



**BLUE  
ZEBRA**  
INSURANCE

**LANDLORD  
INSURANCE**

**ACCIDENTAL DAMAGE**

**Combined Financial Services Guide  
and Product Disclosure Statement**

Effective Date 1 July 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 27 May 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** may also be able to add 'optional covers' to **your** policy (if **we** have provided **you** the option to do so) 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** and optional covers that **we** may provide 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 sub-limits 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 that **we** have offered to **you** (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](http://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 **we** have offered that optional cover and **you** have selected it – see page 36); or
- rent default (if **we** have offered that optional cover and **you** have selected it – 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 **we** have offered that optional cover and **you** have selected it).

## 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**: \$1,000
- Optional 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 <b>your buildings</b>	\$350,000	The <b>buildings</b> 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 <b>buildings</b> sum insured.
Rebuilding fees	\$30,000	Paid in addition to the <b>buildings</b> sum insured.
Loss of rent	\$18,000	18 weeks @ \$1,000 per week.
Replacement cost for <b>contents</b>	\$10,000	Based on the assessment of the value of the <b>contents</b> damaged or destroyed.
Less <b>excess</b> payable	-\$1,000	Only one <b>excess</b> is payable, the higher of the <b>buildings</b> and <b>contents excesses</b> .
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: \$15,000
- **Contents 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 <b>bond money</b> : \$2,400 - \$250 = \$2,150
Theft by <b>tenant</b>	\$4,000	
Less <b>excess</b> payable	-\$1,000	The <b>excess</b> is the higher of the <b>contents excess</b> 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 <b>excess</b> payable	-\$0	No <b>excess</b> 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](http://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](http://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 not 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](mailto: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](http://www.afca.org.au)

Email: [info@afca.org.au](mailto: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](http://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, as well as optional covers that **we** may provide **you** the ability to add to **your** 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, or damage, including: <b>Page 28</b> <ul style="list-style-type: none"> <li>▪ <b>deliberate or intentional damage</b></li> <li>▪ <b>malicious damage or vandalism</b></li> </ul>	<input checked="" type="checkbox"/> Up to <b>buildings</b> sum insured (SI) if selected	<input checked="" type="checkbox"/> Up to <b>contents</b> sum insured (SI) if selected
Additional benefits	Buildings	Contents
Sum insured safety net <b>Page 30</b>	<input checked="" type="checkbox"/> Up to 30% of <b>buildings</b> SI	<input checked="" type="checkbox"/>
Removal of debris <b>Page 30</b>	<input checked="" type="checkbox"/> Reasonable costs	<input checked="" type="checkbox"/> Reasonable costs
<b>Excess</b> waiver for total loss <b>Page 30</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Rebuilding fees <b>Page 31</b>	<input checked="" type="checkbox"/> Reasonable costs	<input checked="" type="checkbox"/>
Meeting building regulations <b>Page 31</b>	<input checked="" type="checkbox"/> Up to 20% of <b>buildings</b> SI	<input checked="" type="checkbox"/>
Plants, trees & shrubs <b>Page 31</b>	<input checked="" type="checkbox"/> Up to \$1,000 per plant, \$2,000 in total (excluding <b>storm/flood</b> )	<input checked="" type="checkbox"/>
Prevention of further loss or damage <b>Page 31</b>	<input checked="" type="checkbox"/> Reasonable and necessary costs	<input checked="" type="checkbox"/> Reasonable and necessary costs
Mortgagee discharge costs <b>Page 31</b>	<input checked="" type="checkbox"/> Reasonable costs	<input checked="" type="checkbox"/>
Locating the source of escaped liquid <b>Page 32</b>	<input checked="" type="checkbox"/> Reasonable costs	<input checked="" type="checkbox"/> Reasonable costs
Building materials <b>Page 32</b>	<input checked="" type="checkbox"/> Up to \$2,000	<input checked="" type="checkbox"/>
Environmental improvements <b>Page 32</b>	<input checked="" type="checkbox"/> Up to \$5,000	<input checked="" type="checkbox"/> 3 star+ appliances
Additional covers	Buildings	Contents
Motor burnout <b>Page 33</b>	<input checked="" type="checkbox"/> Less than 15 years old	<input checked="" type="checkbox"/> Less than 15 years old
Default contents cover <b>Page 33</b>	<input checked="" type="checkbox"/> \$12,500 <b>contents</b> (if only <b>buildings</b> cover is taken out)	<input checked="" type="checkbox"/>
Chemical contamination <b>Page 34</b>	<input checked="" type="checkbox"/> Up to \$50,000	<input checked="" type="checkbox"/> Up to \$50,000
<b>Malicious damage or vandalism</b> to body corporate building <b>Page 35</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Up to \$25,000
Keys and locks <b>Page 35</b>	<input checked="" type="checkbox"/> Up to \$1,000	<input checked="" type="checkbox"/> Up to \$1,000
Fire brigade attendance fees <b>Page 35</b>	<input checked="" type="checkbox"/> Up to \$2,000	<input checked="" type="checkbox"/> Up to \$2,000
Tax audit <b>Page 35</b>	<input checked="" type="checkbox"/> Up to \$5,000	<input checked="" type="checkbox"/> Up to \$5,000

Optional covers		Buildings and/or Contents	
<b>Theft by tenant:</b>	Page 36	<b>Optional</b>	Up to <b>buildings</b> or <b>contents</b> SI
<ul style="list-style-type: none"> <li>Additional benefit: <ul style="list-style-type: none"> <li>(a) Legal expenses</li> </ul> </li> </ul>			Up to \$5,000
<b>Loss of rent:</b>	Page 37	<b>Optional</b>	
<ul style="list-style-type: none"> <li>Property <b>uninhabitable</b> or <b>untenantable</b></li> </ul>			Up to 24 months ( <b>long term tenancy</b> ) Up to 12 months/\$50,000 ( <b>short term tenancy</b> )
<ul style="list-style-type: none"> <li>Prevention of access</li> </ul>			Up to 24 months ( <b>long term tenancy</b> ) Up to 12 months/\$50,000 ( <b>short term tenancy</b> )
<ul style="list-style-type: none"> <li>Death of <b>tenant (long term tenancy)</b></li> </ul>			Up to 15 weeks ( <b>long term tenancy</b> )
<ul style="list-style-type: none"> <li>Death of <b>tenant (short term tenancy)</b></li> </ul>			Up to 12 weeks/\$10,000 ( <b>short term tenancy</b> )
<ul style="list-style-type: none"> <li>Murder or suicide (or attempt at either)</li> </ul>			Up to 24 months ( <b>long term tenancy</b> ) Up to 12 months/\$50,000 ( <b>short term tenancy</b> )
<ul style="list-style-type: none"> <li>Partial loss of rent</li> </ul>			Up to 10 weeks ( <b>long term tenancy</b> )
<ul style="list-style-type: none"> <li>Failure to vacate - <b>short term tenancy</b></li> </ul>			Up to 10 weeks/\$10,000 ( <b>short term tenancy</b> )
<b>Rent default:</b>	Page 43	<b>Optional</b>	
<ul style="list-style-type: none"> <li>Defaulting <b>tenant</b></li> </ul>			Up to 10 weeks ( <b>long term tenancy</b> ), maximum \$10,000
<ul style="list-style-type: none"> <li>Vacating without notice</li> </ul>			Up to 10 weeks ( <b>long term tenancy</b> ), maximum \$10,000
<ul style="list-style-type: none"> <li>Eviction of <b>tenant</b></li> </ul>			Up to 10 weeks ( <b>long term tenancy</b> ), maximum \$10,000
<ul style="list-style-type: none"> <li>Failure to vacate - <b>long term tenancy</b></li> </ul>			Up to 10 weeks ( <b>long term tenancy</b> ), maximum \$10,000
<ul style="list-style-type: none"> <li>Hardship</li> </ul>			Up to 6 weeks ( <b>long term tenancy</b> ), maximum \$6,000
<ul style="list-style-type: none"> <li>Additional benefits: <ul style="list-style-type: none"> <li>(a) Legal expenses</li> <li>(b) Representation costs</li> <li>(c) Replacements of locks</li> <li>(d) Removal/storage of goods</li> <li>(e) Cleaning expenses</li> <li>(f) Re-letting expenses</li> </ul> </li> </ul>			Up to \$5,000 Up to \$500 Up to \$250 Up to \$500 Up to \$500 Up to \$500
Optional covers		Buildings	Contents
<b>Special contents</b>	Page 48	<input checked="" type="checkbox"/>	<b>Optional</b> Up to specified value
Legal Liability		Buildings	Contents
<b>Cover for legal liability</b>	Page 49	<input checked="" type="checkbox"/> Up to \$30 million	<input checked="" type="checkbox"/> Up to \$30 million
<ul style="list-style-type: none"> <li>Additional benefits: <ul style="list-style-type: none"> <li>(a) Defence costs</li> <li>(b) Expenses incurred in attending court</li> </ul> </li> </ul>	Page 51 Page 51	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Up to \$250 per day, \$5,000 in total	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Up to \$250 per day, \$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. These items are subject to the limits shown below in the 'Contents with 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);
- unfix 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
<ul style="list-style-type: none"><li>▪ Pedal cycles</li><li>▪ Surfboards</li><li>▪ Sailboards</li><li>▪ Surf skis</li><li>▪ Ocean skis</li><li>▪ Kayaks</li><li>▪ Canoes</li><li>▪ Stand up paddleboards</li></ul>	<b>\$2,000</b> 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 **we** have provided **you** the ability to select the optional cover for 'Theft by tenant' (see page 36) and **you** have selected it, 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 all 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

**We** may provide **you** the ability to add one or more of the following optional covers to **your** policy. If **we** do provide the option and **you** ask **us** 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 **we** have provided the option for **you** to select cover for 'Theft by tenant' and **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 **we** have provided the option for **you** to select cover for 'Loss of rent' and **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 untenable

Insured event
<ul style="list-style-type: none"><li>▪ <b>Your buildings</b> and/or <b>contents</b> are accidentally destroyed or accidentally damaged in accordance with the section 'What you are covered for' on page 28; and</li><li>▪ <b>Your</b> property at the <b>insured address</b> is <b>uninhabitable</b> or <b>untenable</b> as a result of that damage or destruction.</li></ul>
What we will cover – long term or permanent tenancy
<p>If the property at the <b>insured address</b> is let as a <b>long term tenancy</b> (and this is shown on <b>your policy schedule</b>), <b>we</b> will pay the <b>weekly rental amount</b> for the period:</p> <ul style="list-style-type: none"><li>▪ from the latter of:<ul style="list-style-type: none"><li>– when the damage or destruction occurred;</li><li>– when the property became <b>uninhabitable</b> or <b>untenable</b>,</li></ul></li><li>▪ until the first of these events occurs:<ul style="list-style-type: none"><li>– the repair or replacement of the <b>buildings</b> and/or <b>contents</b> has been completed;</li><li>– the property becomes tenable;</li><li>– the property is re-let;</li><li>– <b>we</b> have been paying the <b>weekly rental amount</b> for <b>24 months</b>.</li></ul></li></ul> <p>When the property becomes tenable following the completion of the repairs or replacement, <b>we</b> will also pay the <b>weekly rental amount</b> for up to <b>2 additional weeks</b> while the property is being re-let. <b>You</b> or <b>your property manager</b> must be actively attempting to re-let the property during this period. Cover will cease once it has been re-let.</p> <p>The most <b>we</b> will pay in this insured event will be an amount equivalent to <b>24 months</b> of the <b>weekly rental amount</b>.</p>
What we will cover – short term tenancy or holiday let
<p>If the property at the <b>insured address</b> is let as a <b>short term tenancy</b> (and this is shown on <b>your policy schedule</b>), <b>we</b> 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:</p> <ul style="list-style-type: none"><li>▪ from the latter of:<ul style="list-style-type: none"><li>– when the damage or destruction occurred;</li><li>– when the property became <b>uninhabitable</b> or <b>untenable</b>,</li></ul></li><li>▪ until the first of these events occurs:<ul style="list-style-type: none"><li>– the repair or replacement of the <b>buildings</b> and/or <b>contents</b> has been completed;</li><li>– the property becomes tenable;</li><li>– a new short term booking at the property begins;</li><li>– <b>12 months</b> has passed; or</li><li>– the limit for this insured event is reached.</li></ul></li></ul> <p>The most <b>we</b> will pay in this insured event will be <b>\$50,000</b> in any <b>period of insurance</b>.</p>

## 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

<b>Insured event</b>
<ul style="list-style-type: none"><li>▪ The death of <b>your tenant</b> who is the sole person listed on the <b>rental agreement</b>.</li></ul>
<b>What we will cover – long term or permanent residency</b>
<p>If the property at the <b>insured address</b> is let as a <b>long term tenancy</b> (and this is shown on <b>your policy schedule</b>), we will pay the <b>weekly rental amount</b> for the period:</p> <ul style="list-style-type: none"><li>▪ from the date to which rent had been paid up to;</li><li>▪ until the first of these events occurs:<ul style="list-style-type: none"><li>– the property is re-let;</li><li>– we have been paying the <b>weekly rental amount</b> for <b>15 weeks</b>.</li></ul></li></ul> <p>The most we will pay in this insured event will be an amount equivalent to <b>15 weeks</b> of the <b>weekly rental amount</b>.</p>

## Death of tenant – short term tenancy or holiday let

<b>Insured event</b>
<ul style="list-style-type: none"><li>▪ The death of <b>your tenant</b> or a member of <b>your tenant's family</b> during the period they are occupying the property at the <b>insured address</b>.</li></ul>
<b>What we will cover – short term tenancy or holiday let</b>
<p>If the property at the <b>insured address</b> is let as a <b>short term tenancy</b> (and this is shown on <b>your policy schedule</b>), we will pay the loss of rent associated with the period:</p> <ul style="list-style-type: none"><li>▪ from the date of death,</li><li>▪ until the first of these events occurs:<ul style="list-style-type: none"><li>– the end of the contracted rental booking;</li><li>– a new booking commences at the property;</li><li>– <b>12 weeks</b> has passed; or</li><li>– the limit for this insured event is reached.</li></ul></li></ul> <p>The most we will pay in this insured event will be <b>\$10,000</b> in any <b>period of insurance</b>.</p>

## 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 **untenable** 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 tenable;
  - 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 tenable;
  - 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 uninhabitable and untenable, 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 **we** have provided the ability for **you** to select the optional cover for 'Rent default' and **you** have added it to **your** policy, 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;
  - **10 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**.

## Rent default

The cover in this section applies only if **we** have provided the option for **you** to select cover for 'Rent default' and **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
<ul style="list-style-type: none"><li>▪ <b>Your tenant</b> either:<ul style="list-style-type: none"><li>– stops paying the rent that is owed under the <b>rental agreement</b>; or</li><li>– vacates <b>your buildings</b> after giving <b>you</b> or <b>your property manager</b> the required notice in accordance with the <b>rental agreement</b> but leaving unpaid rent; or</li><li>– vacates <b>your buildings</b> at the end of the tenancy period leaving unpaid rent.</li></ul></li></ul>
What we will cover – long term or permanent tenancy
<p>If the property at the <b>insured address</b> is let as a <b>long term tenancy</b> (and this is shown on <b>your policy schedule</b>), <b>we</b> will pay the <b>weekly rental amount</b> for the period:</p> <ul style="list-style-type: none"><li>▪ from the date to which rent had been paid up to;</li><li>▪ until the first of these events occurs:<ul style="list-style-type: none"><li>– the property is re-let;</li><li>– the <b>tenant's rental agreement</b> expires;</li><li>– the <b>tenant</b> recommences paying rent as per the <b>rental agreement</b>;</li><li>– <b>we</b> have been paying the <b>weekly rental amount</b> for <b>10 weeks</b>.</li></ul></li></ul> <p>The most <b>we</b> will pay per claim under this insured event is the lesser of:</p> <ul style="list-style-type: none"><li>▪ <b>10 weeks</b> of the <b>weekly rental amount</b>; and</li><li>▪ <b>\$10,000</b>.</li></ul>
What we will cover – short term tenancy or holiday let
<p>There is no cover under this insured event if the property is let on a <b>short term tenancy</b>.</p>

## Vacating without notice

Insured event
<ul style="list-style-type: none"><li>▪ <b>Your tenant</b> vacates <b>your buildings</b> prior to the end of the tenancy period without giving <b>you</b> or <b>your property manager</b> the required notice in accordance with the <b>rental agreement</b>.</li></ul>
What we will cover – long term or permanent tenancy
<p>If the property at the <b>insured address</b> is let as a <b>long term tenancy</b> (and this is shown on <b>your policy schedule</b>), we will pay the <b>weekly rental amount</b> for the period:</p> <ul style="list-style-type: none"><li>▪ from the date to which rent had been paid up to;</li><li>▪ until the first of these events occurs:<ul style="list-style-type: none"><li>– the property is re-let;</li><li>– the <b>tenant's rental agreement</b> expires;</li><li>– we have been paying the <b>weekly rental amount</b> for <b>10 weeks</b>.</li></ul></li></ul> <p>The most <b>we</b> will pay per claim under this insured event is the lesser of:</p> <ul style="list-style-type: none"><li>▪ <b>10 weeks</b> of the <b>weekly rental amount</b>; and</li><li>▪ <b>\$10,000</b>.</li></ul>
What we will cover – short term tenancy or holiday let
<p>There is no cover under this insured event if the property is let on a <b>short term tenancy</b>.</p>

## Eviction of tenant

Insured event
<ul style="list-style-type: none"><li>▪ <b>Your tenant</b> is legally evicted from <b>your buildings</b> via:<ul style="list-style-type: none"><li>– a termination notice by <b>you</b> or <b>your property manager</b>; or</li><li>– an order from a court, residential tenancies tribunal or other relevant authority, due to rent being in arrears.</li></ul></li></ul>
What we will cover – long term or permanent tenancy
<p>If the property at the <b>insured address</b> is let as a <b>long term tenancy</b> (and this is shown on <b>your policy schedule</b>), we will pay the <b>weekly rental amount</b> for the period:</p> <ul style="list-style-type: none"><li>▪ from the date to which rent had been paid up to;</li><li>▪ until the first of these events occurs:<ul style="list-style-type: none"><li>– the property is re-let;</li><li>– the <b>tenant's rental agreement</b> expires;</li><li>– we have been paying the <b>weekly rental amount</b> for <b>10 weeks</b>.</li></ul></li></ul> <p>The most <b>we</b> will pay per claim under this insured event is the lesser of:</p> <ul style="list-style-type: none"><li>▪ <b>10 weeks</b> of the <b>weekly rental amount</b>; and</li><li>▪ <b>\$10,000</b>.</li></ul>
What we will cover – short term tenancy or holiday let
<p>There is no cover under this insured event if the property is let on a <b>short term tenancy</b>.</p>

## Failure to vacate – long term or permanent tenancy

Insured event
<ul style="list-style-type: none"><li>▪ <b>Your tenant</b> stops paying the rent that is owed under the <b>rental agreement</b>; and</li><li>▪ <b>Your tenant</b> refuses to vacate <b>your buildings</b> after a lawful order from a court, residential tenancies tribunal or other relevant authority.</li></ul>
What we will cover – long term or permanent tenancy
If the property at the <b>insured address</b> is let as a <b>long term tenancy</b> (and this is shown on <b>your policy schedule</b> ), we will pay the <b>weekly rental amount</b> for the period: <ul style="list-style-type: none"><li>▪ from the date to which rent had been paid up to;</li><li>▪ until the first of these events occurs:<ul style="list-style-type: none"><li>– the property is re-let;</li><li>– we have been paying the <b>weekly rental amount</b> for <b>10 weeks</b>.</li></ul></li></ul> The most we will pay per claim under this insured event is the lesser of: <ul style="list-style-type: none"><li>▪ <b>10 weeks</b> of the <b>weekly rental amount</b>; and</li><li>▪ <b>\$10,000</b>.</li></ul>
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 <b>short term tenancy</b> . If we have provided the ability for <b>you</b> to select the optional cover for 'Loss of rent' and <b>you</b> have added it to <b>your</b> policy, then <b>you</b> may have cover under the 'Failure to vacate – short term tenancy or holiday let' insured event (see page 42).

## Hardship

Insured event
<ul style="list-style-type: none"><li>▪ A court, residential tenancies tribunal or other relevant authority legally terminates the <b>rental agreement</b> of <b>your tenant</b> on the grounds of hardship.</li></ul>
What we will cover – long term or permanent tenancy
If the property at the <b>insured address</b> is let as a <b>long term tenancy</b> (and this is shown on <b>your policy schedule</b> ), we will pay the <b>weekly rental amount</b> for the period: <ul style="list-style-type: none"><li>▪ from the date to which rent had been paid up to;</li><li>▪ until the first of these events occurs:<ul style="list-style-type: none"><li>– the property is re-let;</li><li>– we have been paying the <b>weekly rental amount</b> for <b>6 weeks</b>.</li></ul></li></ul> The most we will pay per claim under this insured event is the lesser of: <ul style="list-style-type: none"><li>▪ <b>6 weeks</b> of the <b>weekly rental amount</b>; and</li><li>▪ <b>\$6,000</b>.</li></ul> When we pay a claim for 'rent default' under the insured event of hardship we will not hold <b>your tenant</b> responsible for any amount we pay <b>you</b> .
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 <b>short term tenancy</b> .

## 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 **untenable**;
- 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:
  - accessing any government benefits, subsidies or support packages available to **you** that may assist with negotiating temporary reductions in rent or temporary suspension of rent payments to assist **your tenant** remedying any rent default situations;
  - 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' item 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, or 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	<b>You</b> must take all reasonable care to prevent or minimise loss, damage, injury, illness or liability, including <b>your</b> 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. <b>You</b> should keep any of these or other evidence so that <b>you</b> can prove ownership and the value of any loss if <b>you</b> have to claim.
Fraudulent claim	If <b>you</b> or any party covered by <b>your</b> 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	<p><b>You</b> must tell <b>us</b> as soon as possible when:</p> <ul style="list-style-type: none"> <li>▪ <b>you</b> intend to change or have changed the occupancy of the property at the <b>insured address</b>, for example from tenanted to owner occupied, or from <b>long term tenancy</b> to <b>short term tenancy</b>;</li> <li>▪ <b>you</b> change who is responsible for managing the property at the <b>insured address</b>;</li> <li>▪ <b>you</b> change the amount of rent <b>you</b> collect on a <b>rental agreement</b>;</li> <li>▪ the <b>buildings</b> at the <b>insured address</b> are going to be unoccupied for more than 100 days;</li> <li>▪ any detail on <b>your policy schedule</b> is no longer accurate, such as the <b>insured address</b>;</li> <li>▪ <b>you</b> intend to demolish <b>your buildings</b>, have lodged an application to do this, or a government authority has issued a demolition order;</li> <li>▪ trespassers (squatters) occupy the property at the <b>insured address</b>;</li> <li>▪ <b>you</b> commence building or renovations at the <b>insured address</b> if the value of the work exceeds <b>\$100,000</b>;</li> <li>▪ anything else happens that increases the chance that loss, damage or injury will occur, or liability will be incurred at the <b>insured address</b>.</li> </ul>

Term/condition	
Cancellation	<p><b>You</b> may cancel <b>your</b> policy at any time. <b>We</b> will refund to <b>you</b> a proportion of the <b>premium</b> for the unexpired <b>period of insurance</b> (less any non-refundable government charges, taxes and levies that <b>we</b> 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.</p> <p>Any agency fee that has been added to the <b>premium</b> 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 <b>period of insurance</b>.</p> <p><b>We</b> may cancel this policy by notice in writing for any reason available to <b>us</b> at law. <b>We</b> will refund to <b>you</b> a proportion of the <b>premium</b> for the unexpired <b>period of insurance</b> (less any non-refundable government charges, taxes and levies that <b>we</b> have paid and are not recoverable).</p>
Other insurance and contribution	When <b>you</b> claim on <b>your</b> policy <b>you</b> must also supply <b>us</b> 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 <b>you</b> or <b>your</b> intermediary. Other forms of communication will not be acted upon by <b>us</b> until confirmed in writing by <b>you</b> or <b>your</b> 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
<b>Act of terrorism</b>	<p>An <b>act of terrorism</b> 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:</p> <ul style="list-style-type: none"> <li>▪ involves violence against one or more persons; or</li> <li>▪ involves <b>damage to property</b>; or</li> <li>▪ endangers life other than that of the person committing the action; or</li> <li>▪ creates a risk to health or safety of the public or a section of the public; or</li> <li>▪ is designed to interfere with or disrupt an electronic system.</li> </ul>
<b>Bed &amp; breakfast</b>	<p><b>Bed &amp; breakfast</b> means a dwelling occupied by permanent residents where short term accommodation (including the option for meals) is provided to paying guests.</p>
<b>Boarding house</b>	<p><b>Boarding house</b> 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.</p>
<b>Bodily injury</b>	<p><b>Bodily injury</b> means physical bodily harm including resultant sickness or disease that requires care or loss of services and/or resultant death.</p>
<b>Bond money</b>	<p><b>Bond money</b> means the money paid by <b>your tenant</b> 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.</p>
<b>Break fee</b>	<p><b>Break fee</b> means the penalty documented in the <b>rental agreement</b> that is payable by a <b>tenant</b> if they break the <b>rental agreement</b> by leaving before the end of the rental period.</p>
<b>Buildings</b>	<p><b>Buildings</b> means the items defined in the section 'What are buildings' on page 25.</p>
<b>BZI</b>	<p>Blue Zebra Insurance Pty Ltd, ABN 12 622 465 838, AFS Licence Number 504130 acting as an agent of the <b>insurer</b> under a binder agreement.</p>
<b>Contents</b>	<p><b>Contents</b> means the items defined in the section 'What are contents' on page 26.</p>



Term	Definition
<b>Damage to property</b>	<b>Damage to property</b> 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.
<b>Deliberate or intentional damage</b>	<p><b>Deliberate or intentional damage</b> 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.</p> <p>This does not include:</p> <ul style="list-style-type: none"> <li>▪ <b>tenant</b> neglect, carelessness, poor housekeeping, or unhygienic living habits;</li> <li>▪ damage occurring during maintenance operations carried out by <b>your tenant</b> or anyone acting on their behalf;</li> <li>▪ damage as a result of repairs, or attempted repairs, carried out by <b>your tenants</b> or anyone acting on their behalf;</li> <li>▪ damage caused by failure of <b>your tenants</b> or their visitors to control their children;</li> <li>▪ damage caused by pets belonging to <b>your tenants</b>, their visitors or children of <b>your tenants</b> or their visitors;</li> <li>▪ theft, or damage caused by theft;</li> <li>▪ accidental damage or accidental loss;</li> <li>▪ <b>malicious damage or vandalism</b>; or</li> <li>▪ scratching, denting, chipping, rubbing or scuffing of any surface.</li> </ul>
<b>Excess</b>	<b>Excess</b> means the first amount of each claim that <b>you</b> or the person making the claim must pay. The amount of the relevant <b>excess</b> is shown in <b>your policy schedule</b> or in this PDS.
<b>Family</b>	<p><b>Family</b> means a person's:</p> <ul style="list-style-type: none"> <li>▪ spouse, partner or de facto;</li> <li>▪ parents, parents-in law, and grandparents;</li> <li>▪ children, grandchildren, brothers and sisters, including their respective spouse, partner or de facto; or</li> <li>▪ the children, parents, parents-in law, grandparents, grandchildren, brothers and sisters of <b>your</b> spouse, partner or de facto.</li> </ul>

Term	Definition
<b>Flood</b>	<p><b>Flood</b> means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ul style="list-style-type: none"> <li>▪ a lake (whether or not it has been altered or modified);</li> <li>▪ a river (whether or not it has been altered or modified);</li> <li>▪ a creek (whether or not it has been altered or modified);</li> <li>▪ another natural watercourse (whether or not it has been altered or modified);</li> <li>▪ a reservoir;</li> <li>▪ a canal;</li> <li>▪ a dam.</li> </ul>
<b>Guest house</b>	<b>Guest house</b> means a <b>boarding house</b> .
<b>Holiday let</b>	<b>Holiday let</b> means a <b>short term tenancy</b> .
<b>Homestay</b>	<b>Homestay</b> means a <b>bed &amp; breakfast</b> .
<b>Insured address</b>	<b>Insured address</b> means the place where the <b>buildings</b> and/or <b>contents</b> are located, as shown on <b>your policy schedule</b> .
<b>Insurer</b>	Youi Pty Ltd (Youi), ABN 79 123 074 733, AFS Licence Number 316 511.
<b>Long term tenancy</b>	<p><b>Long term tenancy</b> means a rental period that:</p> <ul style="list-style-type: none"> <li>▪ is 3 months or greater in duration; and</li> <li>▪ for which there is a <b>rental agreement</b> in place.</li> </ul>
<b>Malicious damage or vandalism</b>	<p><b>Malicious damage</b> means a wrongful act by a person motivated by malice, vindictiveness or spite with the intention of damaging the property. This does not include:</p> <ul style="list-style-type: none"> <li>▪ <b>tenant</b> neglect, carelessness, poor housekeeping or unhygienic living habits;</li> <li>▪ damage occurring during maintenance operations carried out by <b>your tenants</b> or anyone acting on their behalf;</li> <li>▪ damage as a result of repairs, or attempted repairs, carried out by <b>your tenants</b> or anyone acting on their behalf;</li> <li>▪ damage caused by failure of <b>your tenants</b> or their visitors to control their children;</li> <li>▪ damage caused by pets belonging to <b>your tenants</b>, their visitors or children of <b>your tenants</b> or their visitors;</li> <li>▪ theft, or damage caused by theft;</li> <li>▪ <b>deliberate or intentional damage</b>;</li> <li>▪ accidental damage or accidental loss; or</li> <li>▪ scratching, denting, chipping, rubbing or scuffing of any surface.</li> </ul>

Term	Definition
<b>Occurrence</b>	<p>An <b>occurrence</b> is:</p> <ul style="list-style-type: none"> <li>▪ a single incident that is not intended or expected; or</li> <li>▪ a series of incidents or continuous or repeated exposure to substantially the same general conditions which: <ul style="list-style-type: none"> <li>– are not intended or expected; and</li> <li>– have the same cause; or</li> <li>– are attributable to the same source.</li> </ul> </li> </ul> <p>We regard all death, <b>personal injury</b> or <b>damage to property</b> arising from one original source or cause as one <b>occurrence</b>.</p>
<b>Period of insurance</b>	<p><b>Period of insurance</b> means the dates over which <b>your</b> insurance cover is valid, ending on the expiry date as shown in <b>your policy schedule</b> unless the policy is terminated earlier in accordance with the policy terms and conditions.</p>
<b>Periodic tenancy agreement</b>	<p><b>Periodic tenancy agreement</b> means the situation when <b>your tenant</b> continues to occupy the <b>buildings</b> at the <b>insured address</b>, after a fixed term <b>rental agreement</b> has expired, and the <b>rental agreement</b> does not provide for its continuation, and:</p> <ul style="list-style-type: none"> <li>▪ a notice to leave, or</li> <li>▪ a notice of intention to leave, or</li> <li>▪ an abandonment termination notice,</li> </ul> <p>has not been given by <b>your tenant</b> to <b>you</b> or <b>your property manager</b>, or by <b>you</b> or <b>your property manager</b> to <b>your tenant</b>.</p> <p><b>Your tenant</b> is then deemed to be under a <b>periodic tenancy agreement</b> on the same terms which applied immediately before the <b>rental agreement</b> ended. This does not include any term about the <b>rental agreement's</b> term.</p>
<b>Permanent tenancy</b>	<p><b>Permanent tenancy</b> means a <b>long term tenancy</b>.</p>
<b>Personal injury</b>	<p><b>Personal injury</b> means <b>bodily injury</b>, shock, mental anguish or mental injury, libel, slander or defamation of character, including death. <b>Personal injury</b> does not include the publication or utterance of a libel or slander:</p> <ul style="list-style-type: none"> <li>▪ made prior to the commencement of the <b>period of insurance</b>; or</li> <li>▪ made by or at the direction of <b>you</b> with knowledge of its falsity; or</li> <li>▪ relating to advertising, broadcasting or telecasting activities by or on behalf of <b>you</b>.</li> </ul>
<b>Policy schedule</b>	<p><b>Policy schedule</b> means the relevant <b>policy schedule</b> issued by <b>us</b>. This is a separate document unique to <b>you</b>, which shows the insurance details personal to <b>you</b>. It includes any changes, conditions and exclusions made to suit <b>your</b> individual circumstances and may amend the policy document.</p>

Term	Definition
<b>Property manager</b>	<b>Property manager</b> means the licensed real estate agent or property manager that manages the property at the <b>insured address</b> for <b>you</b> .
<b>Premium</b>	<b>Premium</b> means the amount(s) shown in <b>your policy schedule</b> that <b>you</b> have to pay for the cover <b>we</b> provide which is inclusive of stamp duty, GST, fire services levy (where applicable) and any additional government charges.
<b>Rental agreement</b>	<p><b>Rental agreement</b> means the agreement between <b>you</b> or <b>your property manager</b> and <b>your tenant</b>, which is in writing and states:</p> <ul style="list-style-type: none"> <li>▪ the term of the rental period; and</li> <li>▪ the amount of rent payable to <b>you</b>; and</li> <li>▪ the amount of the <b>bond money</b> that <b>your tenant</b> is required to pay.</li> </ul> <p><b>Rental agreement</b> also includes any written or verbal agreement between <b>you</b> or <b>your property manager</b> and <b>your tenant</b> to:</p> <ul style="list-style-type: none"> <li>▪ temporarily reduce the amount of rent payable to <b>you</b>; or</li> <li>▪ suspend or defer the rent payable to <b>you</b> for a defined period of time.</li> </ul>
<b>Short term tenancy</b>	<b>Short term tenancy</b> means a rental period that is of up to 3 months in duration.
<b>Storm</b>	<p><b>Storm</b> means:</p> <ul style="list-style-type: none"> <li>▪ a thunderstorm (including lightning);</li> <li>▪ rain, snow or hail;</li> <li>▪ a cyclone, tornado, or other violent wind; or</li> <li>▪ run-off of storm water following a localised storm in <b>your</b> area.</li> </ul>
<b>Storm surge</b>	<b>Storm surge</b> 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.
<b>Tenant</b>	<p>Where the tenancy is a <b>long term tenancy</b>, <b>tenant</b> means the person(s) named in the <b>rental agreement</b> or <b>periodic tenancy agreement</b> and including that person's:</p> <ul style="list-style-type: none"> <li>▪ partner, children and pets; and</li> <li>▪ any other person(s) permanently living at the <b>insured address</b>.</li> </ul> <p>Where the tenancy is a <b>short term tenancy</b>, <b>tenant</b> means the person(s) living at the <b>insured address</b> under a rental arrangement and including that person's:</p> <ul style="list-style-type: none"> <li>▪ partner, children and pets; and</li> <li>▪ any other person(s) permanently living at the <b>insured address</b>.</li> </ul>

Term	Definition
<b>Uninhabitable</b>	<p><b>Uninhabitable</b> means the property is:</p> <ul style="list-style-type: none"> <li>▪ not safe to live in; or</li> <li>▪ 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): <ul style="list-style-type: none"> <li>– electricity;</li> <li>– gas; or</li> <li>– water.</li> </ul> </li> </ul>
<b>Untenantable</b>	<p><b>Untenantable</b> 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.</p> <p>This does not include any maintenance or renovation activity at the <b>insured address</b>.</p>
<b>We, us, our</b>	<p>Blue Zebra Insurance Pty Ltd (<b>BZI</b>) ABN 12 622 465 838, AFS Licence Number 504130 acting as an agent of the <b>insurer</b> under a binder agreement.</p>
<b>Weekly rental amount</b>	<p><b>Weekly rental amount</b> means the lesser of:</p> <ul style="list-style-type: none"> <li>▪ the weekly rent paid by <b>your tenant</b> as per the <b>rental agreement</b>; and</li> <li>▪ the weekly rent disclosed to <b>us</b> and shown on <b>your policy schedule</b>.</li> </ul> <p>Where there is:</p> <ul style="list-style-type: none"> <li>▪ an agreement in place between <b>you/your property manager</b> and <b>your tenant</b> to temporarily reduce the amount of rent payable to <b>you</b>; and</li> <li>▪ there is a fixed date where the temporary reduction ends; and</li> <li>▪ the period where this temporary reduction is in place is less than 6 months,</li> </ul> <p>then <b>weekly rental amount</b> means the lesser of:</p> <ul style="list-style-type: none"> <li>▪ the weekly rent paid by <b>your tenant</b> immediately prior to the temporary reduction; and</li> <li>▪ the weekly rent disclosed to <b>us</b> and shown on <b>your policy schedule</b>.</li> </ul>
<b>You/your</b>	<p>In this policy <b>you/your</b> means all the people named as the insured on <b>your policy schedule</b>.</p>

# 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** is paid a commission by the **insurer** when **you** buy this Landlord Insurance – Accidental Damage policy. This commission is included in the **premium** that **you** pay and may be up to 3% of the **premium** paid excluding any government taxes and levies. **BZI** receives this commission from the **insurer** after **you** have paid the **premium**.

**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 27 May 2020.

## CONTACT DETAILS

Blue Zebra Insurance Pty Ltd  
ABN 12 622 465 838  
AFS Licence 504130  
PO Box R804  
Royal Exchange NSW 1225  
Phone: 1300 171 535  
Email: [info@bzi.com.au](mailto:info@bzi.com.au)  
[www.bzi.com.au](http://www.bzi.com.au)

## FOR CLAIMS

Phone: 1300 253 692 (toll free)  
+61 2 9301 8018 (from overseas)  
Online: [www.bzi.com.au/newclaim](http://www.bzi.com.au/newclaim)



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ZEBRA**  
INSURANCE