to buildings	✓ Up to contents
	Page 28	sum insured (SI)	sum insured (SI)
 deliberate or intentional damage 		if selected	if selected
 malicious damage or vanda 	alism		
Additional benefits		Buildings	Contents
Sum insured		☑ Up to 30%	×
	Page 30	of buildings SI	
	Page 30	Reasonable costs	✓ Reasonable costs
Excess waiver for total loss	Page 30	$\overline{\mathbf{V}}$	$\overline{\checkmark}$
-	Page 31	✓ Reasonable costs	×
Meeting building regulations		✓ Up to 20%	×
	Page 31	of buildings SI	
Plants, trees & shrubs		☑ Up to \$1,000 per plant,	×
		\$2,000 in total	
	Page 31	(excluding storm/flood)	
Prevention of further		Reasonable and	☑ Reasonable and
-	Page 31	necessary costs	necessary costs
3 3 3	Page 31	☑ Reasonable costs	×
Locating the source of		Reasonable costs	☑ Reasonable costs
	Page 32		
	Page 32	✓ Up to \$2,000	×
1	Page 32	☑ Up to \$5,000	✓ 3 star+ appliances
Additional covers		Buildings	Contents
Motor burnout	Page 33	☑ Less than 15 years old	☑ Less than 15 years old
Default		✓ \$12,500 contents	×
contents cover		(if only buildings cover	
	Page 33	is taken out)	
	Page 34	☑ Up to \$50,000	☑ Up to \$50,000
Malicious damage or vandalism		×	☑ Up to \$25,000
	Page 35		
Keys and locks	Page 35	☑ Up to \$1,000	☑ Up to \$1,000
Fire brigade attendance fees	Page 35	☑ Up to \$2,000	☑ Up to \$2,000
Tax audit	Page 35	☑ Up to \$5,000	☑ Up to \$5,000

Optional covers	Buildings and/or Contents		
Theft by tenant: Page 36	Optional	al Up to buildings or contents SI	
Additional benefit:			
(a) Legal expenses		Up to \$5,000	
Loss of rent: Page 37	Optional		
 Property uninhabitable 		Up to 24 months (long term tenancy)	
or untenantable		Up to 12 months/\$	50,000 (short term tenancy)
 Prevention of access 		Up to 24 months (long term tenancy)	
		•	50,000 (short term tenancy)
Death of tenant (long term tenancy)		Up to 15 weeks (lo	
Death of tenant (short term tenancy)		· ·	0,000 (short term tenancy)
 Murder or suicide 			ong term tenancy)
(or attempt at either)		•	50,000 (short term tenancy)
Partial loss of rent		Up to 10 weeks (lo	
Failure to vacate - short term tenancy		Up to 26 weeks/\$2	5,000 (short term tenancy)
Rent default: Page 43	Optional	onal	
Defaulting tenant		Up to 20 weeks (long term tenancy)	
Vacating without notice		Up to 20 weeks (long term tenancy)	
Eviction of tenant		Up to 20 weeks (long term tenancy)	
Failure to vacate - long term tenancy		Up to 26 weeks (long term tenancy)	
Hardship	Up to 6 weeks (long term tenancy)		g term tenancy)
	Additional benefits.		
(a) Legal expenses	Up to \$5,000		
(b) Representation costs	Up to \$500		
(c) Replacements of locks	Up to \$250		
(d) Removal/storage of goods		Up to \$500	
(e) Cleaning expenses	Up to \$500		
(f) Re-letting expenses		Up to \$500	
Optional covers	Building	S	Contents
Special contents Page 48	×		Optional
			Up to specified value
Legal Liability	Building		Contents
Cover for legal liability Page 49	☑ Up to	\$30 million	☑ Up to \$30 million
Additional benefits:			
(a) Defence costs Page 51	$\overline{\checkmark}$		$\overline{\checkmark}$
(b) Expenses incurred	✓ Up to	\$250 per day,	☑ Up to \$250 per day,
in attending court Page 51	\$5,00	0 in total	\$5,000 in total

WHO WE COVER

In this policy you/your means all the people named as the insured on your policy schedule.

WHERE WE COVER

Cover at the insured address

Your buildings and/or contents are covered at the insured address shown on your policy schedule.

If **you** have **contents** cover, **your contents** items are covered while they are inside a building that is fully enclosed at the **insured address**. They may also be covered in the open air at the **insured address** subject to the limitations and exclusions in the 'Contents in the open air' section below.

There is no cover for **your contents** when they are away from the **insured address** (either temporarily or permanently removed).

Contents in the open air

If you have contents cover, your contents items are covered while they are in the open air at the insured address.

The most we will pay for **contents** in the open air in any one claim is \$2,500.

BUILDINGS COVER

What are buildings

Only the following items at the **insured address** are included in the definition of **buildings**:

- residential buildings including any professional offices or surgeries in those buildings;
- domestic outbuildings, including garages, carports and sheds;
- fixed coverings to walls, floors and ceilings, not including fixed carpets, loose floor coverings, curtains or internal blinds:
- infrastructure for services, including infrastructure for the supply of electricity, gas, water, the internet and telephone;
- items built in, or fixed to, or on, the buildings such as built-in wardrobes, kitchen cupboards, floating floor boards and permanently connected appliances;
- blinds or awnings on the outside of the buildings;
- landscaping, paved terraces, paved pathways and paved driveways (excluding gravel driveways), retaining walls, fences and gates entirely or partly at the insured address;
- jetties, wharfs, pontoons and moorings used for domestic purposes only, which are located within
 the boundaries of the insured address or where part of their structure begins or terminates on
 the insured address; and
- anything permanently built, permanently constructed or permanently installed on your property
 for domestic purposes, including in ground swimming pools and spas (and their fixed
 accessories), tennis courts, decks, pergolas, clothes lines, play equipment, and fixed rainwater
 tanks, solar photovoltaic or hot water systems.

What are not buildings

The following items at the **insured address** are not included in the definition of **buildings**:

- property that a tenant is liable for under the terms of the rental agreement, other than any items
 in the list of 'What are buildings' above;
- portable electrical equipment which normally attaches to a power point only;
- fixed carpets, loose floor coverings, curtains, internal blinds (see 'What are contents' on page 26);
- plants, shrubs, or trees except as provided for under the additional benefit 'Plants, trees & shrubs' (see page 31);
- any new building in the course of construction (excluding alterations, extensions or renovations
 to an existing building where the value of the work is less than or equal to \$100,000);
- loose or compacted soil, lawn, grass, artificial grass, gravel, pebbles, rocks, unpaved paths, unpaved driveways or granular rubber;
- a hotel, motel, bed & breakfast, homestay, hostel, boarding house or guest house;
- residential flats, units or town houses, which are part of a strata title development, other than structural domestic improvements that belong to **you** and which the body corporate is not legally responsible to insure;
- anything defined as contents; and
- any items which are not expressly set out in the list of 'What are buildings' above.

CONTENTS COVER

What are contents

Only the following items are included in the definition of **contents**:

- household goods that you own or are legally responsible for that are not fixed or fitted to your buildings, including fridges, washing machines, and dryers;
- fixed carpets, loose floor coverings, curtains and internal blinds;
- furniture and furnishings that are not built in;
- portable domestic appliances and utensils that are not built in;
- portable electrical equipment which normally attaches to a power point only;
- swimming pools, saunas and spas that are not permanently installed, including their accessories;
- fixtures and fittings that have been installed if you are the owner of a strata title unit and that are not insured by the body corporate;
- pedal cycles, surfboards, sailboards, surf skis, ocean skis, kayaks, canoes, and stand up paddleboards. <u>These items are subject to the limits shown below in the 'Contents with</u> fixed limits' section (see page 27); and
- 'special contents' which are listed on your policy schedule.

What are not contents

The following items are not included in the definition of **contents**:

- jewellery and watches;
- unset precious and semi-precious stones;
- items that contain gold or silver, other than those thinly covered with gold and/or silver;
- collections of stamps, medals or coins;
- money, bullion and negotiable instruments, such as cash, smart cards, and vouchers;
- items of clothing, furs, personal effects and documents of any kind;
- mobile phones and computers;
- plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs;
- animals, including birds and fish;
- equipment for taking photographs, including accessories and unprocessed film;
- sporting equipment (other than those listed in 'What are contents' above);
- motor vehicles, motorcycles, mini-bikes, and motorised go-karts (other than ride-on mowers)
 whether they are capable of being registered or not;
- caravans or trailers;
- aircraft (including drones and model aircraft),
- watercraft (including jet skis);
- unfixed building materials, such as bricks, tiles or timber;
- anything defined as buildings; and
- any items which are not expressly set out in the list of 'What are contents' above.

The most we will pay for contents claims

Contents with fixed limits

Contents items shown in the following table have fixed limits which determine the most we will pay for those items

These limits cannot be increased.

Contents item	Fixed limit
 Pedal cycles Surfboards Sailboards Surf skis Ocean skis Kayaks Canoes Stand up paddleboards 	\$2,000 in total per claim

Contents with flexible limits

For **contents** items covered under this policy other than:

- the contents items listed in the 'Contents with fixed limits' above;
- fixed carpets;
- loose floor coverings;
- curtains: and
- internal blinds.

the most **we** will pay for any one item, pair, set, collection or system is **\$20,000** unless **you** have asked **us** to increase the limit, and **we** have agreed. Please refer to the optional cover 'Special contents' on page 48 for more details on this.

When **you** ask **us** to increase the limit for any of these items:

- we may ask for an additional premium;
- they will be shown on your policy schedule as 'Special contents'; and
- your policy schedule will show the specified value each item is insured for this value is the
 most we will pay for that item.

If you do not ask us to increase the limit for any of these items then the limit of \$20,000 will apply.

WHAT YOU ARE COVERED FOR

What you are covered for - buildings and/or contents

Subject to the terms, conditions, limits and exclusions of the policy, **your buildings** and/or **contents** as set out on **your policy schedule** will be covered if they are accidentally destroyed, accidentally lost or accidentally damaged during the **period of insurance**. This includes **deliberate or intentional damage** and **malicious damage or vandalism**.

However, in certain circumstances the cover will only apply when specific conditions are met:

Landslide or subsidence

The cover for landslide or subsidence only applies if the loss or damage occurs within **72 hours** of, and as a direct result of, one of the following:

- storm including rainwater, hail, snow or wind;
- flood:
- earthquake or tsunami;
- explosion; or
- escape of liquid from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or drain.

Unoccupied buildings

You are not covered for destruction, loss or damage if the **buildings** at the **insured address** have remained unoccupied for a continuous period of **100 days** or more, unless the destruction, loss or damage is a direct result of:

- earthquake or tsunami;
- lightning or thunderbolt;
- riot and civil commotion; or
- impact by a vehicle, aircraft, watercraft, space debris, rocket, satellite or a tree branch, however we will not cover any subsequent resultant damage (for example, water entering the buildings following earthquake damage).

If the **buildings** at the **insured address** are going to be unoccupied for more than **100 days** then **you** can ask **us** to provide cover and if **we** agree to do so **we** will advise **you** in writing.

The cover that is provided under this policy should also be considered in conjunction with the 'What you are not covered for – buildings and/or contents' section (page 29) and the 'General exclusions' section (beginning on page 54).

If you select cover:

- only for your buildings, the cover provided under this policy for destruction, loss or damage does not apply to any contents; or
- only for your contents, the cover provided under this policy for destruction, loss or damage does not apply to any buildings.

Your policy schedule will show if you have buildings and/or contents cover.

What you are not covered for - buildings and/or contents

In addition to the 'General exclusions' section (beginning on page 54) **we** will not provide cover for **your buildings** or **contents** when they are destroyed, lost or damaged by any of the following events:

- landslide or subsidence, except as described in the 'What you are covered for' section above;
- erosion:
- settling, shrinkage or any movement of the earth;
- water entering the building through any opening made for the purposes of building repairs or renovation;
- rust, corrosion, gradual deterioration, depreciation, wear or tear;
- insects, vermin or rodents, however we will cover any resulting damage from a fire or escape of liquid that is caused by them;
- roots from trees, plants, shrubs or grass. However, this exclusion only applies to damage caused directly by the roots. For example, if tree roots damage and block a pipe, we will pay for the resultant damage to the buildings caused by the water overflowing into the buildings. We will not pay for the damage to the pipe;
- any process of cleaning involving the use of chemicals other than domestic household chemicals;
- a defect in an item, faulty workmanship, structural defects or faulty design;
- theft by your tenant, unless you have selected the optional cover 'Theft by tenant' (see page 36) in which case the level of cover provided is detailed in that section;
- **tenants**, their children, their pets, their visitors, their visitors' children, or their visitors' pets, scratching, denting, chipping, rubbing or scuffing any surface;
- mechanical or electrical breakdown (other than an electric motor burning out as covered under the additional cover 'Motor burnout' on page 33). However, this exclusion does not apply to the resultant loss or damage to your buildings.

ADDITIONAL BENEFITS

If we accept your claim for your buildings or contents being accidentally destroyed, accidentally lost or accidentally damaged during the period of insurance, we will also provide the following additional benefits. These additional benefits will be paid in addition to the buildings or contents sum insureds shown on your policy schedule, up to the limits shown below for each of the additional benefits.

There are some things which are excluded under these additional benefits and these are shown below. In addition, the information in the 'General exclusions' section beginning on page 54 should also be referred to when determining whether any additional benefit will be paid.

Sum insured safety net

If you have cover for your buildings and:

- they are accidentally destroyed or accidentally damaged; and
- we determine that the cost of repairing or replacing your buildings exceeds the buildings sum insured shown on your policy schedule,

then we will pay up to 30% more than the buildings sum insured to either:

- repair or replace your buildings; or
- pay you the amount it would have cost us to repair or replace your buildings.

This additional benefit does not change the **buildings** sum insured that is used in determining any other additional benefit or additional cover – they will be calculated based on the **buildings** sum insured shown on **your policy schedule**.

You must ensure that if **you** make any changes to **your buildings** such as renovations to increase their size or quality, then the **buildings** sum insured on **your** policy is updated to reflect these changes.

Removal of debris

If **you** have cover for **your buildings** and they are accidentally destroyed or accidentally damaged then **we** will pay the reasonable costs to:

- make the insured address safe (such as temporary fencing to restrict access); and/or
- demolish, remove and dispose of any building debris that was caused by it being accidentally destroyed or accidentally damaged.

If **you** have cover for **your contents** and they are accidentally destroyed, accidentally lost or accidentally damaged, **we** will pay the reasonable costs to:

remove and dispose of any damaged contents items.

Excess waiver for total loss

If you have cover for your buildings and/or contents and you have a claim where we pay the full amount of the buildings sum insured and/or the contents sum insured shown on your policy schedule then you are not required to pay an excess on that claim.

Rebuilding fees

If **you** have cover for **your buildings** and they are accidentally destroyed or accidentally damaged then **we** will pay the reasonable costs of:

- fees charged by architects, surveyors and/or engineers; and/or
- legal fees or fees charged by statutory authorities that arise in respect of the reinstatement of your buildings.

Meeting building regulations

If **you** have cover for **your buildings** and they are accidentally destroyed or accidentally damaged then **we** will pay the reasonable costs to meet current building regulations and laws that are required when they are being rebuilt or repaired.

The most we will pay is 20% of the buildings sum insured shown on your policy schedule.

We will not pay any costs associated with:

 building regulations that were already in place when the buildings were originally built, or subsequently altered or renovated.

Plants, trees & shrubs

If **you** have cover for **your buildings** and they have been accidentally destroyed or accidentally damaged other than by **storm** or **flood** then **we** will pay the cost of replacing any plants, trees or shrubs that were damaged at the same time, up to \$1,000 per plant and \$2,000 in total per claim.

We will not pay any costs related to:

- lawns or grass;
- pot plants; or
- any plants that were being grown for commercial use.

Prevention of further loss or damage

If **your buildings** or **contents** are lost or damaged and **we** have agreed that the loss or damage will be covered under this policy then **we** will pay the reasonable and necessary costs to protect **your buildings** or **contents** from further loss or damage.

Mortgagee discharge costs

If **you** have cover for **your buildings** and **you** have a claim where **we** pay the full amount of the **buildings** sum insured shown on **your policy schedule** then **we** will pay the reasonable administration costs for **you** to discharge any mortgage over the **buildings**.

Locating the source of escaped liquid

If **you** have cover for **your buildings** and/or **contents** and **we** accept a claim for damage caused by liquid escaping, leaking, overflowing or bursting from any of the following:

- house gutters, drainpipes or pipes;
- sanitary fixtures (such as toilets, sinks or baths);
- appliances (such as washing machines, refrigerators or dishwashers);
- swimming pools or spas;
- fixed heating systems; or
- fixed water tanks.

then **we** will also pay for the reasonable costs associated with locating the cause of the damage, and any damage to **your buildings** and/or **contents** caused while looking for the cause.

We will not pay for any costs associated with repairing or replacing the item from which the liquid escaped.

Building materials

If **you** have cover for **your buildings** and the following items are accidentally destroyed, accidentally lost or accidentally damaged then **we** will pay the cost of replacing them:

- any unfixed building materials such as bricks, tiles or timber; and/or
- any gas or electrical appliances that were due to be fitted to your buildings, such as a
 dishwasher or oven, provided they were in a locked and fully enclosed building.

The most we will pay is \$2,000 per period of insurance.

We will not pay any costs related to sand, gravel, bark, soil or similar materials.

Environmental improvements

If **you** have **buildings** cover and **your buildings** are totally destroyed then **we** will pay up to \$5,000 of **your** net costs in purchasing and installing environmental improvements such as rainwater tanks, solar power systems or grey water recycling systems.

Net costs are the costs after any rebates **you** were eligible for at the date of the loss under any government or council schemes.

If **you** have **contents** cover and **we** have agreed to replace any refrigerators, washing machines, clothes dryers or dishwashers that have been lost or damaged then **we** will replace them with items that have at least a 3-star energy rating regardless of whether the original item had such a rating.

ADDITIONAL COVERS

This policy also provides the following additional covers. These additional covers can be claimed for without there being any loss or damage to **your buildings** or **contents** as defined in the previous sections.

This section shows what is covered under each of these additional covers, and what limitations or exclusions there are. In addition, the information in the 'General exclusions' section beginning on page 54 should also be referred to when determining whether any additional cover will be paid.

Motor burnout

If an electric motor in household equipment or appliances which is less than **15 years** old is burnt out or fused during the **period of insurance** then **we** will pay the reasonable costs to repair or replace it.

If the electric motor is part of **your buildings** then **you** must have **buildings** cover in order to claim for motor burnout. The **excess** payable will be the **buildings excess** shown on **your policy schedule**.

If the electric motor is part of **your contents** then **you** must have **contents** cover in order to claim for motor burnout. The **excess** payable will be the **contents excess** shown on **your policy schedule**.

If an electric motor cannot be repaired or replaced, **we** will pay the replacement cost of an equivalent motor. **We** will not pay for the replacement of the whole appliance unless it costs **us** less than it would to repair or replace the motor.

We will not cover any electric motors that:

- form part of equipment used in conjunction with your business, trade, or profession; or
- are more than 15 years old.

We will not pay for any costs:

- where you can recover under a manufacturer's guarantee or warranty; or
- associated with extracting or reinstalling a submersible or underground motor or pump.

Default contents cover

If you have selected to have cover for your buildings only (i.e. you have not selected to have cover for your contents) then, subject to the terms, conditions, limits and exclusions of this policy, we will provide a default sum insured amount of \$12,500 contents cover.

If **your contents** at the **insured address** are insured under another policy, **we** will only pay under this additional cover once the cover under that policy has been fully exhausted.

The **excess** payable on any claims under this additional cover will be the **buildings excess** shown on **your policy schedule**.

Chemical contamination cover

If **your buildings** and/or **contents** suffer chemical contamination as a result of the manufacturing, storage or distribution of any controlled drug at the **insured address**, **we** will pay up to \$50,000 during any one **period of insurance** for clean up costs to remove or mitigate the contamination or pollution.

You can only claim under this additional cover if <u>all</u> of the following conditions have been met:

- the property at the insured address is rented on a long term tenancy (and this is shown on your policy schedule) and a valid rental agreement is in place; and
- you or your property manager have acted immediately once aware of the contamination at the insured address: and
- the manufacturing, storage or distribution operation at the insured address was discovered by the police (or relevant authority), or has been referred to the police (or relevant authority) for investigation since it was discovered;
- an assessment by a suitably qualified professional has confirmed that the property at the insured address has been contaminated as a result of the manufacture, storage or distribution of a controlled drug; and
- you or your property manager have:
 - (a) conducted pre-tenancy checks for all adult **tenants** on the **rental agreement**, including written or verbal references, and the outcomes of these checks have been documented;
 - (b) inspected the property at the **insured address**:
 - between every change of tenant; and
 - within the first 6 months of any new **rental agreement**; and
 - at a minimum every 12 months during the period of the tenancy (including when on a periodic tenancy agreement).

As part of assessing a claim under this additional cover **we** may require **you** to provide evidence and/or copies of reports in relation these pre-tenancy checks and inspections. Failure to do so may result in a claim under this additional cover being denied.

If **we** accept a claim under this additional cover, **we** will reimburse the cost incurred in seeking an assessment by a suitably qualified professional to confirm the contamination (within the \$50,000 limit).

We will not pay any claim under this additional cover where:

- the property is let on a short term tenancy; or
- there is no valid rental agreement in place; or
- **you** or **your property manager** have not complied with the conditions mentioned above with respect to pre-tenancy checks and property inspections.

The **excess** payable on any claims under this additional cover will be the greater of:

- the buildings excess shown on your policy schedule (if buildings cover has been selected); and
- the contents excess shown on your policy schedule (if contents cover has been selected).

Malicious damage or vandalism to body corporate building

If you have cover for your contents and

- a tenant or a visitor of the tenant causes damage to the body corporate building; and
- the damage relates to malicious damage or vandalism; and
- you are legally liable for the damage,

then we will pay up to \$25,000.

The amount we pay under this additional cover is in addition to the contents sum insured.

This additional cover does not apply to damage that results from **deliberate or intentional damage**.

The excess payable on any claims under this additional cover will be the **contents excess** shown on **your policy schedule**.

Keys and locks

If a key to an external door lock or external window lock is stolen as a result of burglary or a house break-in during the **period of insurance** then **we** will pay the reasonable and necessary costs up to \$1,000 to replace the external lock, key or cylinder with a similar item.

No excess applies when you claim under this additional cover only.

Fire brigade attendance fees

We will pay reasonable costs up to \$2,000 for a fire brigade or similar authorised organisation to attend and protect **your buildings** or **contents** against an actual fire or other emergency.

No excess applies when you claim under this additional cover only.

Tax audit

We will pay for the fees **you** must pay to an accountant when **your** financial affairs are audited by the Australian Tax Office in respect of the property at the **insured address** shown on **your policy schedule**.

You must advise **us** of any such audit prior to the fees being incurred.

We will not pay claims for:

- any audit that relates to a criminal prosecution;
- fees where the final assessment of your taxable income for the period being audited is 20%, or more, higher than your original declaration;
- fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit;
- fees for work performed outside the time limits allowed by the Australian Taxation Office; or
- any fines, penalties or adjustments of taxation.

The most we will pay under this additional cover is \$5,000 during any period of insurance.

No excess applies when you claim under this additional cover only.

OPTIONAL COVERS

You can ask us to add one or more of the following optional covers to your policy. If you do and we agree to add the optional cover then we will require an additional premium and the details of the optional cover added will be shown on your policy schedule. If these optional covers are not shown on your policy schedule then they have not been added to your policy and the coverage described in this section does not apply.

This section shows what is covered under each of these optional covers if they have been added to **your** policy, and what limitations or exclusions there are. In addition, the information in the 'General exclusions' section beginning on page 54 should also be referred to when determining whether any optional cover will be paid.

Theft by tenant

The cover in this section applies only if **you** have added the optional cover for 'Theft by tenant' and this is shown on **your policy schedule**.

You will be covered for theft of your buildings and/or contents by:

- your tenant, including their children; or
- a visitor of your tenant, including their children.

You must have selected buildings cover in order to claim for theft of any part of your buildings under this optional cover. The most we will pay is your buildings sum insured as shown on your policy schedule (less any applicable excess).

If you have selected **contents** cover then the most you can claim for theft of any of your **contents** under this optional cover is the **contents** sum insured as shown on your policy schedule (less any applicable **excess**).

If **you** have selected cover for **your buildings** only, then under this optional cover **you** can claim up to the limit of the additional cover 'Default contents cover' (see page 33) (less any applicable **excess**) for theft of any of **your contents**.

Additional benefits – theft by tenant

When we pay a claim for 'theft by tenant', we will also pay the following additional benefits:

Legal expenses

Up to \$5,000 in legal expenses per claim that **you** incur to recover amounts for items stolen by **your tenant** (including their children) or a visitor of **your tenant** (including their children).

We will only pay these legal expenses if we agreed to pay them prior to them being incurred.

Excess payable - theft by tenant

When we pay a claim for 'theft by tenant' the excess payable will be the maximum of:

- the buildings excess shown on your policy schedule (if buildings cover has been selected);
- the contents excess shown on your policy schedule (if contents cover has been selected); or
- **\$1,000**

Loss of rent

The cover in this section applies only if **you** have added the optional cover for 'Loss of rent' and this is shown on **your policy schedule**. The insured events that are covered under this optional cover are listed below

Property uninhabitable or untenantable

Insured event

- Your buildings and/or contents are accidentally destroyed or accidentally damaged in accordance with the section 'What you are covered for' on page 28; and
- Your property at the insured address is uninhabitable or untenantable as a result of that damage or destruction.

What we will cover - long term or permanent tenancy

If the property at the **insured address** is let as a **long term tenancy** (and this is shown on **your policy schedule**), **we** will pay the **weekly rental amount** for the period:

- from the latter of:
 - when the damage or destruction occurred;
 - when the property became uninhabitable or untenantable,
- until the first of these events occurs:
 - the repair or replacement of the buildings and/or contents has been completed;
 - the property becomes tenantable;
 - the property is re-let;
 - we have been paying the weekly rental amount for 24 months.

When the property becomes tenantable following the completion of the repairs or replacement, **we** will also pay the **weekly rental amount** for up to **2 additional weeks** while the property is being relet. **You** or **your property manager** must be actively attempting to re-let the property during this period. Cover will cease once it has been re-let.

The most **we** will pay in this insured event will be an amount equivalent to **24 months** of the **weekly rental amount**.

What we will cover - short term tenancy or holiday let

If the property at the **insured address** is let as a **short term tenancy** (and this is shown on **your policy schedule**), **we** will pay the loss of rent associated with any documented rental bookings that were in place when the damage or destruction occurred, where the booking was during the period:

- from the latter of:
 - when the damage or destruction occurred;
 - when the property became uninhabitable or untenantable,
- until the first of these events occurs:
 - the repair or replacement of the buildings and/or contents has been completed;
 - the property becomes tenantable;
 - a new short term booking at the property begins;
 - 12 months has passed; or
 - the limit for this insured event is reached

The most we will pay in this insured event will be \$50,000 in any period of insurance.

Prevention of access

Insured event

- Another property near the insured address is accidentally destroyed or damaged; and
- That damage or destruction would have been covered under this policy in accordance with the section 'What you are covered for' on page 28 if it had occurred at the insured address; and
- Your tenants are prevented access to your property at the insured address as a result.

What we will cover - long term or permanent tenancy

If the property at the **insured address** is let as a **long term tenancy** (and this is shown on **your policy schedule**), **we** will pay the **weekly rental amount** for the period:

- from the latter of:
 - when the damage or destruction to the nearby property occurred;
 - when access to the property at the insured address was prevented,
- until the first of these events occurs:
 - access to the insured address has been restored;
 - we have been paying the weekly rental amount for 24 months.

The most **we** will pay in this insured event will be an amount equivalent to **24 months** of the **weekly rental amount**.

What we will cover - short term tenancy or holiday let

If the property at the **insured address** is let as a **short term tenancy** (and this is shown on **your policy schedule**), **we** will pay the loss of rent associated with any documented rental bookings that were in place when the damage or destruction occurred, where the booking was during the period:

- from the latter of:
 - when the damage or destruction to the nearby property occurred;
 - when access to the property at the insured address was prevented,
- until the first of these events occurs:
 - access to the insured address has been restored;
 - 12 months has passed; or
 - the limit for this insured event is reached.

The most we will pay in this insured event will be \$50,000 in any period of insurance.

Death of tenant - long term or permanent tenancy

Insured event

The death of your tenant who is the sole person listed on the rental agreement.

What we will cover - long term or permanent residency

If the property at the **insured address** is let as a **long term tenancy** (and this is shown on **your policy schedule**), **we** will pay the **weekly rental amount** for the period:

- from the date to which rent had been paid up to;
- until the first of these events occurs:
 - the property is re-let;
 - we have been paying the weekly rental amount for 15 weeks.

The most we will pay in this insured event will be an amount equivalent to 15 weeks of the weekly rental amount.

Death of tenant - short term tenancy or holiday let

Insured event

 The death of your tenant or a member of your tenant's family during the period they are occupying the property at the insured address.

What we will cover - short term tenancy or holiday let

If the property at the **insured address** is let as a **short term tenancy** (and this is shown on **your policy schedule**), **we** will pay the loss of rent associated with the period:

- from the date of death.
- until the first of these events occurs:
 - the end of the contracted rental booking;
 - a new booking commences at the property;
 - 12 weeks has passed; or
 - the limit for this insured event is reached.

The most we will pay in this insured event will be \$10,000 in any period of insurance.

Murder or suicide (or attempted murder or suicide)

Insured event

- There is a murder or suicide (or an attempt at either) at the property at the insured address: and
- The property is temporarily untenantable as a result of that murder or suicide (or that attempt at either).

What we will cover - long term or permanent tenancy

If the property at the **insured address** is let as a **long term tenancy** (and this is shown on **your policy schedule**), **we** will pay the **weekly rental amount** for the period:

- from the date of the murder or suicide (or attempt at either);
- until the first of these events occurs:
 - the property becomes tenantable;
 - the property is re-let;
 - we have been paying the weekly rental amount for 24 months.

The most **we** will pay in this insured event will be an amount equivalent to **24 months** of the **weekly rental amount**.

What we will cover - short term tenancy or holiday let

If the property at the **insured address** is let as a **short term tenancy** (and this is shown on **your policy schedule**), **we** will pay the loss of rent associated with any documented rental bookings that were in place on the date of the murder or suicide (or attempt at either), where the booking was during the period:

- from the date of the murder or suicide (or attempt at either);
- until the first of these events occurs:
 - the property becomes tenantable;
 - the property is re-let;
 - 12 months has passed; or
 - the limit for this insured event is reached.

The most we will pay in this insured event will be \$50,000 in any period of insurance.

Partial loss of rent

Insured event

- **Your buildings** and/or **contents** are accidentally destroyed or accidentally damaged in accordance with the section 'What you are covered for' on page 28;
- Your buildings and/or contents remain inhabitable and tenantable, however the damage or destruction means that your tenant does not have full use of all aspects of the buildings and/or contents:
- You have agreed to reduce the rent payable by the tenant during the period until the buildings and/or contents are repaired; and
- We have agreed that the reduction in rent is reasonable given the loss of use due to the damage or destruction.

What we will cover - long term or permanent tenancy

If the property at the **insured address** is let as a **long term tenancy** (and this is shown on **your policy schedule**), **we** will pay the reduced portion of the **weekly rental amount** for the period:

- from when the damage or destruction occurred;
- until the first of these events occurs:
 - the repair or replacement of the buildings and/or contents has been completed;
 - we have been paying the reduced proportion of the weekly rental amount for 10 weeks.

Example:

- The weekly rental amount is \$1,000;
- One bedroom is damaged and unable to be used until repairs are complete;
- That bedroom represents approximately 25% of the overall size of the property;
- You have agreed with the **tenant** to reduce the rent by \$250 until the bedroom can be lived in again, and **we** agree that is reasonable;
- We will pay \$250 per week until the repairs are complete (for up to 10 weeks)

What we will cover - short term tenancy or holiday let

There is no cover under this insured event if the property is let as a **short term tenancy**.

Failure to vacate - short term tenancy or holiday let

Insured event

 Your tenant fails to vacate the property at the insured address at the end of a short term tenancy.

What we will cover - long term or permanent tenancy

There is no cover under this insured event if the property is let as a **long term tenancy**.

If you have selected the optional cover 'Rent default' then you may have cover under the 'Failure to vacate – long term or permanent tenancy' insured event (see page 45).

What we will cover - short term tenancy or holiday let

If the property at the **insured address** is let as a **short term tenancy** (and this is shown on **your policy schedule**), **we** will pay the loss of rent associated with any documented rental bookings impacted by the failure of **your tenant** to vacate:

- from the day after the documented rental booking ceases;
- until the first of these events occurs:
 - the **tenant** vacates the property;
 - 26 weeks has passed; or
 - the limit for this insured event is reached.

The most we will pay in this insured event will be \$25,000 in any period of insurance.

Rent default

The cover in this section applies only if **you** have added the optional cover for 'Rent default' and this is shown on **your policy schedule**.

The insured events that are covered under this optional cover are listed below.

There is no cover provided under this optional cover if the property at the **insured address** is let as a **short term tenancy**. The property at the **insured address** must be let as a **long term tenancy** with a valid **rental agreement** in place.

When **we** pay a claim under this optional cover, there are some additional benefits which **we** will also pay (where relevant). More details of the 'Additional benefits – rent default' are shown on page 46.

In addition to the particulars of the insured events covered, there are conditions which must be met to ensure that a claim under the 'rent default' optional cover can be made. Please see the section 'Conditions – rent default' on page 47 for the specific conditions required. Any failure to meet these conditions may mean that **we** can refuse to pay a claim under this optional cover or reduce the amount of the claim.

Please refer to the section 'Excess payable – rent default' on page 46 for more details on the **excess** payable for claims under this optional cover.

Defaulting tenant

Insured event

- Your tenant either:
 - stops paying the rent that is owed under the rental agreement; or
 - vacates your buildings after giving you or your property manager the required notice in accordance with the rental agreement but leaving unpaid rent; or
 - vacates your buildings at the end of the tenancy period leaving unpaid rent.

What we will cover - long term or permanent tenancy

If the property at the **insured address** is let as a **long term tenancy** (and this is shown on **your policy schedule**), **we** will pay the **weekly rental amount** for the period:

- from the date to which rent had been paid up to:
- until the first of these events occurs:
 - the property is re-let;
 - the tenant's rental agreement expires;
 - the tenant recommences paying rent as per the rental agreement;
 - we have been paying the weekly rental amount for 20 weeks.

The most we will pay in this insured event will be 20 weeks of the weekly rental amount.

What we will cover - short term tenancy or holiday let

There is no cover under this insured event if the property is let on a **short term tenancy**.

Vacating without notice

Insured event

Your tenant vacates your buildings prior to the end of the tenancy period without giving you
or your property manager the required notice in accordance with the rental agreement.

What we will cover - long term or permanent tenancy

If the property at the **insured address** is let as a **long term tenancy** (and this is shown on **your policy schedule**), **we** will pay the **weekly rental amount** for the period:

- from the date to which rent had been paid up to:
- until the first of these events occurs:
 - the property is re-let;
 - the tenant's rental agreement expires;
 - we have been paying the weekly rental amount for 20 weeks.

The most we will pay in this insured event will be 20 weeks of the weekly rental amount.

What we will cover - short term tenancy or holiday let

There is no cover under this insured event if the property is let on a **short term tenancy**.

Eviction of tenant

Insured event

- Your tenant is legally evicted from your buildings via:
 - a termination notice by you or your property manager; or
 - an order from a court, residential tenancies tribunal or other relevant authority.

due to rent being in arrears.

What we will cover - long term or permanent tenancy

If the property at the **insured address** is let as a **long term tenancy** (and this is shown on **your policy schedule**), **we** will pay the **weekly rental amount** for the period:

- from the date to which rent had been paid up to;
- until the first of these events occurs:
 - the property is re-let;
 - the tenant's rental agreement expires;
 - we have been paying the weekly rental amount for 20 weeks.

The most we will pay in this insured event will be 20 weeks of the weekly rental amount.

What we will cover - short term tenancy or holiday let

There is no cover under this insured event if the property is let on a **short term tenancy**.

Failure to vacate - long term or permanent tenancy

Insured event

- Your tenant stops paying the rent that is owed under the rental agreement; and
- Your tenant refuses to vacate your buildings after a lawful order from a court, residential tenancies tribunal or other relevant authority.

What we will cover - long term or permanent tenancy

If the property at the **insured address** is let as a **long term tenancy** (and this is shown on **your policy schedule**), **we** will pay the **weekly rental amount** for the period:

- from the date to which rent had been paid up to:
- until the first of these events occurs:
 - the property is re-let;
 - we have been paying the weekly rental amount for 26 weeks.

The most we will pay in this insured event will be 26 weeks of the weekly rental amount.

What we will cover - short term tenancy or holiday let

There is no cover under this insured event if the property is let on a **short term tenancy**.

If **you** have selected the optional cover 'Loss of rent' then **you** may have cover under the 'Failure to vacate – short term tenancy or holiday let' insured event (see page 42).

Hardship

Insured event

 A court, residential tenancies tribunal or other relevant authority legally terminates the rental agreement of your tenant on the grounds of hardship.

What we will cover – long term or permanent tenancy

If the property at the **insured address** is let as a **long term tenancy** (and this is shown on **your policy schedule**), **we** will pay the **weekly rental amount** for the period:

- from the date to which rent had been paid up to;
- until the first of these events occurs:
 - the property is re-let;
 - we have been paying the weekly rental amount for 6 weeks.

The most we will pay in this insured event will be 6 weeks of the weekly rental amount.

When **we** pay a claim for 'rent default' under the insured event of hardship **we** will not hold **your tenant** responsible for any amount **we** pay **you**.

What we will cover - short term tenancy or holiday let

There is no cover under this insured event if the property is let on a **short term tenancy**.

Additional benefits - rent default

When **we** pay a claim for any of the insured events listed under 'rent default', **we** will also pay the following additional benefits (where relevant):

Legal expenses

Up to \$5,000 in legal expenses per claim that you incur to:

- legally evict your tenants; or
- recover amounts owed to you by your tenants.

We will only pay these legal expenses if we agreed to pay them prior to them being incurred.

Representation costs

Up to \$500 per period of insurance for costs incurred as a result of:

- your property manager representing you at a court, residential tenancies tribunal or other relevant authority in order to obtain a court order against your tenant;
- engaging a bailiff/sheriff to evict your tenant.

This additional benefit is not payable if:

- the expense is already covered under the agreement between you and your property manager;
- the costs are incurred or charged by your property manager on your behalf.

Replacement of locks

Up to \$250 per claim to replace the locks at **your buildings** where **your tenant** fails to return the keys following one of the 'rent default' insured events listed above.

Removal and storage of goods

Up to \$500 per tenancy for costs that are in excess of the **bond money** to remove and store the **tenant's** possessions where they are left at **your buildings** following the **tenant** vacating them.

This additional benefit is only payable if **you** are required to remove and store the possessions under the *Residential Tenancies Act 2010* (NSW) (or other relevant legislation).

Cleaning expenses

Up to \$500 per tenancy for costs involved in cleaning the property if the **tenant** has vacated **your buildings** without cleaning them and as a result the property is **untenantable**.

We will not pay for:

- any cleaning associated with common areas or parts of your buildings that were not occupied by your tenant;
- any maintenance required, such as painting or redecorating.

Re-letting expenses

Up to \$500 during a **period of insurance** for re-letting expenses that are in excess of the **bond money**, provided that:

- the bond money was equivalent to at least 4 weeks rent;
- the bond money has been fully exhausted.

Excess payable - rent default

The excess payable for any claim under the 'rent default' optional cover is the maximum of:

- the **buildings excess** shown on **your policy schedule** (if **buildings** cover has been selected);
- the contents excess shown on your policy schedule (if contents cover has been selected); or
- **\$1,000**

Claims payment basis - rent default

The amount we pay for a claim under the 'rent default' optional cover will be reduced by:

- the balance (if any) of any bond money remaining after deduction of:
 - allowable re-letting expenses; and
 - any other costs or expenses you are legally entitled to deduct from the bond money; and
- any break fee which the tenant has paid under the rental agreement.

Conditions - rent default

The following conditions must be met in order for a claim under the 'rent default' optional cover to be paid, or to ensure that any claim is paid in full.

You or your property manager must:

- ensure a valid written rental agreement is in place from the beginning of the tenancy;
- require bond money of an amount of at least 4 week's rent to be collected;
- actively seek to re-let the property whenever it is tenantable but unoccupied as a result of a 'rent default' insured event;
- follow all reasonable steps as soon as possible to repair any damage at the property at the insured address that may make it uninhabitable or untenantable;
- take all reasonable steps legally available and in accordance with the Residential Tenancies Act 2010 (NSW) (or other relevant legislation) to remedy any rent default insured events, including:
 - issuing all rent arrears and termination notices to your tenant in a timely manner;
 - pursuing a court or tribunal order following the expiry of a breach or termination notice.

Rent default cover will not apply if rent is in arrears as at the commencement of the **period of insurance**. In that situation, for rent default cover to commence **your tenant** must first pay the rent that was in arrears, and then pay the agreed rent as per the **rental agreement** for a period of four consecutive weeks. **You** are responsible for knowing whether rent is in arrears as at the commencement of the **period of insurance**, even if you utilise the services of a **property manager**.

Rent default cover does not cover any loss of rent for any period prior to the commencement of the **period of insurance**.

We will not pay any claim under the 'rent default' optional cover if your tenant leaves your property at the insured address with or without notice, and you have failed to rectify a Notice of Remedy breach issued by your tenant to you.

Special contents

If **you** have **contents** cover and **you** have an item, pair, set, collection, or system that would be subject to the **\$20,000** limit in the section 'Contents with flexible limits' (see page 27), **you** can ask **us** to insure this item, pair, set, collection, or system for a value higher than that limit.

If we agree to increase the limit for any of these 'special contents' items:

- we may ask for an additional premium;
- they will be shown on your policy schedule as 'special contents'; and
- **your policy schedule** will show the value each 'special contents' items is insured for this value is the most **we** will pay for that item, pair, set, collection, or system.

If **you** choose to specify any special contents and **we** agree to provide cover for it, then it will be covered if it is accidentally destroyed, accidentally lost or accidentally damaged. Each special contents item will be covered at the **insured address** only (as defined in the 'Cover at the insured address' section of this policy on page 24).

LEGAL LIABILITY

What you are covered for - legal liability

The following are subject to the terms, conditions, limits and exclusions of the policy.

If **you** have **buildings** cover under this policy, **we** will cover **you** against any claim for compensation or expenses which **you** become legally liable to pay for as the owner or occupier of the **buildings** in respect of:

- the death of, or personal injury to, any person; or
- the damage to property,

resulting from an occurrence during the period of insurance at the insured address.

If **you** have **contents** cover under this policy and **you** own part of the **buildings** that has been subdivided, **we** will cover **you** against any claim for compensation or expenses which **you** become legally liable to pay for as the owner of **your contents** or resulting from the occupancy of **your** part of the **buildings** in respect of:

- the death of, or personal injury to, any person; or
- the damage to property,

resulting from an occurrence during the period of insurance at the insured address.

If **you** have only **contents** cover under this policy, **we** will cover **you** against any claim for compensation or expenses which **you** become legally liable to pay for in respect of:

- the death of, or personal injury to, any person; or
- the damage to property,

resulting from an **occurrence** that happens as a result of any defects in **your contents** during the **period of insurance** at the **insured address**.

If you have a car park at the **insured address** for your tenants or guests of your tenants, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

the damage to property,

resulting from an **occurrence** that happens while the property is in the car park at the **insured address** during the **period of insurance**.

The most we will cover - legal liability

The most we will cover for any liability claim is \$30,000,000 for any one occurrence.

No excess applies when you claim under this legal liability cover only.

What you are not covered for - legal liability

In addition to the 'General exclusions' section (beginning on page 54) these exclusions apply to **your** liability cover and additional benefits below in the 'Additional benefits – legal liability' section beginning on page 51.

We will not cover any liability arising from:

- use of a motor vehicle, motorcycle, mini-bike, aircraft, drone or watercraft, other than ride-on mowers;
- servicing, repairing or maintaining any vehicle;
- use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle;
- any alterations, servicing, repairing or any additions to lifts, escalators or hoists, including anything that is part of a lift, escalator or hoist;
- vibration or interference with the support of land, buildings or other property;
- the erection or demolition of buildings;
- the discharge, release or escape of any pollutants;
- the removal, neutralising or cleaning up of pollutants;
- any agreement or contract you enter into, however we will cover your liability if you would have been liable without the agreement or contract;
- any act of libel or slander;
- directly or indirectly out of or in connection with the actual or alleged use, removal of, presence of
 or exposure to asbestos, any asbestos products or products containing asbestos;
- any alleged or actual act or omission committed, or alleged to have been committed, prior to the commencement of the policy;
- any disease that is transmitted by you, or any member of your family who normally lives with you;
- any business, profession, trade or occupation carried on by you, except managing the buildings and their surrounds.

We will not cover any:

- penalties, fines or awards of aggravated, exemplary or punitive damages made against you;
- personal injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you;
- personal injury to any person you employ and that personal injury arises from their employment with you;
- damage to property that belongs to you, any member of your family who normally lives with you, or any other person who normally lives with you;
- damage to property that belongs to any person you employ and that damage to property arises
 from their employment with you;
- damage to property that is in your control, of the control of any member of your family who
 normally lives with you, or any other person who normally lives with you; or
- alterations, repairs, renovations or additions to your buildings that cost more than \$100,000.

Additional benefits - legal liability

The following are subject to the terms and conditions, limits and exclusions of the policy.

Defence costs

In addition to the limit of **your** legal liability cover, if **we** agree **you** are entitled to liability cover under this policy in respect of an **occurrence**, **we** will also pay legal costs incurred with **our** consent to defend the claim.

Expenses incurred in attending court

In addition to the limit of **your** legal liability cover, **we** will reimburse **you** for reasonable expenses incurred in attending court in relation to a liability claim covered by this policy at **our** request up to \$250 per day but excluding the first day, and up to a total of \$5,000 in any one **period of insurance** for proven income loss. **We** will only reimburse income loss for days on which **you** are not able to conduct any income-earning activity whatsoever.

If you are:

- self-employed or a working director, then 'income' means the gross daily income from such
 personal exertion after allowing for the costs and expenses incurred in deriving that income;
- an employee, then 'income' means the gross daily income from personal exertion, excluding overtime payments, bonuses, commissions or allowances.

In each case the amount of **your** income will be averaged over the 12 months immediately preceding **our** request or such shorter period during which **you** have been so engaged. **You** must provide any documentation, correspondence, records, or other information that **we** request in support of any claim for lost income.

GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to **your** policy:

Term/condition	
Precautions	You must take all reasonable care to prevent or minimise loss, damage, injury, illness or liability, including your compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.
Keeping proof of value of property insured	Please retain evidence of purchase of proof of the value of all property insured by this policy. Evidence includes receipts and professional valuations and manufacturers' instructions and warranties. You should keep any of these or other evidence so that you can prove ownership and the value of any loss if you have to claim.
Fraudulent claim	If you or any party covered by your policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.
Alteration of risk	 You must tell us as soon as possible when: you intend to change or have changed the occupancy of the property at the insured address, for example from tenanted to owner occupied, or from long term tenancy to short term tenancy; you change who is responsible for managing the property at the insured address; you change the amount of rent you collect on a rental agreement; the buildings at the insured address are going to be unoccupied for more than 100 days; any detail on your policy schedule is no longer accurate, such as the insured address; you intend to demolish your buildings, have lodged an application to do this, or a government authority has issued a demolition order; trespassers (squatters) occupy the property at the insured address; you commence building or renovations at the insured address if the value of the work exceeds \$100,000; anything else happens that increases the chance that loss, damage or injury will occur, or liability will be incurred at the insured address.

Term/condition	
Cancellation	You may cancel your policy at any time. We will refund to you a proportion of the premium for the unexpired period of insurance (less any non-refundable government charges, taxes and levies that we have paid and are not recoverable), provided that the cancellation does not fall during the period of time referred to in the 'Cooling-off period' section. Any agency fee that has been added to the premium will only be refunded if the policy is cancelled within the cooling-off period or where the cancellation is effective from the start of the period of insurance. We may cancel this policy by notice in writing for any reason available to us at law. We will refund to you a proportion of the premium for the unexpired period of insurance (less any non-refundable government charges, taxes and levies that we have paid and are not recoverable).
Other insurance and contribution	When you claim on your policy you must also supply us with written details of all other policies that may also pay or partially pay that claim.
Notifications	All notices and communications must be made or confirmed in writing by you or your intermediary. Other forms of communication will not be acted upon by us until confirmed in writing by you or your intermediary.
Jurisdiction	Any disputes arising from this policy will be determined by the Courts, and in accordance with the laws, of the State or Territory where this policy is issued.

GENERAL EXCLUSIONS

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

- action of the sea, tidal wave or high tide;
- storm surge, except when the loss or damage occurs at the same time as storm damage;
- a bushfire, grassfire, storm, flood or tsunami in the first 72 hours of cover, unless this policy began on the same day:
 - you purchased the property at the insured address; or
 - that another policy covering your buildings or contents expired (but not when you cancelled the policy prior to its expiry date). Cover will only be provided up to the sums insured covered under the expired policy (any increase in sums insured will not be covered for these events for the first 72 hours specified);
- erosion, subsidence, settling, seepage, shrinkage or expansion of earth, vibration or earth
 movement, other than landslide or subsidence if the loss or damage occurs within 72 hours of,
 and as a direct result of, one of the following:
 - storm including rainwater, hail, snow or wind;
 - flood:
 - earthquake or tsunami;
 - explosion;
 - escape of liquid from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or drain;
- theft or attempted theft by you;
- malicious or intentional acts by you;
- anything that you or anyone acting for you deliberately caused;
- any illegal activity you or your family are involved in;
- any order or any Government, Public or Local Authority involving the confiscation, nationalisation, requisition, damage or destruction of any property unless such destruction was undertaken to reduce the spread of fire;
- a defect, structural fault or design fault that you knew about (or should reasonably have known about) and did not fix before the loss or damage occurred (e.g. if there are signs that a defect previously caused damage, we will not pay a later claim for further damage from this defect);
- water entering the buildings at the insured address through an opening made for any renovations, extensions, alterations or repair work;
- cracking, collapse, or subsidence caused fully or partially by renovations, extensions or alterations to the **buildings** at the **insured address**;
- theft or damage by someone who enters or leaves through an unlockable or unsecured part of the buildings at the insured address while they are being renovated, extended or altered;
- electrical, mechanical or electronic breakdown other than the cover provided under the additional cover 'Motor burnout' (see page 33);

- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy, other than loss or damage to any frozen food, or loss or damage to any computer equipment or computer software.
- radioactivity or any radioactive substances;
- nuclear fission or nuclear fusion:
- war, hostilities whether war is declared or not, acts of foreign enemies, rebellion, revolution, civil
 war, invasion, insurrection of the use of military or usurped power;
- any act of terrorism that is directly or indirectly caused by, contributed to by, or in any way
 involves or is connected with biological, chemical, radioactive, or nuclear pollution or
 contamination or explosion;
- damage to a heating element, however we will pay for any resultant damage following damage to a heating element;
- roots of trees, shrubs and plants, however we will cover any resultant damage to the buildings
 caused by the roots (but not the damage caused directly by the roots);
- wear, tear, gradual deterioration, fading, scratching, denting (other than by hail);
- any process of cleaning involving the use of chemicals other than domestic household chemicals;
- rust, corrosion, oxidisation, mould or mildew;
- atmospheric or climatic conditions, other than storms;
- contamination or pollution of any kind, unless it is caused by a sudden and unexpected accident or covered under the additional cover 'Chemical contamination cover' (see page 34);
- any additional, indirect or consequential costs that are incurred unless covered under the 'Additional benefits' or 'Additional covers' sections of this policy;
- compensation for non-financial loss, distress, inconvenience, except if covered under the section 'What you are covered for legal liability';
- any event that does not occur within the period of insurance.

DEFINITIONS

Term	Definition
Act of terrorism	An act of terrorism is any act, or preparation in respect of action, or threat of action designed to influence the government of the day or de facto government of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) of the day or de facto government, and which: involves violence against one or more persons; or involves damage to property; or endangers life other than that of the person committing the action; or creates a risk to health or safety of the public or a section of the public; or is designed to interfere with or disrupt an electronic system.
Bed & breakfast	Bed & breakfast means a dwelling occupied by permanent residents where short term accommodation (including the option for meals) is provided to paying guests.
Boarding house	Boarding house means a dwelling that provides a principal place of residence for five or more paying residents (excluding the proprietors or owners) where the furniture and beds are provided by the proprietors/owners.
Bodily injury	Bodily injury means physical bodily harm including resultant sickness or disease that requires care or loss of services and/or resultant death.
Bond money	Bond money means the money paid by your tenant at the beginning of the tenancy (equivalent to at least four weeks' rent) and held as security against damage to the property, outstanding rent or other costs.
Break fee	Break fee means the penalty documented in the rental agreement that is payable by a tenant if they break the rental agreement by leaving before the end of the rental period.
Buildings	Buildings means the items defined in the section 'What are buildings' on page 25.
BZI	Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFS Licence Number 504130 acting as an agent of the insurer under a binder agreement.
Contents	Contents means the items defined in the section 'What are contents' on page 26.

Term	Definition
Damage to property	Damage to property means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits and similar instruments, but does not include the value represented by such instruments.
Deliberate or intentional damage	 Deliberate or intentional damage means an act done without the owner's permission and with the full knowledge that the action will alter the current state of the property, and without any malice, vindictiveness or spite. This does not include: tenant neglect, carelessness, poor housekeeping, or unhygienic living habits; damage occurring during maintenance operations carried out by your tenant or anyone acting on their behalf; damage as a result of repairs, or attempted repairs, carried out by your tenants or anyone acting on their behalf; damage caused by failure of your tenants or their visitors to control their children; damage caused by pets belonging to your tenants, their visitors or children of your tenants or their visitors; theft, or damage caused by theft; accidental damage or accidental loss; malicious damage or vandalism; or scratching, denting, chipping, rubbing or scuffing of any surface.
Excess	Excess means the first amount of each claim that you or the person making the claim must pay. The amount of the relevant excess is shown in your policy schedule or in this PDS.
Family	 Family means a person's: spouse, partner or de facto; parents, parents-in law, and grandparents; children, grandchildren, brothers and sisters, including their respective spouse, partner or de facto; or the children, parents, parents-in law, grandparents, grandchildren, brothers and sisters of your spouse, partner or de facto.

Term	Definition
Flood	Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: a lake (whether or not it has been altered or modified); a river (whether or not it has been altered or modified); a creek (whether or not it has been altered or modified); another natural watercourse (whether or not it has been altered or modified); a reservoir; a canal; a dam.
Guest house	Guest house means a boarding house.
Holiday let	Holiday let means a short term tenancy.
Homestay	Homestay means a bed & breakfast.
Insured address	Insured address means the place where the buildings and/or contents are located, as shown on your policy schedule .
Insurer	Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.
Long term tenancy	 Long term tenancy means a rental period that: is 3 months or greater in duration; and for which there is a rental agreement in place.
Malicious damage or vandalism	 Malicious damage means a wrongful act by a person motivated by malice, vindictiveness or spite with the intention of damaging the property. This does not include: tenant neglect, carelessness, poor housekeeping or unhygienic living habits; damage occurring during maintenance operations carried out by your tenants or anyone acting on their behalf; damage as a result of repairs, or attempted repairs, carried out by your tenants or anyone acting on their behalf; damage caused by failure of your tenants or their visitors to control their children; damage caused by pets belonging to your tenants, their visitors or children of your tenants or their visitors; theft, or damage caused by theft; deliberate or intentional damage; accidental damage or accidental loss; or scratching, denting, chipping, rubbing or scuffing of any surface.

Term	Definition
Occurrence	An occurrence is: a single incident that is not intended or expected; or a series of incidents or continuous or repeated exposure to substantially the same general conditions which: are not intended or expected; and have the same cause; or are attributable to the same source. We regard all death, personal injury or damage to property arising from one original source or cause as one occurrence.
Period of insurance	Period of insurance means the dates over which your insurance cover is valid, ending on the expiry date as shown in your policy schedule unless the policy is terminated earlier in accordance with the policy terms and conditions.
Periodic tenancy agreement	Periodic tenancy agreement means the situation when your tenant continues to occupy the buildings at the insured address, after a fixed term rental agreement has expired, and the rental agreement does not provide for its continuation, and: a notice to leave, or a notice of intention to leave, or an abandonment termination notice, has not been given by your tenant to you or your property manager, or by you or your property manager to your tenant. Your tenant is then deemed to be under a periodic tenancy agreement on the same terms which applied immediately before the rental agreement ended. This does not include any term about the rental agreement's term.
Permanent tenancy	Permanent tenancy means a long term tenancy.
Personal injury	Personal injury means bodily injury, shock, mental anguish or mental injury, libel, slander or defamation of character, including death. Personal injury does not include the publication or utterance of a libel or slander: made prior to the commencement of the period of insurance; or made by or at the direction of you with knowledge of its falsity; or relating to advertising, broadcasting or telecasting activities by or on behalf of you.
Policy schedule	Policy schedule means the relevant policy schedule issued by us. This is a separate document unique to you, which shows the insurance details personal to you. It includes any changes, conditions and exclusions made to suit your individual circumstances and may amend the policy document.

Term	Definition
Property manager	Property manager means the licensed real estate agent or property manager that manages the property at the insured address for you .
Premium	Premium means the amount(s) shown in your policy schedule that you have to pay for the cover we provide which is inclusive of stamp duty, GST, fire services levy (where applicable) and any additional government charges.
Rental agreement	Rental agreement means the agreement between you or your property manager and your tenant, which is in writing and states: the term of the rental period; and the amount of rent payable to you; and the amount of the bond money that your tenant is required to pay.
Short term tenancy	Short term tenancy means a rental period that is of up to 3 months in duration.
Storm	 Storm means: a thunderstorm (including lightning); rain, snow or hail; a cyclone, tornado, or other violent wind; or run-off of storm water following a localised storm in your area.
Storm surge	Storm surge means an increase in the sea level resulting from strong onshore winds and/or reduced atmospheric pressure associated with a low-pressure system or tropical cyclone.
Tenant	Where the tenancy is a long term tenancy, tenant means the person(s) named in the rental agreement or periodic tenancy agreement and including that person's: partner, children and pets; and any other person(s) permanently living at the insured address. Where the tenancy is a short term tenancy, tenant means the person(s) living at the insured address under a rental arrangement and including that person's: partner, children and pets; and any other person(s) permanently living at the insured address.
Uninhabitable	Uninhabitable means the property is: not safe to live in; or not fit to live in as a result of not being connected to one or more of the following (if the property is normally connected to at least one of the following): electricity; gas; or water.

Term	Definition
Untenantable	Untenantable means the property could not reasonably be re-let due to its condition after the loss or damage, and would not be in a position to be re-let until the damage or destruction has been repaired. This does not include any maintenance or renovation activity at the insured address.
We, us, our	Blue Zebra Insurance Pty Ltd (BZI) ABN 12 622 465 838, AFS Licence Number 504130 acting as an agent of the insurer under a binder agreement.
Weekly rental amount	Weekly rental amount means the lesser of: the weekly rent paid by your tenant as per the rental agreement; and the weekly rent disclosed to us and shown on your policy schedule.
You/your	In this policy you/your means all the people named as the insured on your policy schedule .

FINANCIAL SERVICES GUIDE (FSG)

This Financial Services Guide (FSG) is an important document designed to help **you** decide whether to use the financial services offered.

It contains information about how Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFSL 504130 (**BZI**) administers the policy and arranges the policy.

What financial services are provided?

BZI holds an Australian Financial Services Licence (AFSL) that allows **BZI** to provide **you** with general financial product advice about this Landlord Insurance – Accidental Damage product and to arrange this product. **BZI** is responsible for the provision of these services under its own AFSL.

BZI acts under a binder authority from Youi Pty Ltd (the **insurer**), who is the issuer of this product. This means that **BZI** can bind the **insurer** with this policy and can handle or settle claims on behalf of the **insurer**. **BZI** acts for the **insurer** when providing these services and not on **your** behalf. **You** can find full details of **BZI** and the **insurer** on page 4 of the PDS.

Any advice given to **you** by **BZI** about Landlord insurance will be of a general nature only and will not take into account **your** personal objectives, financial situation or needs. **You** need to determine whether this product meets **your** needs.

How are we paid?

BZI may add an agency fee to the **premium** that is charged. Any agency fee will be noted on **your policy schedule**.

BZI may also receive a share of the profit earned by the **insurer** if the **insurer** makes an underwriting profit in accordance with the underwriting targets it has set. This amount is calculated and paid retrospectively only when the **insurer** exceeds its underwriting targets in a given year.

BZI employees are paid an annual salary and may be paid a bonus based on business performance.

Further information

For more information about remuneration or other benefits received for the financial services provided, please ask **your** intermediary or contact **us** using the details noted in this document within a reasonable time of receiving this FSG and before **you** choose to buy this product.

Complaints

If **you** have a complaint about the financial services provided by **BZI** in relation to this product please refer to the PDS for details of the complaint resolution process.

What professional indemnity insurance arrangements do we have in place?

BZI holds professional indemnity insurance covering errors and mistakes relating to the provision of financial services provided by **BZI** and **our** employees (even after they cease to be employed). **BZI**'s policy meets the requirements of the Corporations Act.

Who is responsible for this document?

The **insurer** is responsible for the PDS. **BZI** has authorised the distribution of this FSG.

This Combined FSG and PDS was prepared on 30 January 2020.

CONTACT DETAILS

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FOR CLAIMS

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+61 2 9301 8018 (from overseas)

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