

Product Disclosure Statement and RentCover Policies

About this booklet

This booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. The PDS contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions, exclusions and obligations attaching to this product. Please read this booklet carefully.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

Our agreement with you

These Policy terms and conditions and the Policy Schedule form the legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, during the period of insurance shown on your Policy Schedule or any renewal period. Please keep them in a safe place for future reference.

The exclusions in the section(s) headed 'When you are not covered' and conditions in the section headed 'General conditions' apply to all types of cover.

The excesses set out in the section headed 'What you must pay if you make a claim – Excess' apply to all claims except where otherwise stated. The amount of any excess that applies to your Policy will be shown on your Policy Schedule.

About RUA and EBM

RentCover Underwriting Agency Pty Ltd (RUA), ABN 76 130 218 914 / ARN 325630 is a related company of, and an Authorised Representative of, Elkington Bishop Molineaux Insurance Brokers Pty Ltd (EBM), ABN 31 009 179 640 / AFS Licence No: 246986. EBM holds a binding authority from QBE which is delegated to RUA and allows RUA to arrange, issue and distribute insurance on behalf of QBE and to deal with or settle claims on their behalf.

If you require further information about this product, please contact your Broker or RUA.

About QBE Australia

QBE Insurance (Australia) Limited (QBE) is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

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Types of Policies Included in this Document

There are four types of policies within this document, these are RentCover Platinum, RentCover Ultra, Householders Rental Premises & Contents and Householders Rental Contents.

If you have selected RentCover Platinum; all Sections are insured.

If you have selected RentCover Ultra; Sections 1, 3, 4, 5 & 6 are insured, and Section 2 is inoperative.

If you have selected Householders Rental Premises & Contents; Section 1 is inoperative.

If you have selected Householders Contents; Sections 1 and 2 are inoperative.

Your policy schedule clearly shows the type of policy you have selected.

Significant risks

Your sum insured may not be adequate

The Policy generally provides replacement or reinstatement conditions for premises and contents which means that claims are settled without contribution for age, depreciation or wear and tear. (Where floor, wall or ceiling coverings suffer Accidental or Malicious loss or damage, we will only repair or replace them to a condition the same as the condition they were in when the loss or damage occurred.) It is important that the sums insured you select cover the cost of replacing your premises and contents on a new for old basis. The sums insured that you select must make allowance for structural improvements (such as sheds, pergolas, and fencing), GST and any additional benefits that are included in the sum insured such as removal of debris. It is recommended that you use the free, sum insured calculator, available on our website to determine your building sum insured.

It is important that you read the sublimits in the terms and conditions. If you have any of these items that will cost more than the sublimit to replace, then you will need to nominate them to ensure that they are covered for more than the sublimit.

For example, there is a sublimit on Works of art, tapestries and antique furniture of \$5,000 per item, and in total, 20% of the unspecified contents sum insured. If it would cost more than this to replace any of these items as new, then you must specify them to ensure that you are covered for their full value.

A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your Duty of Disclosure, or if you make a fraudulent claim.

We will not pay a claim under Sections 1 or 4 when there is no lease in existence at the time of loss or damage or event, act or omission giving rise to a claim.

The cost of this Insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

Some factors that impact the calculation of your premium include;

- where the premises or contents are located,
- the sum insured, and
- your previous insurance and claims history

Duty of Disclosure – what you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

New business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

• Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

• If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

Renewals, variations, extensions and reinstatements

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

• You do not have to tell us about any matter

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

• If you do not tell us

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling your personal information. QBE has developed a Privacy Policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance Policy, including any claims you make or claims made against you. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors and investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or litigation. We may disclose personal information to people listed as co-insured on your Policy and to family members or agents authorised by you. Computer systems and support services may be provided to us by related companies within the QBE Group that may be located overseas. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001 or via Email: compliance.manager@qbe.com

The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

How to make a claim

Please contact your Broker to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where you have told us about them beforehand and we have accepted your claim. Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet.

In an emergency outside normal business hours you may ring our emergency service on 1800 023387 for assistance.

Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact our nearest QBE office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

The FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. We are bound by the determination of the FOS but the determination is not binding on you.

We will provide the contact telephone number and address of the FOS office upon request.

Cancelling your Policy

How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to RUA.
- Where 'you' involves more than one person, the Insurer will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How we may cancel this Policy

- The Insurer may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- The Insurer will give you this notice in person or send it to your address last known to us.

The Premium

We will refund to you the proportion of the premium for the remaining period of insurance, less an administrative charge not exceeding \$33.00.

Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify RUA electronically or in writing within 21 days from the date the Policy commenced.

This cooling off right does not apply if you have made or are entitled to make a claim. Even after the cooling off period ends, you still have cancellation rights however RUA may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

Financial Claims Scheme

This policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA – www.apra.gov.au or 1300 13 10 60.

Providing Proof

So that your claim can be assessed quickly you should keep the following:

- receipts or other confirmation of purchase, and
- valuations
- photographs of items in the premises.

We may ask you for these if you make a claim. You must be able to prove to us that you have suffered a loss that is covered by this Policy before we will pay you for it.

Other Parties' Interests

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

How you can pay your premium

You can pay your premium in one annual payment to your Broker.

Paying your annual premium

You must pay your annual premium by the due date to your Broker. If your premium is unpaid by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

Policy Terms and Conditions

Words with special meanings

Some key words and terms used in this Policy have a special meaning.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Term	Meaning
Accidental damage	Sudden, unforeseen, unexpected and unintended loss or damage, which is not 'Malicious damage', and which is not an 'Insured Event' and which is not otherwise excluded by this Policy.
Arrears	Any rent that has not been paid by the date it was due.
Audit	Any form of investigation or audit of your financial or taxation affairs that is initiated by an authorised government auditor. An audit does not include anything pertaining to <ul style="list-style-type: none"> • any licence, membership, industry status • compliance with any employee law • the gathering of any data or information not directly part of the audit • superannuation
Auditor	An officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of your taxation, financial affairs or a Taxation Liability.
Contents	Tenant and Accidental Damage. What 'contents' means Under Section 1 Contents means: <ul style="list-style-type: none"> – built in furniture, cupboards, non-portable stoves, non-portable electrical equipment, water heaters and coolers and space heaters and coolers – blinds, light fittings, curtains, drapes of every description – floor coverings which are contained in the premises. Under Section 3 Contents also means: <ol style="list-style-type: none"> a) household goods, blinds, light fittings, curtains, drapes of every description and floor coverings b) articles of special value which you have listed on the Policy Schedule under 'Contents specified items'

Word or Term	Meaning
	<p>c) if you live in a strata title building, the internal paintwork, wallpaper and any fixture or structure improvement within or attached to that residence which the Body Corporate is not required by law to insure</p> <p>d) garden equipment if it does not require registration:</p> <p>e) office furniture and equipment which are contained in the premises</p> <p>What 'contents' does not mean (applies to Section 1 and Section 3)</p> <p>'Contents' does not include:</p> <p>a) fish, birds or animals of any description</p> <p>b) trees, shrubs and any other plant life including grass or lawns, or soil, bark or mulch (other than pot plants)</p> <p>c) any caravan or trailer, watercraft or bicycles,</p> <p>d) motorised vehicles other than that listed in point (d) under the heading 'What contents means'</p> <p>e) aircraft or their accessories</p> <p>f) accessories or spare parts, keys or remote locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft</p> <p>g) photographic and video equipment, film, negatives photographs, musical instruments or musical equipment, or any sporting equipment</p> <p>h) antiques (other than furniture), carpets or rugs that are made by hand</p> <p>i) any type of mobile telephones, MP3 or MP4 players or any similar devices, computers of any type – including laptops, notebooks, palmtops, Personal Digital Assistants (PDAs) electronic diaries, electronic notebooks, pocket Personal Computers</p> <p>j) electronic data, or any computer media such as discs or tapes – other than computer games for non-portable computer game consoles</p> <p>k) any property:</p> <ul style="list-style-type: none"> • illegally in your possession

Word or Term	Meaning
	<ul style="list-style-type: none"> • stored in a dangerous and illegal way, or any equipment connected with growing or creating any illegal substance • within or attached to the residence which the Body Corporate is required by law to insure if you live in a strata title building <p>l) commercial or retail trade stock</p> <p>m) your premises or any part of your premises.</p> <p>n) jewellery, gold or silver articles, furs, watches, clothing, stamps coins or medals, documents or any personal effects.</p> <p>o) cash, coins and negotiables.</p> <p>'Negotiables' means treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instrument.</p>
Event	Each occurrence, loss or damage which entitles you to make a claim under this Policy.
Excess	The first amount of any claim which must be paid by you in relation to each loss or damage or a series of losses or damages arising out of any one event. If an excess is applicable the amount will be shown in the Policy Schedule. Malicious damage by a tenant is treated as one event. General Policy Excesses are shown under the clause heading of General policy Excesses on page 13 of the policy.
Family	Any member of your family who lives permanently with you, including your partner.
Flood	The inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir. This policy does not insure flood.
Insured Events	
Insured Events mean:	But Not:
a) Fire, smoke or explosion	Loss or damage to any item caused by scorching, melting, or charring without flames. Any damage that is gradual from a fireplace.
b) Storm (including cyclone or hurricane) and/or rain which may be accompanied by snow, sleet or hail	Loss or damage caused by: <ul style="list-style-type: none"> • Storm, rainwater or wind to trees, shrubs or plants • Storm, rainwater or wind to: <ul style="list-style-type: none"> – Retaining walls, – Free standing walls, – Fences or – Gates <p>unless they are located</p>

Insured Events mean:	But Not:
	<p>in Queensland or Western Australia or they are constructed of:</p> <ul style="list-style-type: none"> - brick, concrete, masonry, stone or steel, - constructed of timber but are 15 years old or less <ul style="list-style-type: none"> • Flood • The action of the sea, high water, or tidal wave, • Water seeping through a wall or floor • Fungus, mildew, mould, algae • Atmospheric or climatic conditions other than storm • Water entering the premises through an opening made for the purpose of alterations, additions, renovations or repair
c) Lightning or thunderbolt	
d) Earthquake or tsunami. All destruction or damage occurring within a period of 72 hours of the earthquake or tsunami is regarded as the one insured event. Tsunami means a sea wave caused by a disturbance of the ocean floor or seismic movement.	The first \$250 for earthquake or tsunami damage, or the excess amount shown on your Policy Schedule, whichever is greater.
e) Theft or attempted theft	<ul style="list-style-type: none"> • Theft of Cash or Negotiables <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • Theft by any person who is living at the premises unless there is evidence that the premises have been entered forcibly and violently (see Section 1 for this cover) <p>“forcible and violent entry” does not include:</p> <ul style="list-style-type: none"> – Entry through a door or window that has been left open or unlocked, – Where the premises have been entered with the consent of the owner or occupier of the home. <ul style="list-style-type: none"> • More than \$1500 for theft of Contents in the open air
f) Malicious acts	<p>Loss or damage intentionally caused by:</p> <ul style="list-style-type: none"> • You, your family, or your family’s visitors • A tenant, or a tenant’s visitors or family (See Section 1 for this cover), except for damage by fire, smoke or explosion.
g) Riot or civil commotion	

Insured Events mean:	But Not:
h) Bursting, leaking, discharging or overflowing of fixed basins, shower bases, or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind. Water suddenly escaping from a waterbed or aquarium. If we accept a claim because damage has occurred as a direct result of the liquid escaping, we will also pay the reasonable costs of locating the cause of the damage, and the costs of reinstating the property damaged or disturbed in the course of work.	<p>Loss of damage which:</p> <ul style="list-style-type: none"> • Occurs gradually over time • Results from water escaping from a shower base not fitted with a tray or water proof membrane • Is caused by the porous condition of any tiles, grouting or sealant <p>We will not pay for repair or replacement of the apparatus, tank, or pipe itself.</p>
i) Impact by: <ul style="list-style-type: none"> • A vehicle, an aircraft or waterborne craft • Space debris or debris from an aircraft, rocket or satellite • A falling tree or part of a tree • A mast or a television or radio aerial that has broken or collapsed <p>‘Impact’ means a collision of 2 or more objects</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • Felling or lopping trees at the site • An animal kept at the premises
j) Breakage of: <ul style="list-style-type: none"> • Any fixed glass, shower base, basin, sink, bath, lavatory pan or cistern or glass forming part of an item of furniture 	<p>Damage to any property other than the broken glass (except for window tinting or shatter proofing) or shower base, basin, sink, lavatory pan, cistern or part of an item of Any item that is chipped or scratched prior to the breakage.</p> <p>Any item where the only damage is chipping or scratching or the breakage does not extend through the entire thickness.</p> <p>Glass in Television sets, VDU’s or any other computer or electrical equipment or mobile phone.</p> <p>Glass in a picture frame or clock.</p>
k) Fusion of an electric motor: Fusion is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current. We will pay the cost of rewinding the motor, or at	<p>Motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding.</p> <p>The cost of repair or replacement of additional parts or service items, including worn or broken bearings or switches.</p> <p>Leakage of refrigerant gas</p>

Insured Events mean:	But Not:
our option, replacing it. For air-conditioning units, we will pay for the replacement of the refrigerant driers, only if replacement of the refrigerant gas or drier is made necessary because of the fusion.	Leakage of refrigerant gas and maintenance of refrigerant driers. Lighting elements (for example, light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example a fuse or circuit breaker). Electrical contact points where sparking or arcing occurs during ordinary use. The cost of retrieving, removing or replacing the pump section of pool or pressure pumps or the cost of retrieving submersible pumps or their driving motors. Electronic controllers or other electronics.
l) Power surge to fixed domestic appliances or domestic equipment directly caused by an identifiable and verifiable source outside your premises including; a lightning strike, an object contacting power lines, the resumption of power following a blackout caused by a storm or unexpected interference with a power company transformer by animal.	Domestic appliances or domestic equipment more than 15 years from the date of purchase when new. Any power surge caused at your premises.
m) Erosion, subsidence, landslide or earth movement but only if it is directly as a result of one of the following insured events; <ul style="list-style-type: none"> • explosion • storm • earthquake or tsunami • escaping liquid and it occurs no more than 72 hours after the insured event.	Any other erosion, subsidence, landslide or earth movement event.
n) Damage caused by animals or birds	Any damage caused by or resulting from; <ul style="list-style-type: none"> • Any animal kept at your premises • Rodents, vermin or insects, (at any stage of their life cycle) • Any gnawing, chewing, pecking, clawing, scratching or in any way polluting or soiling; <ul style="list-style-type: none"> – Any exterior part of your premises, or – Any part of the interior of your premises that is not fully enclosed and secured

Insured Events mean:	But Not:
	prior to and at the time of damage. By secure we mean that there is no open door, window or screen that allowed the animal to enter. <ul style="list-style-type: none"> – Any part of the interior of your premises if you or the occupier has knowingly permitted an animal to enter your premises.
Word or Term	Meaning
Investigation	Means a detailed in-depth inquiry.
Lease	A written agreement between you and a tenant for occupancy of the premises for a term of at least sixty (60) days and for which a bond equivalent to at least four weeks rent has been paid. It also includes a tenancy at will which immediately follows the lease.
Malicious damage	Loss or damage intentionally caused by a tenant, and where the loss or damage has been reported to the police.
Notice Date	When you or your representative first become aware of any actual or potential audit either verbally or in writing.
Period of Insurance	The period shown on the policy schedule.
Policy Schedule	The document that we give you which sets out the details of your cover which are personal to You. It forms part of the Policy. It shows the cover and any options that you have selected. When your Policy is changed or renewed, we will give you a new Policy schedule. The information on your schedule can modify the terms set out in this policy.
Premises	The premises used primarily or entirely for residential purposes (including where part of the premises is used as an office or surgery) at the address shown on the Policy Schedule. <p>Premises includes the following:</p> <ul style="list-style-type: none"> a) Outbuildings, fixtures and structural improvements including in-ground swimming pools, tennis courts, in-ground spas, saunas, jetties and pontoons all of which are used for domestic purposes b) Fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings c) Services (whether underground or not) that are your property or which

Word or Term	Meaning
	<p>you are liable to repair or replace or pay the cost of their repair or replacement</p> <p>d) Paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site</p> <p>What Premises does not mean</p> <p>Premises does not mean:</p> <p>a) Earth or gravel pathways or driveways or other unpaved surfaces</p> <p>b) • A hotel, motel, nursing home or boarding house</p> <ul style="list-style-type: none"> • Buildings of flats or caravans (whether fixed to the site or not), unless this is expressly endorsed on your Policy Schedule • Strata title, company title or community units with respect to insuring the building <p>c) Any building used for any business or trade, except a dwelling used principally as a place of residence that also contains an office or surgery</p> <p>d) A building in the course of construction</p> <p>e) A building in the course of being demolished, or that is vacant pending demolition</p> <p>f) A temporary building or structure</p> <p>g) Trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch</p> <p>h) Contents</p>
Professional Fees	Any reasonably incurred fees, costs and expenses of a practising accountant or any other professional you need to engage such as a qualified advisor, solicitor, lawyer or another professional and disbursement costs. Professional fees do not include professional fees to complete relevant returns/questionnaires or documents required by a government authority or agency that you would ordinarily be required to complete and supply or costs associated with the reconstruction or rewriting of your records required for the purpose of the audit.
Rent	Rent applying under the Lease or rental agreement at the time of loss or damage.
Return	A return that is legally required to be

Word or Term	Meaning
	lodged with any government or government agency.
Tenant	The person(s) named on the Lease and who occupy the premises, including members of their family residing with them and their invitees.
We, Our, Us	The Insurer, QBE Insurance (Australia) Limited, ABN 78 003 191 035
You, Your	The person(s), companies or firms named on the current Policy Schedule as the 'Insured'.

Sections

This part of the Policy contains the following six sections:

1. Section 1: Cover for your Premises and Contents – Tenant and Accidental Damage
2. Section 2: Cover for your Premises – Insured Events
3. Section 3: Cover for your Contents – Insured Events
4. Section 4: Cover for your Rent and Legal Expenses
5. Section 5: Cover for your Legal Liability.
6. Section 6: Cover for your Taxation Audit.

Section 1 - Cover for your Premises and Contents (Fixtures & Fittings) – Tenant and Accidental Damage

What you are insured against

You are insured against malicious damage or theft caused by the tenant or accidental damage to your premises and contents at the address shown on your Policy Schedule during the period of insurance.

What we will pay

If the premises or contents (other than floor, wall and ceiling coverings which are over 1 year old) suffer loss or damage, we will at our option:

- a) reinstate, repair or replace them to a condition the same as their condition when new, or
- b) pay for the loss or damage.

For floor, wall and ceiling coverings that are over 1 year old which suffer loss or damage, we reduce the amount that we pay by an allowance for wear, tear and depreciation. We will at our option:

- a) repair or replace them, or
- b) pay the reasonable cost of their repair or replacement

to a condition no better than their condition at the time the loss or damage occurred. For items older than 1 year, the amount we depreciate by will be 7.5% off the new repair or replacement cost for each year older than 1 year.

We will only pay for their repair or replacement in the room, hall or passage in which the loss or damage occurred.

You must pay the applicable excess for any claim under this section.

Section 2: Cover for your Premises - Insured Events

What you are insured against, and what you are NOT

You are insured for loss or damage to your premises, caused directly by any of the Insured Events, as set out under 'Words with special meanings', which occur at your premises (except to the extent indicated in the right column under the sub heading of 'But Not')

There are also some limits and exclusions described under "How we will pay" and "When you are not covered", which you must read.

How we will pay

Premises

a) At our option we:

- repair your premises, or
- replace the premises to a condition substantially the same as, but not better than when new, or
- pay the reasonable cost of its repair or replacement to a condition substantially the same as when new, or
- pay up to the sum insured shown on your Policy Schedule.

If your premises are damaged beyond economic repair, we will pay no more than the reasonable cost of replacement as new even if you have insured for an amount greater than the reasonable cost of replacement as new. When we pay your claim for your premises being damaged beyond economic repair, the Policy is exhausted and comes to an end.

b) You may choose to have your premises replaced at another site, but we do not pay more than the sum insured.

c) If your premises are damaged beyond economic repair and you do not commence rebuilding within 6 months of the damage occurring, (or any other period which we agree with you in writing) you may have to pay any increase in cost caused by your delay.

d) If part of your premises are damaged by an insured event and we agree to pay your claim, we pay only for the part or parts of the premises that actually sustained damage. We do not pay to replace any undamaged materials.

However, if:

- 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 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.

Example 1

There are 300 matching white, wall tiles in the bathroom. As a result of a burst pipe, 8 bathroom wall tiles are damaged. We would pay only the reasonable cost to repair or replace the 8 damaged tiles to a condition substantially the same as when new.

(In addition, we would pay for damage sustained in locating the leak under Insured Event (h) in the table under the heading "Words with special meanings".)

Example 2

There are 300 superseded, matching, wall tiles in the bathroom. As a result of a burst pipe, 140 wall tiles are damaged. It is impossible to locate tiles that reasonably match the remaining 160 tiles. Over 40% of the matching wall tiles have been damaged. Therefore, we would pay the reasonable cost to repair or replace all 300 tiles (140 damaged and 160 undamaged) to a condition substantially the same as when new. We would be entitled to keep the 160 undamaged wall tiles by way of salvage. We would not pay to replace any tiles located in a room other than where the loss or damage occurred.

e) where materials that are required to settle a claim that we agree to pay are not commercially available in Australia, at our option, we:

- Replace the material with the nearest equivalent or similar new material available in Australia or overseas, or pay the cost to replace the material with the nearest equivalent or similar new materials available in Australia or overseas.

Additional Benefits

We give you the following Additional benefits. For any Additional benefits to be payable, you must suffer or incur the relevant loss, liability or damage during the period of insurance.

We pay Additional benefits 1 to 8 as part of the sums insured.

1. Fees

If your premises are damaged as a result of an insured event, and we agree to pay a claim, we pay any reasonable fees which we have approved and which are incurred directly in relation to repair or replacement of your premises.

2. Removal of debris

If your premises are damaged as a result of an insured event, and we agree to pay a claim, we pay the reasonable costs of demolition and removal of debris from the site to the nearest authorised facility.

If the damage is caused directly by a fallen tree that has, as a result of the insured event, become debris, we will remove the tree from the site. We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

- a) we agree that the remaining tree or branch is unsafe
- b) the remaining tree or branch only became unsafe as a direct result of the insured event causing damage to the tree, and
- c) all necessary approvals have been obtained and removal of the tree or branch would not result in a breach of any laws, by-laws, regulations or contractual obligations.

We will removal a stump that formed part of the tree that caused the insured damage only if:

- a) all necessary approvals have been obtained and removal of the stump would not result in a breach of any laws, by-laws, regulations or contractual obligations, and
- b) not removing the stump would interfere with repairing or replacing the damaged part of the premises required to settle your claim.

3. Extra costs of reinstatement

If your premises are damaged as a result of an insured event and we agree to pay a claim, we pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your premises at the site.

If only part of your premises are damaged, we pay only the extra costs you incur in repairing that part.

We do not pay any extra costs which resulted from any notice which a statutory authority served on you before your premises suffered loss or damage.

4. Contacting purchaser

If you have entered a contract to sell the premises, this Policy insures the purchaser from:

- when they become liable for any damage to the premises until the contract is settled or terminated, or
- until the purchaser insures the premises

whichever happens first.

5. Waiver of excess if your property is a total loss

You are not required to pay an excess if we agree to pay a claim as a result of damage that renders your premises beyond economical repair.

6. Temporary accommodation

We pay the following benefit if your premises are so damaged by an insured event that it cannot be lived in and you have a fixed date you were due to occupy the premises as an owner/occupier;

We pay up to \$10,000 or 20% of the sum insured for your premises, whichever is the higher, for temporary accommodation costs if the premises are tenanted or is between tenants at the time the loss or damage occurred

7. Automatic reinstatement of sum insured

This benefit applies to the sums insured for premises, as show on your Policy Schedule.

Following payment of a claim other than a claim for total loss the sums insured will be reinstated, unless:

- you request otherwise
- we tell you otherwise

8. Replacement of locks and keys

We pay up to \$500 to replace/alter locks or keys, if your:

- locks to your premises are damaged, or
- keys to your premises are stolen by someone breaking into your premises.

9. Inflation adjustment

This benefit only applies to the premises sum insured as show on your Policy Schedule.

During each period of insurance we increase the premises sum insured by 0.4 of 1% of the relevant sum insured shown on your current Policy Schedule per month until the next renewal date.

10. Legal costs

We pay the reasonable legal costs incurred in discharging your mortgage following settlement of a claim for total loss.

Section 3 - Cover for your Contents – Insured Events

You are insured for loss or damage to your contents while they are in your premises caused directly by any of the 'Insured Events' as set out under 'Words with Special Meanings', (except to the extent indicated in the right column under the sub heading of 'But Not').

There are also some limits and exclusion described under 'How we will pay' and 'When you are not covered', which you must read.

Additional Benefit

1. Change of Premises

If you are moving contents insured under the policy into a new premises or unit within Australia, we insure your contents at both sites for a maximum of 30 days. The maximum we pay at each site will be the proportion of the sum insured that the value of the contents at the premises bears to the total value of the contents at both sites.

You must tell us of your new address within 30 days of first moving to it.

How we will pay

Contents

a) At our option we:

- repair the damaged items, or
- replace the items with items substantially the same as, but not better than when new, or
- pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
- pay up to the sum insured shown on your Policy Schedule.

b) Where an item required to settle a claim that we agree to pay is not commercially available in Australia, at our option, we:

- replace the item with the nearest equivalent or similar new item available in Australia or overseas, or
- pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.

c) The maximum we pay on the following contents items is shown below. You may obtain a higher limit for (i) by having any of these items specified on your Policy Schedule. We will pay up to the amount specified for each item.

Contents where a maximum limit applies

- i. Works of art, pictures, tapestries, rugs, antique

furniture - \$5000 per item and in total 20% of the sum insured for unspecified contents.

- ii. **Floor coverings, blinds and curtains** – For carpets and other floor coverings, curtains and internal blinds. We pay only for items in the room, hall or passage where the damage occurred.
- iii. **Open Air** – ‘Open air’ is restricted to the premises and includes non lockable parts of the premises – For loss or damage by storm or theft to contents in the open air we pay up to \$1500.

Section 4 - Cover for Rent and Legal Expenses

What you are insured against

We will indemnify you for loss of rent if:

- a) your premises suffer loss or damage and are unfit for living in and we have agreed to pay a claim under Sections 1, 2 or Section 3 for that loss or damage, and
 - repairs are commenced promptly but at the latest within one week after the damage has occurred (unless we have agreed otherwise in writing), and
 - repairs take at least seven days to complete, providing there are no unreasonable delays
- b) your premises can not be occupied due to prevention or denial of access caused by;
 - the tenant refusing to vacate your premises after a lawful order for eviction or possession has been served upon them.
 - damage to neighbouring premises in the near vicinity.
 - a Government Authority prohibiting your premises from being occupied as a direct result of damage to, or threat of damage to, your premises or neighbouring premises or premises in the near vicinity.
- c) rent is lost because your premises cannot be lived in due to the death of the tenant or murder or suicide at your premises
- d) the tenant has defaulted in the payment of rent. ‘Default’ includes;
 - termination on the grounds of hardship which has been authorised by a court or tribunal.
- e) the tenant vacates your premises without notifying you.

What we will pay

- a) For claims occurring under clauses (a), (b) and (c) of ‘What you are insured against’ in this section, we will pay up to fifty-two (52) weeks rent, limited to a maximum of \$1,000 per week.

The period for which we provide cover is from the date of loss or damage until either:

- your premises are re-tenanted, or
- where there is an ongoing lease liability, up to six (6) weeks following your premises becoming suitable for tenants to move in again, or
- where there is no ongoing lease liability, your premises becoming suitable for tenants to move in again

whichever occurs first.

- b) For claims occurring under clause (d) or (e) of ‘What you are insured against’ in this section, we will pay in total an amount up to the equivalent of six (6) weeks rent, up to a maximum of \$1,000 per week.
- c) All claims under this section will be reduced by the balance of any bond monies remaining after deducting clean up costs or any other expenses that you are legally entitled to deduct from the bond.
- d) We will also pay legal expenses up to \$5,000 following loss of rent admitted under this section if they have been incurred with our prior written approval for the purpose of minimising a loss under this section.
- e) Where a tenant is evicted by a Statutory Authority (Bailiff, Sheriff and the like) we will pay for the cost of changing of door and/or window locks to the maximum value of \$250.00, where the Statutory Authority has ordered locks to be changed.

What we will NOT pay

We do not pay under Section 4:

- when rent is in arrears on or before the commencement of the period of insurance. Cover will not apply until rent in arrears is brought up to date.
- In respect to periodic tenancies, we will only pay the actual rent lost and not the rent you could have charged for any further period where there is no ongoing liability for payment of rent by the tenant or ex tenant.

Section 5 - Cover for your Legal Liability – Property Owners

What you are insured against

We insure you and any member of your family against any claim for compensation or expenses which you or the member of your family become legally liable to pay for:

- a) the death of, or bodily injury to, any person
- b) the loss of, or damage to, property

resulting from an occurrence during the period of insurance arising out of the ownership of the premises or its contents.

An ‘occurrence’ includes continuous or repeated exposure to substantially the same general conditions. We regard all death, bodily injury or loss or damage to property arising from one original source or cause as one occurrence.

We pay up to \$30,000,000 for any one occurrence.

We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.

In addition to this amount, we pay legal costs that we approve.

What you are NOT insured against

- a) We do not insure you or your family against liabilities arising from:
 - i) any liability which arises out of you being party to a contract or agreement unless liability would have attached to you or your family if that agreement did not exist
 - ii) death of or bodily injury to you or to any person who normally lives with you

- iii) death of or bodily injury to anyone employed by you or by someone who lives with you if the death or injury arises out of their employment
 - iv) damage to property belonging to you or any person who normally lives with you
 - v) any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme or the conduct of any activity carried on by you or your family for reward except for letting the premises for domestic purposes
 - vi) vibration or the weakening of, removal of or interference with support to land, buildings or other property
 - vii) construction or demolition of a building, including the premises if the value of the work exceeds \$50,000
 - viii) the ownership of land, buildings or structures other than the premises insured by this Policy
 - ix) loss, damage or injury intentionally caused by you or a member of your family or a person acting with your consent or the consent of a member of your family
 - x) the lawful seizure, confiscation, nationalisation or requisition of the property insured
 - xi) destruction of or damage to property by any government or public or local authority.
- b) We do not insure you or your family:
- i) against fines, penalties, or punitive, aggravated, multiple or exemplary damages
 - ii) against any liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos.

Section 6 – Cover for your Taxation Audit

What you are insured against

You are insured against reasonable Professional Fees incurred by you in connection with an audit or investigation conducted by an auditor in respect to any return lodged with the Commissioner of Taxation in respect of the Premises insured by this policy.

We pay only if;

1. The Notice Date occurred during a current Period of Insurance and this Section 6 has commenced, and
2. The Audit commenced during a current Period of Insurance, and
3. The Audit was notified to us during the current or previous Period of Insurance
4. The Audit relates to a return lodged no more than 12 months prior to the original commencement date of this Section 6,
5. The Return was lodged no more than four years before the Notice Date.

However, we will pay when this policy is not in force, subject to all the other terms, conditions and exclusions only if you have sold your Premises and not replaced it, or, you have sold your Premises and replaced it, and that replacement Premises is insured by us under this Section 6 when the Audit commences.

What we will pay

- (a) The most we will pay for all claims during any one period of insurance, per audit is \$1,000
- (b) The maximum amount in the aggregate is limited to \$2,000
- (c) If you have more than one residential landlord property insured, whether under the same policy or not, and those properties benefit from the cover provided by “Section 6: Taxation Audit”, we will not pay more than a total of \$4,000 for all residential landlord policies that you have insured with us during any one period of insurance. We will not pay any Professional Fees pertaining to any residential landlord policies that are not insured under “Section 6: Taxation Audit”. We will not pay any professional Fees pertaining to any activity or part of a return not pertaining to the residential landlord property insured by this policy.

What we will not pay

We will not indemnify You with respect to any claims under this policy arising out of or in any way connected with:

- a) Enquires from the Commissioner of Taxation that seek information or raise requisitions, or enquiries of any similar kind.
- b) Matters arising under customs legislation.
- c) Audits or Investigation notice of which or information as to their likely conduct was received by You or any person acting on Your behalf prior to the Period of Insurance.
- d) Any Audits or Investigation concerning income earned or sourced or any Professional Fees payable to persons outside Australia and its external Territories.
- e) Any dishonest or fraudulent act or omission committed by You or on Your behalf.
- f) Any oral or written statement by you or on your behalf which you know to be false or misleading in any material particular made recklessly or wilfully.
- g) The imposition of or the seeking to impose any tax, penalty tax, costs interest, or any fine.
- h) Audits or Investigations not legally requiring returns or where a required return has not been lodged.
- i) Any form of activity involving a review relevant to maintaining industry status, licence, membership, any form of occupational healthy and safety type compliance, similar requirements.
- j) Any form of activity involving a review of how the practising accountant or other professional assisting you undertakes their professional duties.
- k) Any form of practice or procedural audit of any of your files or those at your professional accountant or other professional assisting you.
- l) Any activity involving a government agency gathering information or data that is not part of an audit.
- m) Any activity involved in the familiarisation education, training, application, implementation, process or operation of any amendments or changes to existing, or the introduction of new, government or industry regulation.
- n) Any Mass Marketed Tax Avoidance Scheme

General Conditions - Taxation Audit

- All documents including taxation and other returns must be submitted within the time limits prescribed by all relevant statutes and regulations or as required by or on behalf of the Commissioner of Taxation unless You demonstrate that any failure to comply with any such time limit was not the result of your culpable delay or you have lawful justification for non compliance.
- If You or any person acting on Your behalf becomes aware of any error or deficiency in any information, return of income or other documentation furnished to the Commissioner of Taxation, You must notify the Commissioner accordingly without delay.
- You must make full and complete disclosure of all income as required by any relevant legislation.
- All taxes must be paid by the due date or within any extension granted by the Commissioner of Taxation.
- You must obtain our written permission and provide us with estimated costs and fees before engaging anyone other than your accountant
- You must advise us if your and /or any related entities' total annual turnover from renting residential Premises exceeds \$200,000 in the latest financial year for cover to continue.

General Policy Excesses

What you must pay if you make a claim – Excess

(Applicable to Sections 1,2 and 3)

'Excess' means the first amount you must contribute to any claim you make under this Policy. We deduct the excess shown in the Policy document or on the current Policy Schedule from the amount of your claim.

Under Sections 1, the excess for:

- malicious damage and theft by tenants is \$400 per claim
- accidental damage is \$400 per event

Under Sections 2 & 3, Insured Events excesses are:

- \$100 all States each and every claim, except earthquake or tsunami and cyclone
- \$250 – Earthquake or tsunami
- \$500 – Cyclone

or the amounts shown on your Policy Schedule, whichever are greater.

Under Section 4, there is no excess applicable, however, claims are reduced by the balance of bond monies remaining after deducting clean up costs or other expenses you are legally entitled to deduct from the bond.

Under Section 5 and 6 there is no excess applicable, unless one is shown in the Policy Schedule.

Unoccupancy

(Applicable to Sections 1, 2 and 3)

If your premises are unoccupied for more than 90 consecutive days, you must tell us and obtain our written agreement for full cover to continue. If you do not do so, the cover for Section 2.

Premises and Section 3. Contents is limited as described below.

For the period from 90 consecutive days up to 180 consecutive days of Unoccupancy the excess will be \$1,000. For any period of unoccupancy exceeding 180 consecutive days the excess will be \$2,000.

However, these higher excesses do not apply to claims directly caused by the following insured events; lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, aircraft, waterborne craft, space debris, rocket, satellite, or a branch, or earthquake even if the premises are unoccupied for a period in excess of 90 consecutive days. However, we do not insure you against any subsequent resultant damage such as rainwater entering any opening made by impact or looting subsequent to a riot.

General Exclusions Applying to this Policy

When you are not covered

(Applies to all Sections of this policy)

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. Any act(s) 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

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto 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) de jure or de facto, and which:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising

out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

Additional exclusions applying to this Policy

(Applies to Sections 1, 2, 3 and 4)

We will not pay:

- a) for loss or damage under Sections 1, 2, 3 and 4 of this Policy caused directly or indirectly by:
- you or a member of your family or a person acting with your consent or the consent of a member of your family
 - rodents, vermin, insects, wildlife (at any stage of their lifecycle)
 - any contagious or communicable animal disease
 - wear, tear, rust, corrosion, depreciation or gradual deterioration
 - inherent defects, structural defects, faulty workmanship or faulty design
 - fungus, mildew, mould or algae, atmospheric or climatic conditions (other than as described under Insured Events Storm or Rainwater and Lightning or Thunderbolt)
 - renovations, repairs, alterations or additions
 - the lawful seizure, confiscation, nationalisation or requisition of the property insured
 - destruction of or damage to property by any government or public or local authority
 - settling, shrinkage or expansion in buildings, foundations, walls or pavements
 - the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair carried out by or on behalf of you
 - damage to swimming pools or similar structures by hydrostatic pressure
 - any consequential loss other than that specifically provided by this Policy
 - tree roots
 - actions by the sea, high water, tidal wave.
- b) for loss or damage covered under insurance effected by a strata body corporate covering the same premises or contents.
- (c) (Applies to Section 1 only)
- for loss under Section 1 of this policy caused directly or indirectly by:
- riot or civil commotion
- d) (Applies to Sections 1,2 and 3 only)
- for the cost of cleaning, decorating or painting, unless structural damage covered under Section 1 or 2 of this Policy has occurred to that part of the affected property

- when property is damaged due to neglect or normal wear and tear
- for damage to swimming pool liners
- for loss or damage, caused directly or indirectly by the sea, high water or tidal wave, flood, erosion, subsidence, earth movement, landslip, atmospheric or climatic conditions, inherent defects, structural defects, faulty workmanship, faulty design or any gradual process.

'Flood' means the inundation of normally dry land by water from any watercourse, lake, canal, dam or reservoir.

- For loss or damage, caused by erosion, subsidence, earth movement or landslip, unless loss or damage is caused under Insured Event m).

General Conditions

Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

Other interests

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

Any persons whose interests you have told us about and which we have noted on your Policy Schedule are bound by the terms of this Policy.

Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

Reinstatement

Where the sum insured is reduced by the amount of any claim, the Policy will be automatically reinstated after payment by you of the appropriate additional premium.

Contribution

When a loss paid under this Policy is also recoverable under another Policy and we have paid more than our rateable share, we reserve our right to seek contribution from another insurer.

Claims

What you must do

As soon as you discover any circumstances likely to result in a claim under this Policy, you must:

- as soon as you possibly can, advise your Broker or RUA of the circumstances
- take all reasonable precautions to prevent further loss, damage or liability

- c) advise RUA in writing of any other insurances covering any interests insured by this Policy
- d) when requested by us or RUA and at your own expense provide all books, vouchers, correspondence documents, receipts relating to the possible loss
- e) deliver detailed proof of loss to RUA as soon as possible but within thirty (30) days of the loss or damage occurring
- f) send RUA every communication from anyone claiming against you
- g) not negotiate, admit, decline or pay any claim by any person
- h) provide RUA with such information and assistance as they may require to allow them to determine:
 - the circumstances of the loss which gave rise to the claim
 - the amount recoverable under the Policy, and the extent to which any other person may be responsible for the loss and to obtain reimbursement for the loss.
- i) notify the police immediately if any of your property is lost, stolen or maliciously or intentionally damaged
- j) supply RUA with all information we require to settle or defend the claim
- k) notify RUA of any other insurance covering the same loss, damage or liability
- l) if, after we have assessed your claim, you are required to enter into a contract with a third party to replace or reinstate lost or damaged items that we have agreed to pay under this policy, you will enter into that agreement with the third party as our agent unless advised otherwise
- m) advise RUA of your correct Australian Business Number & Taxable Percentage, if applicable. Any GST liability arising from your incorrect advice is payable by you. When we pay a claim, your GST status will determine the maximum amount we pay. We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

In an emergency outside normal business hours you may ring QBE's emergency service on 1800 023387 for assistance.

If in doubt at any time, ring your Broker or RUA for advice.

What you must not do

You must not:

- Authorise repairs to or arrange replacement of any of the property insured in connection with any claim without our consent, other than emergency repairs necessary to prevent further loss. If we agree to pay your claim, we will pay for these repairs, but you must retain all receipts
- Admit liability if an accident occurs which is likely to result in someone claiming against you.

What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the

conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

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

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

