



Product Disclosure Statement and EBM TenantCover Policy

Fire, storm & theft insurance for your home contents

About this booklet

This booklet is a Product Disclosure Statement (PDS) and is also the Policy Wording. Other documents may comprise the PDS and we will tell you if this is the case in the relevant document.

This booklet has two (2) parts: Important Information to help you understand the insurance, and the Policy Wording, which sets out terms and condition of the cover provided. It is up to you to choose the cover you need. Any advice in this booklet is general in nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it is right for you.

Our agreement with you

Your Policy is an agreement between you and us, made up of:

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

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- conditions and exclusions which apply to specific covers or sections;
- general exclusions, which apply to any claim you make;
- general conditions, which set out your responsibilities under this Policy;
- claims conditions, which set out our rights and your responsibilities when you make a claim; and
- other terms, which set out how this Policy operates.

Excesses

If you make a claim, you must pay the excess set out in the Policy Schedule for every claim you make which applies to that cover or section.

How much we will pay

The most we will pay for a claim is the sum insured set out in the Policy Schedule for the cover or section you are claiming under, less any excess.

Date of preparation: 01 December 2016

Date effective: 01 February 2017

QM884-1216

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

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (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 insurance solutions that are focused on the needs of policyholders.

QBE is a respected 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 Level 5, 2 Park Street, Sydney 2000.

INDEX

Important Information

Significant benefits and features

Significant risks

The cost of this Insurance Policy

Privacy Promise

The General Insurance Code of Practice

How to make a claim

Resolving complaints & disputes

Cancelling your Policy

Cooling-off information

Financial Claims Scheme

Policy Wording

Your Policy

Providing Proof

Other party's interests

How you can pay your premium

Preventing our right of recovery

How Goods and Services Tax affects any payments we make

Words with special meanings

Section 1: What 'Contents' mean

Section 2: Cover for your Contents – Insured Events

Section 3: Cover for your Legal Liability

Additional Benefits

What you must pay if you make a claim – Excess

When you are not covered

General Conditions

Claims

IMPORTANT INFORMATION

Significant benefits and features

We believe the most significant benefits of this insurance Policy are that it protects:

- (a) your household contents on a new for old basis if they are lost or damaged due to an insured event.
- (b) you for your legal liability to third parties if they claim against you for compensation or expenses which you become legally liable to pay for:
 - the death of, or bodily injury to, any person
 - the loss of, or damage to, property.

The Policy provides:

- (a) Cover for your contents up to the sums insured at the site within buildings fitted with working locks to all external doors, during the period of insurance, caused directly by any of the following insured events:
 - fire or explosion
 - storm or rainwater and flood
 - theft
- (b) Legal liability cover for \$10,000,000 which includes:
 - personal legal liability anywhere in the world for you or any member of your family.
- (c) we insure you against any claim for compensation which you or the member of your family become legally liable to pay arising out of the use of a vehicle which is not paid for by any statutory compulsory third party scheme.

The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the Policy Wording for full details of the terms and conditions of cover and exclusions.

The Policy will not cover loss or damage:

- (a) 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
- (b) resulting from or caused by:
 - inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
 - wear, tear, rust, corrosion, depreciation or gradual deterioration, mildew, mould or algae
 - any consequential loss
 - erosion, subsidence, landslide or earth movement
 - storm or wind damage to property in the open air
 - water entering the home through an opening made for the purpose of alterations, additions, renovations or repair
 -
 - the action of the sea, high water, tidal wave, tsunami.

The cover under this Policy will be void for any period in excess of 60 consecutive days during which the home has been left unoccupied and you have not obtained our written agreement.

The Policy will not insure you or your family against liabilities arising from:

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist
- (b) death or bodily injury to you or to any person who normally lives with you
- (c) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (d) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 meters in length (except canoes, surfboards, surf skis or sailboards) or motorised water craft in excess of 10 horsepower

- (e) the conduct of any activity carried on by you or your family for reward except babysitting on a casual basis
- (f) directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos
- (g) building work, construction or demolition of a building, including the home if the value of the work exceeds \$50,000
- (h) the ownership or use of any motor vehicle.

The Policy will not insure you or your family against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

These are only some of the events that are not covered by this insurance. Please read the Policy Wording for full details of all relevant Policy exclusions.

The amount of any claim made against the Policy may be reduced

- (a) where an excess applies (any applicable excess will be shown in your Policy Schedule).
- (b) where the value of an item exceeds any applicable sum insured sub limit.
- (c) where you do not comply with a condition of this Policy and this contributes to any loss or damage

You should refer to the General Conditions section in Policy Wording for full details of all the General Conditions.

Some General Conditions include:

- you must tell us about changes that increase the risk of this insurance
- you must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury
- we may agree to insure your contents only if certain specified burglary protection devices are installed. The required devices, if any, will be noted on your Policy Schedule
- you must take reasonable care to:
 - protect and maintain the property insured under this Policy
 - prevent damage or injury to others or their property
 - minimise the cost of any claim under this Policy, or
 - comply with all statutory obligations and by-laws or regulations relating to the safety of person or property.

If you do not, we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

Significant risks

This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the Policy Wording carefully. Please ask your Broker or RUA if you are unsure about any aspect of this product.

Your sum insured may not be adequate

The Policy provides replacement or reinstatement conditions for contents, up to the sum insured, which means that claims are settled without contribution for age, depreciation or wear and tear.

It is important that you read the sub-limits in the Policy Wording for items such as works of art, antiques, items of jewellery, collections, office equipment and cash. For example, there is a sub limit on jewellery of \$1,000 per item, and \$1,500 in total. If it would cost more than this to replace your jewellery as new, then this policy may not be suitable for your needs and you should consider other insurance products.

Over-insurance

If your contents are damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new.

Overdue premium

You must pay your premium on time otherwise your Policy may not operate.

If you have not paid your premium by the due date this Policy will not operate and there will be no cover.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in the Policy Wording.

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.

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.

The following factors have a significant impact on the calculation of your premium:

- geographic location
- whether or not the home has an alarm

Privacy Promise

All companies in the QBE Group are committed to safeguarding your privacy and the confidentiality of your personal information. QBE collects only that personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claim made by you. QBE will only use and disclose your personal information for a purpose you would reasonably expect. We will request your consent for any other purpose.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim. Our aim is to always have accurate and up-to-date information. When you receive a Policy Schedule, Certificate of Insurance, Renewal or other document from us, you should contact us if the information is not correct.

QBE uses the services of a related company located in the Philippines to provide Call Centre sales and claims handling, accounting and administration services to QBE in Australia.

QBE or our authorised agent may collect or disclose your personal information from or to:

- any person authorised by you;
- a mail house, records management company or technology services provider (for printing and/or delivery of mail and email, including secure storage and management of our records). These companies may be located or the records stored using 'Cloud' technology overseas, including in India, Ireland, USA or the Netherlands;
- a financier whose name appears on your Policy Schedule (for the purpose of confirming the currency of your Policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transactions or confirming payments made by you to us);
- a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);

- another insurer (to obtain confirmation of your no claim bonus or to assess insurance risks or to assist with an investigation);
- our reinsurer that may be located overseas (for the purpose of seeking recovery from them);
- a dispute resolution organisation such as the Financial Ombudsman Service (for the purpose of resolving disputes between QBE and you or between QBE and a third party);
- a company to conduct surveys on our behalf for the purpose of improved customer services; and
- an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- to a repairer or supplier (for the purpose of repairing or replacing your insured items);
- to an investigator, assessor (for the purpose of investigating or assessing your claim);
- to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- to a witness to a claim (for the purpose of obtaining a witness statement);
- to another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information (about you) may also be obtained from the above people or organisations.

In addition we will:

- give you 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; and
- provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

To obtain further information about our Privacy Policy, to request access to or correct your personal information, or to make a complaint please email: complaints@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; and
- 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 RUA 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 in the Policy Wording.

Resolving complaints and disputes

Our commitment to you

At QBE we're committed to providing you with quality products and delivering the highest quality of service.

We also know that sometimes there might be something about our products or service that you're not totally happy about.

Step 1 - Talk to us

If there's something you want to talk to us about, or if you would like to make a complaint, our staff are there to work with you to try and resolve your issue.

If you're not happy with our staff, or if you're unhappy with how our staff have responded to your complaint you can ask to speak to their Manager.

You can also make your complaint directly to our Customer Care Unit.

Phone	1300 650 503 (Office Hours Mon-Fri: 8:30-18:00)
Email	complaints@qbe.com
Post	Customer Care GPO Box 219 PARRAMATTA NSW 2124

Step 2 – Escalate your complaint

Whenever you make a complaint we will try and resolve it within 15 business days. If this hasn't happened, or if you're not happy with how our staff tried to resolve it, you can ask that your complaint be escalated to one of our Dispute Resolution Specialists.

Our Dispute Resolution Specialists will provide our final decision within 15 business days of your complaint being escalated, unless they have requested and you have agreed to give them more time.

Step 3 - Still not resolved?

If you're not happy with our decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS is a free service that resolves insurance disputes between consumers and insurers, so there'll be no cost to you. QBE is bound by FOS' decisions - but you're not. If you wish to access FOS, you can contact them:

Phone	1800 367 287 (Office Hours: 9am - 5pm Melbourne time Monday - Friday)
Email	info@fos.org.au
Post	www.fos.org.au

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 your broker or RUA.
- Where 'you' involves more than one person, we 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

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We 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.

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 55 88 49.

Your Policy

Please read your Policy carefully, and satisfy yourself that it provides the cover you require. If you want more information about any part of your Policy, please ask your Broker or RUA, whose full details appear on the front of this document.

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

Providing proof

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

- receipts or other confirmation of purchase, and
- valuations.

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 party's 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 by cash, cheque, credit card or EFTPOS.

Paying your annual premium

You must pay your annual premium by the due date. If we do not receive your premium 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.

How Goods and Services Tax affects any payments we make

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.

When we pay a claim, your GST status will determine the maximum amount we pay.

When you are:

- not registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover including GST.
- registered for GST, the maximum amount we pay is the sum insured or the other limits of insurance cover less any Input Tax Credit to which you are entitled or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number & Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

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.

GST, Input Tax Credit, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

Words with special meanings

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

If words and terms are only used in one section of the Policy, we will describe their special meaning in that section.

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

Word or Expression	Meaning
Period of insurance	The period shown on the Policy Schedule.
Policy Schedule	The schedule of insurance, or any endorsement schedule we give you.
Site	The address shown on your Policy Schedule where your contents are kept.
We, our, us	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'.
Your family	Any member of your family who lives permanently with you, including your partner.

Cover for your contents

This part of the policy contains the following three sections:

- Section 1: What 'Contents' mean
- Section 2: Cover for your Contents – Insured Events
- Section 3: Cover for your Legal Liability

Section 1: What ‘Contents’ mean

Contents

Your Policy Schedule indicates your contents sum insured.

What ‘contents’ means

‘Contents’ means, items (a) to (c) below, while they are at the site within buildings fitted with working locks on to all external doors, and which belong to you or your family or for whose loss or damage you or your family are legally liable. Contents are:

- (a) all household goods (including carpets whether fixed or not), and personal effects, but excluding cash, coins and negotiables.

‘Negotiables’ means treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments

- (b) landlord’s fixtures and fittings for which you are legally liable and fixtures and fittings installed by you for your own use

- (c) any of the following equipment if it does not require registration:

- golf buggies
- garden equipment, or
- motorised wheelchairs

What ‘contents’ does not mean

‘Contents’ does not include:

- (a) fish, birds or animals of any description
- (b) trees, shrubs and any other plant life including grass or lawns, or soil, bark or mulch (other than pot plants)
- (c) any caravan or trailer
- (d) motorised vehicles other than those listed in point (c) under the heading ‘What contents means’
- (e) watercraft
- (f) aircraft or their accessories (other than a toy, non-pilotable model aircraft)
- (g) 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
- (h) photographic and video equipment and musical instruments or musical equipment used for earning any income
- (i) any property:
- illegally in your possession
 - stored in a dangerous and illegal way, or
 - any equipment connected with growing or creating any illegal substance
- (j) items used for any commercial purpose or reward
- (k) your home or any part of your home.

Section 2: Cover for your Contents – Insured Events

What you are insured against and what you are NOT

You are insured for loss or damage to your contents caused directly by any of the ‘insured events’ which occur at the site set out in the left column of the following table (except to the extent indicated in the right column of the table). There are also some limits and exclusions described under ‘How we will pay’ and ‘When you are not covered’, which you must read.

You are insured against loss or damage caused directly by the following insured events	But not
(a) Fire or explosion	Loss or damage to any item caused by scorching, melting, or charring without flames.
(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 property in the open air; • the action of the sea, high water, tidal wave or, tsunami; ‘tsunami’ means a sea wave caused by disturbance of the ocean floor or by seismic movement • water seeping through a wall or floor; • mildew, mould or algae; • atmospheric conditions other than storm.
(c) Flood ‘Flood’ means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: <ol style="list-style-type: none"> a) a lake (whether or not it has been altered or modified); b) a river (whether or not it has been altered or modified); c) a creek (whether or not it has been altered or modified); d) another natural watercourse (whether or not it has been altered or modified); e) a reservoir; f) a canal; g) a dam. 	
(c) Theft	Loss or damage caused by: <ul style="list-style-type: none"> • theft by any person who is living at the site unless there is evidence that your home has been entered forcibly and violently. ‘forcible and violent entry’ does not include: <ul style="list-style-type: none"> - entry through a door or window that has been left open or unlocked, - where the home has been entered with the consent of the owner or occupier of the home.

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.

If your contents are damaged beyond economic repair, we will pay no more than the reasonable cost of replacement when new even if you have insured for an amount greater than the reasonable cost of replacement when new. When we pay your claim for all your contents being damaged beyond economic repair, the Policy is exhausted and comes to an end. We will not pay more than the total contents sum insured for all contents lost or damaged.

(b) If we agree to pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, we pay for the replacement with new, blank film, videos or similar (e.g. If a compact disc upon which you had photos stored is destroyed, we would replace it with a new, blank compact disc). We do not pay to reconstruct any circumstances or conditions.

(c) If we agree to pay a claim where software is lost, damaged or destroyed, we pay the cost to replace it with the nearest equivalent new software. We do not pay for any software that was acquired by you at no cost.

(d) 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.

(e) The maximum we pay on the following contents items is shown in the table below. We will pay up to the amount specified for each item.

Contents where a maximum limit applies	Maximum Limit
(a) Works of art, pictures, tapestries, rugs, antiques.	\$1,000 per item and up to a total of \$1,500
(b) Items of jewellery, gold or silver articles, furs, watches.	\$1,000 per item up to a total of \$1,500
(c) Collections of any kind.	\$1,000 per collection up to a total of \$1,500
(d) Accessories, or spare parts of motor vehicles (including motor cycles and motor scooters), caravans, trailers and watercraft NOT in or on the motor vehicle, caravan, trailer, or watercraft. We include motor vehicle keys, remote locking or alarm devices as accessories while they are not in or on the motor vehicle but we do not pay for any re-coding of devices or changing of vehicle locks.	\$1,000 in total
(e) Bicycles.	\$1,000 per bicycle

Note: Antiques

Where we pay a claim for an antique item, and the market value of the item exceeds the cost of its replacement with a new item because of its antiquity and rarity, we will treat the market value as though it is the cost to replace the lost or damaged antique with a new item provided our liability will not exceed the Maximum Limit set out in (a) above.

(f) Floor and Wall Coverings, Blinds and Curtains

For wall coverings, and carpets and other floor coverings, curtains and internal blinds, we pay only for items in the room, hall or passage where the damage occurred.

(g) Pairs and Sets

A 'pair or set' means 2 or more articles, the collective value of which exceeds the sum of their individual values.

If any item lost or damaged is part of a pair or set, we pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

Section 3: Cover for your Legal Liability

What you are covered 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, anywhere in Australia that is not related to the ownership of your home.

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.

Motor Vehicle Liability

What we insure you 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:

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

arising from the ownership, custody, or use of:

- any vehicle which is a type that is not required to be registered by law
- any motorised wheelchair

resulting from an occurrence during the period of insurance.

When we do not insure you or your family

We do not insure you or your family:

- (a) if you or your family are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme
- (b) if you or your family are entitled to be wholly or partly protected by any other policy of insurance which specifically covers the vehicle (except where this exclusion would contravene s.45 of the Insurance Contracts Act, 1985).

What you are NOT covered against

(applies to 'Legal Liability')

When we do not insure you or your family

We do not insure you or your family:

- (a) 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
- (b) against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

We do not insure you or your family against liabilities arising from:

- (a) any agreement, unless liability would have attached to you or your family if that agreement did not exist
- (b) death of or bodily injury to you or to any person who normally lives with you

In this exclusion we consider that a person normally lives with you, if that person:

- has used your home, or
- is living with you and intends or intended to use your home

as their primary residence for 60 days or more out of any 90 consecutive day period (irrespective of the commencement date of the Policy) during which there is an occurrence.

- (c) 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

- (d) damage to property belonging to you or any person who normally lives with you or to your or their employees
- (e) any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
- (f) the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower
- (g) the conduct of any activity carried on by you or your family for reward except for babysitting on a casual basis

Babysitting cannot be considered to be on a casual basis where:

- the babysitting is not of a casual nature
 - any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting
 - the income derived from babysitting is the primary or only source of the household's income
 - there is a registered business associated with the babysitting.
- (h) vibration or the weakening of, removal of or interference with support to land, buildings or other property
 - (i) building work, construction or demolition of a building, including the home if the value of the work exceeds \$50,000
 - (j) death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by you or your family
 - (k) the ownership of land, buildings or structures
 - (l) 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 any member of your family
 - (m) the lawful seizure, confiscation, nationalisation or requisition of the property insured
 - (n) destruction of or damage to property by any government or public or local authority
 - (o) any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by you, your family or a person acting with the consent of you or your family.

What we will pay

- (a) We pay up to \$10,000,000 for any one occurrence.
- (b) We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.
- (c) In addition to this amount, we pay legal costs for which we have provided prior written approval.

Additional benefits

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

We pay the additional benefit as part of the sum insured for contents:

1. Removal of debris

If your contents

- are damaged by an insured event, and
- we agree to pay a claim

we pay the reasonable costs of removal of contents debris from the site to the nearest authorised facility.

2. Change of site

If this Policy insures your contents and you are moving into a new home 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 that site 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. If you wish to insure your contents at your new address after that 30 days we must agree to insure them at that address.

You must pay us any additional premium we ask for and comply with any conditions we impose.

What you must pay if you make a claim – Excess

'Excess' means the first amount you must contribute to any claim you make under this Policy.

We deduct the excess shown in the Policy or on the current Policy Schedule from the amount of your claim.

Where a sub-limit is applicable, the excess will be applied to the claim prior to applying the sub-limit. For example; if a ring worth \$2,000 was stolen from the home, the \$1,000 per item jewellery sub-limit would apply.

If a \$300 excess was applicable, this would be applied to the \$2,000 claim, rather than the \$1,000 sub-limit. Therefore, \$1,000 would be payable. If the stolen ring was worth only \$1,000, we would pay \$700 - \$1,000 less the \$300 excess.

When you will NOT have to pay an excess

You will not have to pay an excess if we agree to pay a claim as a result of damage that renders your entire contents beyond economic repair.

When you are not covered

General exclusions applying to 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 or explosion.

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.

Sanction Limitation and Exclusion Clause

You are not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Additional exclusions applying to this Policy

These additional exclusions apply to cover for your contents:

- (a) loss or damage intentionally caused by you or a member of your family or a person acting with your consent or the consent of any member of your family
- (b) loss or damage resulting from or caused by:
 - 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
 - the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cooktop causes damage to the cooktop)
 - inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
 - wear, tear, rust, corrosion, depreciation or gradual deterioration
 - mildew, mould, algae, atmospheric or climatic conditions (other than as described under insured event, (b) storm)
 - 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
 - mechanical, electrical or electronic breakdown
 - loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error
 - any consequential loss other than that specifically provided by this Policy
 - any process of cleaning involving the use of chemicals

- rodents, vermin, birds, wildlife or insects gnawing, biting, chewing, pecking, clawing, scratching or in any way polluting or contaminating your contents

For example: If a mouse was to chew through an electrical wire, which led to a fire, the damage caused directly by the fire would be covered by this Policy under insured event (a), however any damage caused by the mouse's chewing would not be covered by this Policy.

- tree roots
- erosion, subsidence, landslide or earth movement other than as a direct result of one of the following insured events (refer to items a and b, under 'What you are insured against, and what you are NOT'):

- storm
- explosion

and occurring no more than 72 hours after the event

- the action of the sea, high water, tidal wave, tsunami 'tsunami' means a sea wave caused by a disturbance of the ocean floor or by seismic movement.

(c) loss or damage to items for sale on consignment.

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 person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

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.
- Where 'you' involves more than one person, we 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

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We 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.

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.

Changes

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples of circumstances where the risk of loss, damage or injury may increase include where:

- you are having renovations undertaken
- the home is left vacant or unoccupied for a period exceeding 60 days
- the home falls into a state of disrepair
- your home is opened up to the public for an exhibition or similar event (including if it is not for reward), or
- you are participating in a public exhibition (including if it is not for reward).

Unoccupancy

If your home is unoccupied for more than 60 consecutive days, you must tell us and obtain our written agreement for cover to continue.

If you do not do so, the cover for home and contents is void for the period in excess of 60 consecutive days during which the home has been left unoccupied.

The period of 60 consecutive days is calculated from the date when the home was last occupied regardless of the commencement or renewal date of the Policy.

'Occupied' means that the home is furnished such that it is comfortably habitable and you, your family or someone with your consent has resided in the home overnight.

To be occupied the home must:

- contain at least one usable bed/mattress
- contain at least one dining table or bench, a chair and some other furniture
- contain a functioning refrigerator
- be connected to the electricity, and
- be connected to hot and cold running water.

Salvage

We are entitled to obtain and retain any items or materials that are salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds. We may choose to sell the items or materials to you, if you agree to pay the market price for the items or materials.

Burglary protection

We have agreed to insure your contents only in buildings at the site that are fitted with working locks to all external doors.

Care and maintenance

If you do not take reasonable care to:

- protect and maintain the property insured
- prevent damage or injury to others or their property
- minimise the cost of any claim under this Policy, or
- comply with all statutory obligations and by-laws or regulations relating to the safety of person or property

we will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

Adjustment of premium on renewal

If a claim occurs in the previous period of insurance and you do not notify us until after the premium for the current period of insurance was calculated, then you must pay any additional premium that would have been calculated had you told us about the claim on the day that the claim occurred. This condition does not affect any other rights that we have, including the rights that we have under 'Your Duty of Disclosure'

Claims

What you must do

If an event happens which may give rise to a claim you must:

- take all reasonable precautions to prevent further loss, damage or liability
- notify the police immediately if any of your property is lost, stolen, or maliciously or intentionally damaged
- tell us or RUA as soon as possible. You will be provided with a claim form and advice on the procedure to follow
- supply us with all information we require to settle or defend the claim
- notify us of any other insurance covering the same loss, damage or liability
- co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person.

In an emergency outside normal business hours you may ring our emergency service on 1800 023 387 for assistance.

If in doubt at any time, ring us 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 Wording 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.



1800 661 662 | F: 1300 794 773 | enquiries@tenantcover.com.au | www.tenantcover.com.au
Elkington Bishop Molineaux Insurance Brokers Pty Ltd | ABN 31 009 179 640 | AFSLN 246986 | Est 1975