

Product disclosure statement  
& policy wording

# Landlords



Made possible by

**QBE**

**“We’re  
committed to  
protecting  
what’s  
important to  
you.”**

**How to use this booklet**

**1.  
Read it carefully**

**2.  
Call us on  
133 723  
if you have any  
questions**

**3.  
Keep it and your  
documentation  
in a safe place**

# Our commitment

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

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

## **About this booklet**

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

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

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

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

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

### **For more information or to make a claim**

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

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

### **About QBE Australia**

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 in the world.

**Need to make  
a claim?  
Call us on  
133 723**

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**“Read about  
what we need  
from you and  
what you can  
expect from  
us.”**

# Important Information

The important information in this section includes:

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

## The cost of this policy

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

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

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

### How to reduce your premium

<b>Discount</b>	<b>How to get it</b>
Choose a higher excess	Choose to pay a higher excess.
Pay your premium up front	Pay your annual premium up front rather than in instalments.
Claims experience bonus	<p>Have a good claims history at the site.</p> <p>If you're eligible for our bonus, we'll move you up one level for each year you remain claim free up to our maximum level (Level 5).</p> <p>If you make a claim, your claims experience bonus will be recalculated based on the number of claims you make.</p>
Increase your security	Install security measures above our minimum requirements.
Thanks for being a QBE customer	Renew your Policy with us every year. The discount will increase each year, up to our maximum.

## Calculating your sum insured

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

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

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

### To use our calculators

Go online at [www.qbe.com.au/personal/quote/home/owners/calculators](http://www.qbe.com.au/personal/quote/home/owners/calculators)

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

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

Refer to page 41 for more information on how this applies.

## Cooling-off period

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

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

## The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

## Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

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

## Resolving complaints and disputes

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

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

#### Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

#### Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

#### Step 3 - Still not resolved?

If you're not happy with the final 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 Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

#### *Disputes not covered by the FOS Australia Terms of Reference*

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE's Customer Care Unit, FOS or the OAIC

### How to contact QBE Customer Care

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

### How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

### How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial claims scheme

Your 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 the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.apra.gov.au">www.apra.gov.au</a>

**“Understand  
exactly what  
you're  
buying.”**

# Policy Wording

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

## Our agreement

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

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

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

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

The 'Exclusions and conditions' section sets out:

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

The 'Claims' section sets out:

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

## How much we'll pay

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

## The cover you chose

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

- 'Building'
- 'Contents'

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

'Legal liability' cover is automatically included.

## Paying your premium

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

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

### Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

### Instalment payments

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

#### *At renewal*

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

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

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

If you don't pay the missed instalment and a claim arises, then we may refuse to pay your claim.

#### *If your payment details change*

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

### Adjustment of premium on renewal

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

This condition doesn't affect any other rights we have at law or under this Policy.

## Words with special meanings

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

<b>When we say</b>	<b>We mean</b>
Building	The buildings we've described under 'Meaning of building' on page 21 including fixtures.
Bond money	Any money paid by or on behalf of the tenant held as security against any damage to the building, home unit and/or contents, rent owed, re-letting costs or any other expenses.
Collection	Objects of real or intrinsic value collected as an investment, hobby or general interest purpose and not used as a household good or personal item.
Collision	Accidents directly caused by the sudden impact of a moving body or object.
Contents	Items listed under 'Meaning of contents' on page 23.
Damage or damaged	When an item insured by this Policy is physically harmed, but not from wear and tear.
Depreciation	Reduction in value of an item or property due to wear and tear.
Earth movement	Heaving, landslide, land-slippage, mudslide, settling, shrinkage or subsidence.
Entertainment equipment	Sound or visual entertainment systems in your home including televisions, radios, projectors, CD players, DVD players, entertainment disc playing devices, digital media players, amplifiers or speakers and all accessories.
Erosion	Worn or washed away by water, ice or wind.
Family	Your spouse or partner, parent, grandparent, sibling, child or grandchild (including in each case half, step or adopted relationships). Domestic staff or a person who normally resides with you but not if they pay to stay there.
Financier	A person or entity with a security interest.
Fixtures	Fixtures described under 'Meaning of fixtures' on page 22

When we say	We mean
Flood	<p>The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ul style="list-style-type: none"> <li>• A lake (whether or not it has been altered or modified)</li> <li>• A river (whether or not it has been altered or modified)</li> <li>• A creek (whether or not it has been altered or modified)</li> <li>• Another natural watercourse (whether or not it has been altered or modified)</li> <li>• A reservoir</li> <li>• A canal</li> <li>• A dam.</li> </ul>
Fusion	Fusing or melting together the windings of an electric motor following damage to the insulating material due to overheating by an electric current.
High risk item	Items listed under 'Meaning of high risk items' on page 23
Home unit	<p>The residential lot or unit as defined by the strata legislation (including lockable storage areas) which you:</p> <ul style="list-style-type: none"> <li>• live in, and</li> <li>• either own or lease.</li> </ul>
Incident	Any insured event which results in a claim on this Policy.
Insured event	Events listed under 'Insured events' on page 28.
Lease agreement	<p>A written and enforceable agreement:</p> <ul style="list-style-type: none"> <li>• To rent your building or home unit, and</li> <li>• That's subject to and compliant with tenancy law, whether for a fixed term, periodical or a tenancy at will immediately following a lease agreement.</li> </ul>
Open air	<p>Anywhere at the site not fully enclosed by walls and a roof including:</p> <ul style="list-style-type: none"> <li>• Outbuildings unable to be secured</li> <li>• Unlocked vehicles, tents, trailers or caravans.</li> </ul>
Outdoor furniture	Furniture and domestic equipment designed to be used in an outdoor environment for domestic purposes.
Period of insurance	The period this Policy operates for as shown on your Policy Schedule.
Personal watercraft	Vessels designed to be operated by a person standing, sitting astride or kneeling upon them that use water jet propulsion with an engine in a watertight compartment.

When we say	We mean
Policy Schedule	One of the following: <ul style="list-style-type: none"> <li>• Policy Schedule</li> <li>• Renewal Schedule</li> <li>• Alteration Schedule.</li> </ul>
Premium	What you pay us to insure you. It's the cost of this Policy.
Properly maintained	Structurally sound, watertight, secure and in a good state of repair and roof guttering is regularly cleaned.
Rain	Water that falls from the sky onto your building or site. This also includes heavy, intense bursts of rainfall, usually during thunderstorms where so much water falls in a very short time that it can't get away quickly enough and collects and flows into your building, but doesn't include flood.
Rent	Money payable by your tenant under the lease agreement.
Secured	Locked so as to prevent entry other than by using violent force.
Security interest	A security interest as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
Site	Land at the address shown on your Policy Schedule on which your building stands or home unit is located, including the yard or garden used only for domestic purposes.
Specified contents	Items listed in the 'Specified contents' section of your Policy Schedule.  Specified contents are only insured while at your site.
Sporting equipment	Equipment, clothing, helmets, footwear, protective gear used when participating in recreational or competitive sport, including a bicycle, firearm, power driven vehicle or a power driven item of any kind.
Storm	Violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone or tornado.
Strata legislation	The applicable legislation in Australia which regulates strata title, such as the Strata Titles Act, Community Titles Act and Company Titles Act.
Sum insured	The amount shown on your Policy Schedule for the cover, standard benefit or optional benefit you're claiming.
Tenancy law	The law governing residential tenancies in the state or territory in which your building or home unit is located.
Tenant	A person you have a lease agreement with, including their partner, children, pets and anyone else permanently living with them.

When we say	We mean
Terrorism	Any act of any person acting on their own or in connection with an organisation or foreign government, which can involve the use of or threat of force or violence, where the purpose, by its nature or context, is to put the public or a section of the public in fear, to resist or influence a government or, to further an ideological, religious, ethnic or similar aim.
Tsunami	High tides or tidal wave caused by an earthquake, earth tremor or seismological disturbance under the sea.
Unfurnished	The building doesn't have enough furniture or furnishings for normal living needs.
Unoccupied	No-one is living in your home unit or someone is living there without your consent.
We, our and us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
Wear and tear	Damage or a reduction in value through age, ordinary use or lack of maintenance.
Works of art	Fine art such as paintings or pictures, Persian carpets, rug or wall hangings, tapestries, vases, ornaments, sculptures or other creations.
You and your	The person(s) named in your Policy Schedule as the insured.

## Meaning of building

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

## Meaning of fixtures

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

## Meaning of contents

Items covered	Items not covered
<ul style="list-style-type: none"> <li>• Furniture, furnishings</li> <li>• Carpets (whether fixed or unfixed), lino and floor rugs</li> <li>• Internal blinds, curtains</li> <li>• Household goods</li> <li>• Electronic items</li> <li>• Relocatable light fixtures not permanently secured to your building</li> </ul>	<ul style="list-style-type: none"> <li>• Personal items you own that a tenant can't use</li> <li>• Sporting equipment</li> <li>• Fish, birds or other animals</li> <li>• Lawns, hedges, trees, shrubs, plants (real or artificial)</li> <li>• Earth</li> <li>• Power driven vehicles including accessories (including helmets) and spare parts whether fitted</li> </ul>

Items covered	Items not covered
<ul style="list-style-type: none"> <li>• White goods</li> <li>• High risk items</li> <li>• Swimming pools or spas that aren't in-ground</li> <li>• Swimming pool or spa covers and accessories</li> <li>• Specified contents</li> </ul> <p>that you own and are located in your building, home unit or at the site you lease to a tenant.</p>	<p>to the vehicle or not, other than unregistered garden appliances</p> <ul style="list-style-type: none"> <li>• Personal watercraft</li> <li>• Powercraft, watercraft exceeding three metres in length, including accessories and spare parts whether fitted to the powercraft or watercraft or not</li> <li>• Aircraft or aerial devices</li> <li>• Caravans or trailers, including accessories and spare parts whether they're fitted or not</li> <li>• Illegally acquired items</li> <li>• Hovercraft</li> <li>• Water.</li> </ul>

## Meaning of high risk items

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

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

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

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

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

**“Covering your  
investment  
and your  
peace of  
mind.”**



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

- 'Building'
- 'Contents'.

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

'Insured events' are set out on page 28.

'Exclusions and conditions' are set out on page 47.

## Building

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

### What we cover

We'll cover your buildings for the 'Insured events' listed in the table on page 28.

We also give you:

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

### How much we'll pay

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

The 'Claims' section sets out:

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

## Contents

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

### What we cover

We'll cover your contents for the 'Insured events' listed in the table on page 28.

We also give you:

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

### How much we'll pay

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

When you claim for high risk items, the most we'll pay is up to the limit shown in the 'Meaning of high risk items' table on page 23. The most we'll pay in total for all unspecified high risk items is the high risk item limit shown on your Policy Schedule.

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

The 'Claims' section sets out:

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

## Insured events

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

Insured event	What we'll cover	We won't cover
Fire	Damage caused by a fire.	Damage: <ul style="list-style-type: none"> <li>• Caused by charring, melting or scorching as a result of fire without the presence of flames</li> <li>• From ash, soot or smoke</li> <li>• To heat resistant items and any fittings or attachments on or in them if the fire only caused damage to that item.</li> </ul> Examples of heat resistant items include cooking appliances, irons, toasters, microwave ovens, heaters, clothes dryers, electric kettles, chimneys, fireplaces, ovens and potbelly stoves.
Explosion	Damage caused by an explosion.	The item that exploded.
Lightning or thunderbolt	Damage caused by: <ul style="list-style-type: none"> <li>• A direct lightning strike or thunderbolt</li> <li>• A power surge caused by lightning.</li> </ul>	Damage: <ul style="list-style-type: none"> <li>• If there's no visible evidence of damage</li> <li>• Where the Australian Bureau of Meteorology has no record of lightning or thunder in your area at the time the damage occurred.</li> </ul>
Earthquake or tsunami	Damage caused by earthquake or tsunami.  All damage occurring within a 48 hour period will be regarded as one incident.	Damage caused by a wave that arises from any event other than a tsunami.

Insured event	What we'll cover	We won't cover
Theft	Theft or attempted theft.	<p>Theft or attempted theft:</p> <ul style="list-style-type: none"> <li>● From a motor vehicle, caravan or trailer not at your site</li> <li>● By you, your family, your tenants or someone at your site with your consent or the consent of someone who: <ul style="list-style-type: none"> <li>○ Lives with you, or</li> <li>○ Was in temporary possession of your building with your permission.</li> </ul> </li> </ul> <p>Any more than \$5,000 for your outdoor furniture, and \$1,500 for your other contents if these items are in the open air at your site.</p>
Vandalism and malicious damage	Damage caused by vandalism or malicious damage.	<p>Vandalism or malicious damage by you, your family, your tenants or someone at your site with your consent or the consent of someone who:</p> <ul style="list-style-type: none"> <li>● Lives with you, or</li> <li>● Was in temporary possession of your building with your permission.</li> </ul>
<p>Water or other liquid</p> <p><i>(Continues on next page)</i></p>	<p>Damage caused by water or other liquid which suddenly escapes from your or your neighbours:</p> <ul style="list-style-type: none"> <li>● Plumbing system</li> <li>● Bath, fixed basin or sink</li> <li>● Fixed heating or cooling system</li> <li>● Roof gutter or downpipe</li> <li>● Shower recess</li> <li>● Tank</li> <li>● Toilet system</li> <li>● White goods</li> <li>● Above ground swimming pool or spa.</li> </ul>	<p>Damage:</p> <ul style="list-style-type: none"> <li>● Deliberately caused by you, your family or another person with consent</li> <li>● Due to failed grouting</li> <li>● To your swimming pool or spa due to hydrostatic pressure</li> <li>● Due to overflowing gutters or guttering if your building hasn't been properly maintained</li> </ul> <p>For example, we won't pay for damage because you don't regularly remove leaves and other debris from your gutters, particularly when rain is expected.</p>

Insured event	What we'll cover	We won't cover
<p>Water or other liquid</p> <p><i>(Continued from previous page)</i></p>	<p>We'll also cover damage caused by water or other liquid which suddenly escapes from:</p> <ul style="list-style-type: none"> <li>● The road gutter or curbing</li> <li>● A water main or pipe.</li> </ul> <p>If this Policy insures your building and we accept your claim, we'll pay a reasonable cost to:</p> <ul style="list-style-type: none"> <li>● Find the source of the leak</li> <li>● Remove and repair the damaged section of your building (and only this section).</li> </ul>	<ul style="list-style-type: none"> <li>● If your building hasn't been properly maintained</li> <li>● Due to a gradual process, such as, condensation, rising damp or splashing. You must fix any faults immediately.</li> </ul> <p>Costs to:</p> <ul style="list-style-type: none"> <li>● Fix leaks</li> <li>● Replace lost water</li> <li>● Repair or replace defective parts or items that caused the damage, or the cost of lost water as a result of a leak</li> </ul> <p>For example, we won't pay for a new dishwasher hose that broke.</p> <ul style="list-style-type: none"> <li>● Fix defects in the design or construction of a system</li> <li>● Repair or replace a defective part</li> <li>● Replace undamaged property to create a uniform appearance</li> </ul> <p>For example, we'll only pay to replace tiles damaged when finding a leak. If you can't find matching tiles to repair the hole, you'll need to pay for any extra ones you buy; ie: if you replace a whole wall of tiles we'll only pay for the damaged section.</p>
<p>Collision</p>	<p>Damage caused from collision with part of:</p> <ul style="list-style-type: none"> <li>● An aircraft</li> <li>● A hovercraft</li> <li>● A spacecraft, a satellite or any space debris</li> <li>● A train</li> <li>● A vehicle, trailer or caravan</li> <li>● Any watercraft.</li> </ul>	<p>Damage caused by:</p> <ul style="list-style-type: none"> <li>● Wheels or tyres to paths, driveways or underground services</li> <li>● Collision with any other items or objects.</li> </ul>
<p>Falling tree, branch or aerial</p> <p><i>(Continues on next page)</i></p>	<p>Damage caused by a falling tree, branch, television, radio or satellite aerial.</p> <p>We'll also pay reasonable costs:</p> <ul style="list-style-type: none"> <li>● To remove fallen trees or branches from inside your building and take them to the nearest permissible</li> </ul>	<ul style="list-style-type: none"> <li>● Damage caused by tree lopping or felling by you or done with your consent</li> <li>● Costs of repairing television, radio or satellite aerials fittings or masts that caused the damage.</li> </ul>

dumping ground so the damage can be dealt with. We'll only pay the costs if the object caused damage to your building or contents

- For felling, pruning or stump removal if your building is damaged.

Insured event	What we'll cover	We won't cover
Damage by animals	Damage caused by collision of animals not kept at your site.	Damage caused by animals: <ul style="list-style-type: none"> <li>• Eating</li> <li>• Chewing</li> <li>• Clawing</li> <li>• Pecking</li> <li>• Scratching</li> <li>• Soiling</li> <li>• Fouling</li> <li>• Polluting in any way.</li> </ul>
Riot	Damage caused by riot, civil commotion, industrial or political demonstration.	
Storm, rain or flood  <i>(Continues on next page)</i>	Damage caused by storm, rain or flood.	Damage caused by: <ul style="list-style-type: none"> <li>• Water penetrating or entering your building if it's not properly maintained and/or existing damage hasn't been repaired</li> </ul> <p style="margin-left: 40px;">For example, water entering your building through a cracked roof tile you haven't repaired.</p>

Insured event	What we'll cover	We won't cover
<p>Storm, rain or flood</p> <p><i>(Continued from previous page)</i></p>		<ul style="list-style-type: none"> <li>• Water penetrating or entering your building because of a design fault, structural defect or defective workmanship</li> <li>• Water entering your building through an opening in the wall or roof made for the purpose of alterations, additions, renovation or repair</li> </ul> <p style="margin-left: 40px;">For example, if an opening is made in your building as part of renovations we won't continue to insure you against any storm, rain or flood damage unless the builder covers this opening with a tarpaulin in a workmanlike way at every possible opportunity.</p> <ul style="list-style-type: none"> <li>• Residue deposited by rain on your building</li> <li>• The seas or high tides</li> <li>• Erosion or earth movement</li> <li>• Lightning or thunderbolt</li> <li>• Power surges or an interruption to the power supply</li> </ul> <p>Note: Cover for lightning or thunderbolt is provided under the insured event Lightning and thunderbolt on page 28.</p> <p>Damage to:</p> <ul style="list-style-type: none"> <li>• Gates</li> <li>• Fences</li> </ul> <p>Note: Cover for storm and flood damage to gates and fences is provided under the standard benefit 'Storm and flood damage to gates and fences'. See page 42 for more information.</p> <ul style="list-style-type: none"> <li>• Privacy screens or retaining walls</li> <li>• Shade-cloth, shade-sails, PVC blinds or umbrellas</li> <li>• Swimming pool or spa covers, solar covers or plastic liners (including vinyl)</li> <li>• Swimming pools or spas as a result of hydrostatic pressure</li> </ul>

- Electrical or mechanical equipment in the open air, unless the equipment is designed to be weatherproof
- External paintwork, treated surfaces or finishes caused by water as long as it's the only damage done to that part of your building.

Insured event	What we'll cover	We won't cover
Glass breakage	<p>If we insure your building, accidentally broken glass that forms part of:</p> <ul style="list-style-type: none"> <li>● Windows or skylights</li> <li>● Doors</li> <li>● Permanent lighting fixtures</li> <li>● Shower screens</li> <li>● Balcony surrounds or pool fences</li> <li>● Oven doors, stove tops or cooking surfaces</li> <li>● China bathroom or toilet fittings</li> <li>● Other glass that forms part of your building.</li> </ul> <p>If we insure your contents, accidentally broken glass that forms part of:</p> <ul style="list-style-type: none"> <li>● Furniture</li> <li>● Wall mirrors</li> <li>● Light fittings</li> <li>● Your contents.</li> </ul>	<p>Glass that's:</p> <ul style="list-style-type: none"> <li>● Crockery</li> <li>● A vase or ornament</li> <li>● Glassware</li> <li>● Part of a glass house or conservatory</li> <li>● Part of a clock, picture, television set, radio or computer monitor</li> <li>● Worn or carried by hand.</li> </ul> <p>For example, spectacles, watches and items carried by hand such as cameras and binoculars.</p>

## Legal liability

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

### What we cover

#### Building cover legal liability

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

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

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

#### Contents cover legal liability

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

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

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

#### *Strata owners*

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

- In your home unit, or
- At your site

arising from an incident occurring during the period of insurance.

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

### How much we'll pay

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

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

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

You must pay your excess before we pay a claim.

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

## Building and contents covers standard benefits

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

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

Benefit	What we give you	We won't cover
<p>Essential temporary repairs</p>	<p>Up to \$500 towards the cost of:</p> <ul style="list-style-type: none"> <li>If you have building cover, essential temporary repairs to your building after damage by one of the 'Insured events' listed on page 28.</li> </ul> <p>For example: placing a tarpaulin over your roof if it was damaged in a storm exposing your building to further damage.</p> <ul style="list-style-type: none"> <li>If you have contents cover, essential temporary repairs to your contents after damage by one of the 'Insured events'.</li> </ul> <p>You can go ahead with these repairs without our consent. However, if they cost more than your allowable limit you must call us to obtain consent. If you're unsure, give us a call and we'll help.</p>	
<p>Fusion of electric motors</p> <p><i>(Continues on next page)</i></p>	<p>Up to \$2,000 towards the cost of repairs to a household electric motor if it:</p> <ul style="list-style-type: none"> <li>Has been burnt out by fusion, and</li> <li>Is part of a machine or appliance that's also part of your building and/or contents insured by your Policy.</li> </ul> <p>If it's not economical to repair your motor we'll replace it or pay what it'd cost us to replace it.</p>	<ul style="list-style-type: none"> <li>Motors more than 15 years old from the date of purchase when new, or more than 15 years old from the date of rewinding</li> <li>The cost of retrieving, removing or replacing the pump section of pool or pressure pumps or the cost of retrieving submersible pumps or their driving motors</li> <li>Electronic controllers or other electronics</li> <li>Hiring a replacement machine or appliance</li> <li>Leakage of refrigerant driers.</li> </ul>

		<p>Repairing or replacing:</p> <ul style="list-style-type: none"><li>● Electrical contacts that spark or arc in ordinary working</li><li>● Mechanical parts</li><li>● Motors under manufacturers' guarantee or warranty</li><li>● Parts in a radio, television, computer, video recorder, microwave oven, sound recording and playing equipment, amplifying or transmitting device, electronic equipment, control panels or any other device or instrument</li><li>● Starter switches, lighting or heating elements, fuses or protective devices</li><li>● Transformers.</li></ul>
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Benefit	What we give you	We won't cover
Fusion of electric motors  <i>(Continued from previous page)</i>	<b>Depreciation:</b>  We'll apply depreciation at a rate of 20% for every year over 10 years.	Repairing or replacing: <ul style="list-style-type: none"> <li>• Electrical contacts that spark or arc in ordinary working</li> <li>• Mechanical parts</li> <li>• Motors under manufacturers' guarantee or warranty</li> <li>• Parts in a radio, television, computer, video recorder, microwave oven, sound recording and playing equipment, amplifying or transmitting device, electronic equipment, control panels or any other device or instrument</li> <li>• Starter switches, lighting or heating elements, fuses or protective devices</li> <li>• Transformers.</li> </ul>
Inflation adjustment	We'll increase your building sum insured and your contents sum insured by 0.4% per month until you next renew your Policy.	

## Building cover standard benefits

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

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

Benefit	What we give you	We won't cover
Building materials awaiting installation	<p>Up to \$2,000 towards the cost of loss or damage caused by one of the 'Insured events' to building materials awaiting installation at your site you live at and which you intend to use for repairs, alterations or additions.</p> <p>We'll only pay this benefit once in the period of insurance.</p>	<p>Loss or damage to:</p> <ul style="list-style-type: none"> <li>• Soil, sand, gravel, bark, mulch or similar materials</li> <li>• Gas or electrical appliances, unless they're in a locked and fully enclosed building at your site and can't be seen from outside.</li> </ul>
Building sum insured safeguard	<p>We'll increase your building sum insured by up to 30% if we declare your building a total loss where:</p> <ul style="list-style-type: none"> <li>• the damage was caused by a catastrophic event and the cost of repairs or replacement is more than your sum insured because of higher demand for materials and labour in the affected area, or</li> <li>• you correctly used the <a href="#">QBE Home Building Calculator</a> on our website and it estimated an inadequate sum insured for your building, provided: <ul style="list-style-type: none"> <li>◦ you can give us a copy of the calculator report or otherwise demonstrate you used it correctly,</li> <li>◦ you used no less than this amount to set your building sum insured, and</li> <li>◦ at the time of the loss, your building was substantially the same as when you used the calculator (ie. you haven't added to it or extended it), and</li> <li>◦ you haven't reduced any sum insured we've offered via a Renewal Schedule since you used the calculator.</li> </ul> </li> </ul> <p>'Catastrophic event' means a major and sudden event:</p> <ul style="list-style-type: none"> <li>• Covered by your Policy, and</li> <li>• Declared a natural disaster by a government authority.</li> </ul> <p>This benefit is paid in addition to your building sum insured.</p>	<p>This benefit only relates to your building and doesn't apply to any other insured property, section, standard benefit or other feature of your Policy.</p>

Benefit	What we give you	We won't cover
Environmental upgrades - building	<p>Up to \$2,500 if we declare your building a total loss and you'd like to make improvements to your replacement building to make it more environmentally friendly (eg installation of a rain water tank, skylight or insulation).</p> <p>We'll only pay this benefit once in the period of insurance.</p>	<p>Costs in addition to your building sum insured for replacement of items or equipment already installed in or on your building.</p>
Mortgage discharge	<p>The legal costs to discharge any mortgage on your building and your site if we declare your building a total loss.</p> <p>This benefit is paid in addition to your building sum insured.</p>	
Storm and flood damage to gates and fences	<p>Up to \$10,000 towards the cost of loss or damage to gates and fences at your site caused by:</p> <ul style="list-style-type: none"> <li>● Storm, but only where: <ul style="list-style-type: none"> <li>○ The accompanied wind velocity is greater than 75KM/hour as recorded at the nearest BOM weather station, and</li> <li>○ Damage is evident to other properties in the vicinity of your building from the same incident, or</li> </ul> </li> <li>● Flood.</li> </ul>	<p>Gates and fences in a poor or damaged condition immediately before the incident.</p> <p>More than half the cost of repairing or replacing a dividing fence.</p> <p>Damage to gates and fences caused by:</p> <ul style="list-style-type: none"> <li>● Wind unaccompanied by storm</li> <li>● Being incorrectly installed.</li> </ul>

## Contents cover standard benefits

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

Benefit	What we give you	We won't cover
Loss of rent - Contents	<p>Up to:</p> <ul style="list-style-type: none"> <li>12 months from the time of damage, or</li> <li>10% of the contents sum insured</li> </ul> <p>whichever is less, towards the rent you:</p> <ul style="list-style-type: none"> <li>Actually lose, if you had leased out your building, or</li> <li>Would've lost if you can show that you would've leased it out,</li> </ul> <p>if your building is a strata building and we've:</p> <ul style="list-style-type: none"> <li>Accepted your contents claim, and</li> <li>Agree your strata building or home unit isn't fit to live in.</li> </ul> <p>We'll stop paying this benefit at the time:</p> <ul style="list-style-type: none"> <li>Your building is built, repaired or replaced</li> <li>Our building would've been repaired had you elected to do so</li> </ul> <p>whichever is earlier.</p> <p>This benefit is paid in addition to your contents sum insured.</p>	
Environmental upgrades - Contents	<p>Up to \$500 per item we've accepted a claim for if you ask us to contribute to the cost of new appliances with a better environmental rating.</p> <p>For example, we've accepted your claim and agreed to your two star energy rated washing machine being replaced with a three star energy rated machine.</p> <p>The most we'll pay is \$2,500 per period of insurance.</p>	Costs that aren't in connection with a claim we've accepted under your Policy.
Strata title home owners - Fixtures	We'll cover fixtures you installed in your strata title unit.	Items covered by any other insurance policy.

## Optional benefits

You can also buy any or all of the optional benefits shown in the table below for an additional premium.

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

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

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

Benefit	What we give you	We won't cover
Theft and vandalism by tenants to your building	We'll pay the cost of loss or damage to your building or your contents as a result of either of the 'Insured events' - 'Theft' (page 29) or 'Vandalism or malicious damage' (page 29) caused by a tenant.	
Theft and vandalism by tenants to your contents	<p>You can only buy the optional benefit applicable to the Cover you have under this Policy.</p> <p>The most we'll pay is \$10,000 for your buildings and \$10,000 for your contents. If you buy both of these benefits, because you have Building cover and Contents cover, we won't apply any unused portion of your building benefit towards your contents benefit and vice versa.</p>	

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

**“It's important  
to understand  
the  
circumstances  
when you  
won't be  
covered.”**

# Exclusions and conditions

This section of the booklet sets out:

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

## Building and contents cover exclusions

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

### Insured events

The specific things we don't cover for each insured event are set out in the 'Insured events' table on page 28.

### Unoccupancy

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

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

You can call us on 133 723 to request continued cover for your home while it's unoccupied. If we agree to continue your cover, we may ask you to pay an additional premium or impose conditions or exclusions.

## Legal liability exclusions

These exclusions apply to claims made under 'Legal liability' cover.

### We won't cover

Aggravated, exemplary or punitive damages (including interest and costs).

Claims that could be made under workers compensation or any accident compensation scheme.

Fines or penalties (including interest and costs).

Legal liability for bodily injury or death to:

- You or your family, or
- An employee arising out of or during the course of employment with you or your family.

Loss or damage arising from:

- A breach of a statutory provision
- An agreement, unless you or your family would've been liable in the absence of the agreement
- Either you or your family owning or occupying land or buildings not listed on your Policy Schedule
- Libel, slander, defamation or malicious falsehood
- Reckless, deliberately harmful or damaging acts by:
  - You or your family
  - A person with the consent of you or your family.

Loss or damage arising from or in connection with:

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

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

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

## General exclusions

These general exclusions apply to all sections of this Policy.

### What we won't cover

#### If the incident arises from or is connected with:

- A deliberate act by you, your family or another person with your express or implied consent to cause the item to be lost or damaged
- Wear and tear, depreciation, deterioration
- Damage caused by atmospheric conditions, mould, mildew, insects, vermin, action of light, rot or inherent defect
- Previous damage that hasn't been repaired
- You or your family illegally keeping explosives, flammable or combustible substances
- A process of cleaning, repairing, restoring or altering.

### Financial or consequential loss

#### What we won't cover

Any financial or consequential loss

#### For example, but not limited to

Financial or consequential loss when business records are stolen and you suffer financially.

### Operation of law, war or nuclear material

#### What we won't cover

#### If the incident arises from or is connected with:

- Lawful seizure, repossession or other operation of law
- Invasion, war, civil war or rebellion
- Nuclear weapons, nuclear fuel, waste or material
- Acts of terrorism where such act is directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.

### Sanctions limitation and exclusion clause

#### What we won't cover

You're 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.

## General conditions

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

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

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

### Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

### Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy
- Comply with all laws.

### Changes to your circumstances

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 include:

- Moving address
- Changes in the occupancy of your building
- Additions or renovations you're planning

You'll also need to consider the level of your sum insured when making changes such as:

- Purchasing new items that increase the value of your contents (you'll need to revise your contents sum insured)
- Additions or renovations to your building (you'll need to revise your sum insured)
- Purchasing a high risk item worth more than the stated limit as set out in the 'High risk items' table on page 23.

### Construction, renovations, alterations or repairs

You need to contact us and provide details before you start any construction, renovations, alterations or repairs to your building. If we agree to insure you while this is happening, we'll confirm in writing and may require an additional premium.

We don't insure buildings in the course of substantial construction, renovation, alteration or repair. If this happens to your building, your Policy will be cancelled by us and any unused premium returned to you.

**Other interests**

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

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

**Other party's interests**

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

## Other terms

These other terms apply to how your Policy operates.

### Canceling your Policy

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

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

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

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less any administration fees.

### Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

### Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

### Notices

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

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

**“Here's what to do if you want to claim on your policy.”**

# Claims

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

This section includes:

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

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

### What to do after an incident

**Prevent further loss or damage**

**Inform the Police** if something was stolen or vandalised, or if you're required by law to do so

**Take details** of other people involved in an incident or any witnesses to it

**Call us** as soon as possible

**Complete a claim form** if we require it

**Provide information** in support of your claim, including letters or notices given to you by another party

**Pay your excess**

### What not to do after an incident

**Admit guilt or fault** except in a Court or to the Police

**Offer or negotiate** to pay a claim or make repairs

**Admit liability**

**Dispose of damaged items** unless we've said you can

**Authorise repairs** except for essential temporary repairs

**Delay telling us about an incident** as it may reduce the amount we pay for your claim

**Give us false or misleading information**

## How a claim affects your sum insured

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

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

## Settling building claims

If we accept your claim, at our option we'll pay for reasonable costs of repairing, rebuilding or replacing your building to its condition when it was either new or last renovated, altered or restored.

We'll repair up to the nearest archway, doorway or similar entry and exit point. We won't pay for undamaged materials in any adjoining rooms.

We won't pay for undamaged parts, even to restore those undamaged parts to achieve a uniform appearance.

### Matching materials

We'll pay reasonable costs to match existing materials when we pay to rebuild or repair your building, except when matching materials can't be found locally. If this is the case, we'll only pay for the nearest equivalent materials.

### Delays in rebuilding

If you don't start rebuilding within six months from the date when the loss or damage occurred we'll only pay what it would have reasonably cost to repair, rebuild or replace your building at the time the loss or damage occurred.

We'll give special consideration for any exceptional circumstances beyond your control if you can't commence rebuilding within six months.

### Rebuilding at an alternative location

You may choose to have your building replaced at another site if it's a total loss. We won't pay more than what the cost would've been at your original site.

### Repairer information

We have the right to nominate the repairer or supplier to be used.

## Settling contents claims

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

At our option we'll either repair or replace your contents if we accept your claim.

The most we'll pay is the contents sum insured, and the individual item limit for certain items.

Claim settlement	What we pay
Repair	The reasonable cost of repair.
Replace	The cost to replace your item with a new one that's substantially the same if it can't be economically repaired (up to the item sum insured).
Cash settlement	Your Policy is designed to repair or replace stolen or damaged items. If we agree this isn't possible, we'll pay you either retail value or the limit for that item (whichever is less), depending on your cover.  If we agree to pay for an item instead of repairing or replacing it, we'll only pay you the amount you would've received from a licensed second hand dealer, up to the applicable limit.

We treat these items differently when we decide to repair or replace them.

Item	What we pay
High risk items	The reasonable cost to repair or replace the item up to the limit shown in the 'Meaning of high risk items' table on page 23.
Specified contents	The reasonable cost to repair or replace the item up to the sum insured listed on your Policy Schedule.
Carpet	Only the cost to repair or replace the carpet in the room, hallway or passageway where loss or damage occurred.
Pairs and sets	The reasonable cost to replace or repair a particular item that's part of a pair, set or collection. We won't pay for any special value an item may have as part of a pair, set or collection.  If you've specified an item, we'll only pay a portion of the specified sum insured equal to the proportion of the pair, set or collection the item represents.

### Repairer information

We have the right to nominate the repairer or supplier to be used.

## Total loss

Your cover ends if we settle a claim and pay the total sum insured. We don't refund any amount for the cover that we've paid the total loss claim for.

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

If you paid your premium in full when you took out your Policy, we don't refund any amount after we've paid a claim for a total loss. This is because we've fulfilled our contract to you by making this payment.

If you pay your premium in instalments, any payment we make to you will be minus the instalments you're yet to pay. This amount is the difference between what you've already paid us (via your instalments) and what you would've paid us for the remainder of the insured period. This amount will either be deducted from a completed claim or paid by you before we settle your claim.

If you have other contents insured under your Policy, your instalments will be reduced because there'll be less contents to cover. This lasts until your Policy renewal date, which you can find on your Policy Schedule.

### Mortgagee's rights

If a mortgagee is named on your Policy Schedule and we're settling the claim on a cash basis, we reserve the right to pay all or part of the payment to the mortgagee.

The amount we pay to the mortgagee will be either:

- the amount owing on the mortgage (with any balance paid to you), or
- the amount we agree to pay in settlement of the claim.

A payment made to a mortgagee will satisfy our obligation to you for the amount paid.

### Financier's rights

If a financier has a security interest in your property (including your contents or specified portable contents), we'll pay:

- The financier your sum insured, up to the amount required to discharge your loan or finance agreement, and
- You any remaining balance of your sum insured.

## Excesses

An excess is an amount you pay us whenever you make a claim.

Your Policy Schedule sets out the excess amounts you have to pay. We deduct the excess from the amount of your claim.

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

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

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

### How your excess is paid for items with limits

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

For example:

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

## Claims conditions

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

### Claims experience bonus

If you hold a claims experience bonus and you make a claim under your Policy, for each claim you make we'll reduce your claims experience bonus by two levels at your next renewal date.

### Contribution and other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

### Salvage

We're entitled to obtain and retain any items or materials 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, provided you agree to pay market price.

### Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following:

- Instruction manuals
- Guarantee or warranty certificates
- Catalogues
- Make, model and serial numbers
- Photographs or video film of the item/s.

### GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

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

When a claim is made we have the right, at our discretion, to exercise all the legal rights of the person making the claim relating to the incident and to do so in their name. We'll take full control of the administration, conduct or settlement of the claim including any recovery or defence we think is necessary.

We'll also report any suspected fraudulent act to the Police for further investigation.

## **Subrogation, recovery action & uninsured loss**

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

## **Preventing our right of recovery**

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.



**For enquiries, claims and customer service call 133 723  
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