

Territory Landlord Insurance



Product Disclosure Statement

What your policy is made up of

Your policy is made up of these documents:

- this Product Disclosure Statement and Policy Document (PDS). The PDS is designed to provide information about the policy, to help you decide if it's what you need. We are required to provide a PDS under the Corporations Act;
- your Policy Schedule. Your policy schedule sets out who is insured, the cover(s) selected, the period of insurance, the premium payable, sums insured, limits of liability, excesses and other important information;
- any Supplementary PDS that applies. If we vary the PDS, we may issue a Supplementary PDS with the changes; and
- any other policy documents we specify. We may issue other documents that vary or modify the policy.

The policy provides a number of covers which may or may not be provided to you as a retail client under the Corporations Act 2001 (Cth) depending on your circumstances. Only the parts of the policy document relevant to cover provided to you as a retail client and any other documents which we tell you are included, make up the PDS for the purposes of the Act.

This PDS (together with any amendments, updates or endorsements that we give you in writing which may vary it) will also apply for any offer of renewal we make, unless we tell you otherwise or issue you with a new and updated PDS.

Updates to the PDS

We may need to update this PDS from time to time. We'll do this if certain changes occur, and we are required and permitted by law to do so.

We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes. You can get a paper copy of any changes free of charge by contacting us using the contact details on the back of this PDS.

General Advice Warning

It is up to you to choose the cover you need. Because we and our representatives do not advise you on whether this policy is specifically appropriate for your objectives, financial situation or needs, you should carefully read this document before deciding.

Prepared on 23 September 2019

Insurance issued by Allianz Australia Insurance Limited AFS Licence No. 234708,
ABN 15 000 122 850 trading as Territory Insurance Office (TIO)
of 24 Mitchell Street, Darwin NT 0800

Welcome

TIO's Landlord Insurance offers protection for your investment property, including the buildings and specified contents you provide for your tenants use. Depending on the cover you choose, your policy can protect you from financial loss if your buildings are damaged or destroyed, or if your contents are damaged, stolen or lost.

It's all about peace of mind

For most of us, insurance is all about peace of mind, knowing that if something goes wrong, you have protection in place to help get through it.

Here are some of the important ways Territory Landlord Insurance can help give you peace of mind:

Cover for the unexpected

We offer protection for out of the ordinary but devastating events such as fire, cyclone, storm, flood, hail and burglary.

Optional cover to suit your needs

We offer a range of optional covers to suit your needs, including rent default and theft by tenant cover and disaster cover.

24/7 emergency claims assistance

When you need to make a claim, we are there for you with a 24 hour claims line – helping you get back on track as soon as possible. Call 131 846 any time for assistance with your claim.

Local contact centre, claims team and assessors

TIO's head office is based in Darwin, our customers choose us because we're local and understand Territory conditions. Because we're based in the Territory, we're already on the ground and ready to respond to our customers and community when events happen. We've been helping Territorians since 1979.

Register for severe weather alerts

Sign up for severe weather alerts at www.tiofi.com.au/alerts and receive tailored alerts via SMS based on your postcode, so you can prepare for whatever Mother Nature throws in your path.

Your cover options

We offer the following types of landlord insurance cover:

Buildings cover	Contents cover	Optional covers
<p>Protect your buildings inside and out for loss or damage caused by one or more of 14 incidents.</p> <p>Go to page 28.</p>	<p>Protect the contents that you own as the landlord (or for which you are legally responsible) and keep at the insured address for the use of your tenant for loss or damage caused by one or more of 14 incidents.</p> <p>Go to page 38.</p>	<ul style="list-style-type: none">• Rent Default and Theft by Tenant• Disaster cover <p>Go to page 44.</p> <p>Note: eligibility criteria may apply</p>
Legal liability cover		
<p>If you take Buildings and/or Contents cover you'll also automatically receive Legal Liability cover. This cover can protect you if you are found liable to pay compensation to someone because you have accidentally injured them or damaged their property during the period of insurance.</p> <p>Go to page 51.</p>		

What you're covered for

Whilst there are some things we don't cover (see the exclusions within each insured incident and General Exclusions on pages 54 to 57), we'll cover you for damage to your insured property as a result of any of these incidents:



Accidental damage

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Fire or smoke (including bushfires and grassfires)

Go to page 17



Storm, storm surge, cyclone, rainwater or run-off

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Water or other liquid damage

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Theft or burglary

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Explosion

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Accidental breakage of glass or ceramic items

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Impact damage

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Vandalism or malicious damage

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Lightning

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Earthquake or tsunami

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Riot or civil commotion

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Flood

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Motor burnout

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Optional covers

You can also upgrade your policy to include cover for:



Rent Default and Theft by Tenant

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Disaster cover

Go to page 50

The optional covers you select will be shown on your policy schedule.

What does it mean if I take the Rent Default and Theft by Tenant cover option?

The optional cover provides even more protection - it covers you against loss of rent if your tenant defaults on their rent payments, permanently departs without giving notice, dies or experiences hardship. Cover is also provided if loss or damage is caused by theft, burglary or housebreaking by your tenant or their invitees.

Here are some examples of the sort of incidents you'll be covered for if you take this option:

If you have Buildings and/or Contents cover



You suffer loss of rent after your tenant defaults on rent payments during the period of insurance and fails to make good the default after you have issued the appropriate notices which may be required.



Invitees of your tenant steal a barbeque that belongs to you as the landlord.



Cleaning costs, up to \$300, if your tenant departs from the building without notice and your carpets are stained which prevent your property from being re-let.

This is a high level snapshot only. For information on what is covered and what is not covered – and for limits and excesses that apply – please read the whole of this PDS, your policy schedule and any other documents that make up your policy.

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Understanding your policy

Which cover do I need?

Buildings and/or Contents cover — what's the difference?

Here's a brief outline of the difference between Buildings and Contents cover, to help you decide the cover you need.

Buildings cover	Contents cover
<p>Designed to cover the physical structures that make up your property, like the house itself, garage, sheds, swimming pools and decks.</p> <p>Generally for customers who own a freehold property – like a house, town house, terrace or semi-detached dwelling.*</p> <p>See pages 30 to 31 for a detailed list of what we define as buildings.</p>	<p>Designed to cover items at your property – from furniture, removable domestic appliances and white goods which belong to you as the landlord and that you have provided for the use of your tenant.</p> <p>It also covers your carpets and window furnishings.</p> <p>See page 40 for a detailed list of what we define as contents.</p>
<p>*Customers with a strata, company or community titled property should consider whether they need buildings insurance as in some cases buildings cover may be the responsibility of the body corporate or similar.</p>	

How Buildings and Contents insurance work together

If you take both Buildings and Contents insurance here's how they can work together if the unexpected occurs:



Your house burns down. You could lose all your buildings, and everything in them. With adequate sums insured under Buildings and Contents covers, you could rebuild and replace your insured belongings.



A fire damages your kitchen. You could repair or rebuild built-in damaged parts of your kitchen, such as benchtops, with Buildings cover. Then you could replace damaged items like blinds and removable domestic appliances under your Contents cover.



A thief smashes your window, breaks the lock and steals your belongings. You can fix the window and lock through your Buildings cover and replace the items that were stolen, which belong to you and which you provide for your tenants use, under your Contents cover.

You will only have to pay the applicable excess(es) once if your buildings and contents are damaged by the same insured event. The applicable excesses can be made up of your basic excess, any voluntary excess, additional compulsory excess and an additional imposed excess of \$250 for earthquake and tsunami claims. (See "Your excess" on page 12 for details).

Who is this insurance policy designed for

This insurance policy has been designed for people who are renting their property out to tenants under a residential rental agreement.

Contents owned by you (or for which you are legally responsible) and provide for the use of the tenants may also be covered by this policy. See 'Contents – What's covered?' section on page 39 for more details on what can be covered.

This policy is not suitable for covering the building or contents of the home you live in. In this regard, we offer a Home Insurance product that has been specifically designed for homeowners or renters.

Visit tiofi.com.au for more information about our Home Insurance – or call us on 131 846.

The basics

The better you understand your policy, the easier it will be if you ever have to claim.

Who your policy covers

Your policy provides cover (where applicable) for anyone named in the policy schedule as an insured.

If there is more than one insured listed on the policy, then anything that any of the insureds says, does, or omits to do in connection with the policy or a claim applies to and affects the rights of all of the insureds.

When the policy starts and ends

The effective and expiry dates of your policy are shown on your policy schedule. We agree this period when you apply for your policy. In some circumstances the policy can end earlier than the expiry date e.g. cancellation by you or us. For more details, please see Cancellation rights under the policy on page 71.



72-hour exclusion period

To manage the risk of people taking out insurance on their uninsured buildings or contents or increasing cover on their underinsured buildings or contents when events such as cyclones, floods or storm surges are predicted, a 72-hour exclusion period applies to some insured incidents.

We do not provide cover (where the type of cover you have under the policy provides it) for any loss of or damage to your property caused by cyclone, flood or storm surge during the first **72 hours** after you first take out or increase the cover under the policy.

However, you will be covered from the time you take out or amend your policy for loss or damage to your buildings and/or contents caused by other insured incidents.



The 72 hour exclusion period won't apply:

- to renewals,
- when (on the same day the policy starts), you enter into a contract to purchase the insured address, or
- if the policy replaces another similar insurance policy that covered the same buildings, contents or both, without a break in cover. However, if there is an increase in the sum (or sums) insured between the new policy and the one it replaces, we won't cover the increased amount for the first **72 hours** of the policy.

21-day cooling off period

You can call us to cancel your policy within 21 days from either:

- the date we issued you a new policy, or
- the start date of a policy that you have renewed,

and in either of these situations, provided you have not made a claim or an event has not occurred that could give rise to a claim on your policy, we will refund your premium.

We may deduct from your refund amount any reasonable administrative and transaction costs incurred by us that are reasonably related to you buying and cancelling your policy and any government taxes or duties we cannot recover.

In addition to your cooling off period, you can cancel the policy at any time by calling us. See Cancellation rights under the policy on page 71 for details.

How much you're covered for

It's up to you to decide the sums insured, and the type and level of cover that you want to take out. People generally want enough insurance to cover the property's estimated replacement value. If you don't have enough cover, you could end up having to cover some of the costs yourself.

Remember, we will only pay up to the amount of your loss or the sum insured, whichever is the lesser – so you should also be careful not to over insure.

For example, if you insure your building for \$500K, and you have a total loss but the replacement value of the building is only \$400K – we will only pay up to \$400K (the actual value of your buildings if they are lost or damaged – and we won't refund any premium for the time we have insured any higher amount nominated by you).



Need help choosing the right amount of cover?

To help you estimate the replacement value of your buildings, visit tiofi.com.au and use our Home Buildings replacement calculator.

Did you know?

The replacement value of your buildings is not the same as the market value – you do not need to include the value of the land when calculating the buildings replacement value.

You'll need to consider everything in your property that you legally own (or for which you are legally responsible) and what you may have included for the tenants use to determine how much Contents cover you need.

Your insurance premium

The cost of your insurance is called a 'premium'. Your premium will depend on a number of factors, and can change each year when you renew your policy or if you vary the insurance. Your premium for each period of insurance will be shown on your policy schedule.

We'll calculate your premium based on a number of factors such as:

- **Your risk profile.**
 - the location of your property,
 - the type of property you're insuring,
 - the amount and type of cover you require,
 - any other people also insured under the policy,
 - the relevant claims history of the people being insured,
 - the likelihood of a claim being made on your policy.
- **Any discounts that may apply,**
- **Any compulsory government charges** such as Stamp Duty and GST,
- **Emergency/Fire Services Levy** if they apply to the State or Territory where your home is located,
- **Any other charges** we tell you of,
- **The excess you choose or which we apply.**

No Claim Bonus

We give you a No Claim Bonus (NCB) to reward you for having a good claims history.

When you first take out a policy with us, we calculate your NCB based on your landlord insurance claims history in the previous 3 years.

After each claim-free year, the NCB applied to your renewal premium will be increased by 10%, to a maximum of 30%. However, for every claim you make in a year, the NCB applied to your renewal premium will be reduced by 10% – to a minimum of 0%.

The NCB applied to your base premium is shown on your policy schedule, and is subject to the following.

What else you need to know about premiums

- Minimum premiums may apply,
- If you vary your policy during the period of insurance we may adjust your premium up or down. If the variation results in a pricing adjustment that is under the minimum premium amount set by us, no premium will be charged or refund provided (as applicable),
- Any discounts or entitlements may be subject to rounding and may only apply to the extent any minimum premium is not reached,
- If you are eligible for more than one discount or entitlement, we also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts or entitlements,
- Discounts may not be applied to the premium for optional covers such as disaster cover and rent default and theft by tenant cover (where applicable).

Did you know?

You can choose to pay your premium by instalments – for example, by monthly direct debits from your bank account or credit card. If you do, a service fee may apply. We'll let you know the total amount payable when you apply for cover – and we'll confirm this in your policy schedule.

ⓘ If an instalment is outstanding for at least 14 days, we may refuse to pay your claim. So it's important that you pay your instalments on time. If you can't, you should get in touch with us immediately.

Your excess

Unless we state otherwise in the PDS, when you make a claim under the policy, you will need to pay the applicable excess(es) – which is a type of co-payment toward your claim.

So for example, if you have an excess of \$1,000 and make a claim for \$3,000, we'll pay the balance of \$2,000. We will only pay the claim if the claim amount is more than the excess(es) that apply. In some circumstances you will need to pay the excess amount up front.

When you apply for cover, you will be asked to choose an excess amount from the available options. This can be made up of a basic excess, and a voluntary excess. Generally, the higher your excess amount, the lower your premium will be. In some cases, we may impose an additional compulsory excess which reflects our risk and underwriting criteria, you cannot vary or remove this excess.

The agreed excess(es) you need to pay for each cover type is shown on your policy schedule, or referred to in this PDS.

An additional imposed excess amount of \$250 applies for each claim for loss or damage caused by an earthquake or tsunami, or a series of earthquakes or tsunamis, during any period of 48 consecutive hours.

Changes to your details

What you have to tell us straight away

You must tell us immediately if, during the period of insurance:

- you become aware that any part of your property is used for business, trade or professional purposes (except for use as a home office by your tenant),
- you remove any security devices that were specifically required by us,
- your building is in the course of construction or there are any alterations, additions, demolition, repairs to or decorations of the buildings costing more than \$75,000,
- you commence renting out your home to short term tenants with a rental agreement for less than 90 days, or
- your property has not been lived in (or will not be lived in) for more than 60 consecutive days.

⚠ If you don't provide this information immediately we may not pay a claim in whole or in part under the policy to the extent permitted by law.

Other changes:

You can also contact us if you want to vary your policy during the period of insurance for any other reason, for example to increase your sums insured or to take out additional cover options that may be available.

What happens when I make a change?

When we receive this information, we may:

- propose changes to the terms and conditions of your policy,
- adjust your premium up or down. If the variation would result in a pricing adjustment that is under the minimum premium amount set by us, no premium will be charged or refund provided (as applicable),
- cancel your policy,
- decide not to offer to renew your policy.

When your property is not being lived in

We consider your property not lived in when no one is living there. We consider the property lived in when your tenants have commenced living in the home building (eating and sleeping) for at least two consecutive nights. You may not be covered under this policy if you are aware, or you should have been reasonably aware, that your property is not lived in and/or tenanted for more than 60 consecutive days unless you have our prior agreement in writing.

You may be asked to prove that the building is lived in, in the event of a claim.

Be prepared for a claim

When you buy your policy, it makes sense to set yourself up so that in the event you need to make a claim the process will go as smoothly as possible. For example, for a Contents claim for a specific item, it helps to be able to prove that you owned the item, what it was worth and that you have provided it for your tenants use.

So keep track of your receipts – either by filing them or logging them in a tracking app. Make sure you (or your managing agent) keep records of your property inspection reports and rental agreements. It's also a good idea to take photos of important contents and features of your buildings, so you can get them repaired or replaced more easily if they're damaged or stolen.

Property inspection reports

You must complete a property inspection report or have your authorised real estate agent or a qualified appraiser complete it:

- a. at the time when a new lease or rental agreement commences,
- b. at the time when an existing tenant vacates the property, and/or
- c. at least on an annual basis if there is long term tenancy.

In the event of a claim we may require copies of the property inspection reports and any accompanying photographs.

What you're covered for

No matter which cover you choose, with our accidental loss or damage cover, TIO provides protection for a range of incidents.

In return for paying or agreeing to pay us your premium, the policy will cover your buildings and/or contents (that you own and provide for your tenants use) for accidental loss or damage caused by the following insured incidents that take place, during the period of insurance. Your policy schedule will show if you have cover for buildings, contents or both.

In addition to the General Exclusions on pages 54 to 57 there are some additional exclusions and special conditions that apply specifically to certain insured incidents. Make sure you check these carefully in the following section so that you understand what you are covered for and what is excluded.



Accidental loss or damage

What's covered?

Buildings and/or contents

- ✓ The insured incidents covered on pages 17 to 26.
- ✓ If you've insured your buildings, we'll cover any accidental damage or loss to them.
- ✓ If you've insured contents (that belong to you and that you have provided for the use of your tenant), we'll cover any accidental damage or loss to these items at the insured address.

What's not covered?

- ✗ Loss or damage which is specifically excluded by:
 - any of the other insured incidents listed on page 17 to 26.
- ✗ Loss or damage caused by, or arising from:
 - domestic animals or pets owned by you or your tenant or for which you are legally responsible,
 - removal or weakening of, or interference with, support to land or buildings for the purpose of construction, alterations, extensions, renovations or repairs,
 - incorrect siting of buildings,
 - demolition of buildings ordered by any legal authority caused by failure to obtain any necessary permits.
- ✗ Anything which is specifically excluded in the General Exclusions on pages 54 to 57.



Fire or smoke (including bushfires and grassfires)

What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by:
 - fire,
 - bushfires and grassfires, or
 - smoke.

What's not covered?

- ✗ Loss or damage:
 - which arises gradually out of repeated exposure to fire or smoke,
 - of an item that is designed to be exposed to heat, being exposed to heat during normal use – for example if a heat resistant item like a cooking appliance or fireplace is damaged during normal use, or
 - to any property as a result of scorching and/or melting – for example, cigarette burns.



Storm, storm surge, cyclone, rainwater or run-off

What's covered?

Buildings and/or contents

✓ Loss or damage caused by:

- storm,
- storm surge*,
- cyclone*,
- rainwater,
- run-off (provided run-off is not combined with flood waters).



*A **72-hour exclusion period** applies for loss or damage caused by storm surge or cyclone – see page 9 for details.

✓ Loss or damage caused by or arising from:

- soil movement, including erosion,
- landslide,
- mudslide, or
- subsidence.

if it is caused directly by and occurs within **72 hours** of a storm or storm surge.

What's not covered?

✗ Loss or damage caused by:

- flood or run-off combined with flood waters. But, you may be covered for these events under the Flood insured event – see page 25,
- hydrostatic pressure, or
- rainwater, run-off, hail, wind or water that enters your buildings through an opening made for the purpose of construction, alterations, additions, demolition, repairs or decorations.

✗ Loss or damage to:

- trees, shrubs, hedges and plants planted in the ground,
- gates, pathways, driveways, fences, freestanding walls or retaining walls,
- swimming pool and spa covers, their liners or solar domes, or
- the external paintwork or other exterior coatings of the buildings caused by rainwater.

✗ The cost of cleaning mud or debris out of tanks, swimming pools or spas.



Water or other liquid damage

What's covered?

Buildings and/or contents

- ✓ Loss or damage resulting directly from bursting, leaking, discharging or overflowing of any:
 - appliances – for example a dishwasher or washing machine,
 - fixed rainwater or hot water tanks,
 - radiators and oil heaters,
 - fixed pipes, gutters or drainpipes, sinks, baths or water carrying apparatus,
 - waterbeds,
 - aquariums designed to hold more than 20L,
 - swimming pools or spas.

Buildings only

- ✓ If we have agreed to pay a claim for water or other liquid damage to your buildings and:
 - we authorise any exploratory work to locate the source of the damage, we will pay those costs,
 - you incur costs without our prior agreement, we will only pay the covered costs that we consider are reasonable.

What's not covered?

- ✗ Loss or damage:
 - as a result of gradual escape of water or other liquid over time:
 - where you or a reasonable person could be expected to have been aware of this, or
 - from a shower base, shower recess, shower alcove or the walls surrounding the shower.
- ✗ The cost of repair or replacement of:
 - a defective part or parts that caused the loss or damage, or
 - any broken main or pipe.



Theft or burglary

What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by actual or attempted theft or burglary.
- ✓ Up to \$1,000 to replace the locks or cylinders of any external door or window if:
 - the key is stolen, or
 - there are reasonable grounds to believe that the key has been copied.

No excess applies for the replacement of locks or cylinders.

We will only pay for the replacement of locks or cylinders under one section of the policy (either Buildings or Contents, not both).

What's not covered?

- ✗ Where the actual or attempted theft or burglary is committed by:
 - you, or your domestic helpers, or the invitees of your domestic helpers,
 - any person who is acting with your express or implied consent, or
 - your tenant, or the invitees of your tenant.
- ✗ The replacement of locks or cylinders which are insured by the body corporate or similar.
- ✗ If the actual or attempted theft, burglary or housebreaking:
 - takes place in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences,
 - relates to contents in the open air, except as set out under 'Contents in the open air at the insured address' on page 43, or
 - relates to contents items which are not listed as being present on the current property inspection report and/or rental agreement.



Explosion

What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by explosion.
- ✓ Loss or damage caused by or arising from:
 - soil movement, including erosion,
 - landslide,
 - mudslide, or
 - subsidence.

if it is caused directly by and occurs within **72 hours** of an explosion.

What's not covered?

- ✗ Loss or damage caused by terrorism.



Accidental breakage of glass or ceramic items

What's covered?

Buildings

- ✓ Accidental breakage of a fixed glass or ceramic item, like a window, cooking surface, sink or toilet.

What's not covered?

- ✗ Tiled shower bases.
- ✗ Cracks, scratches or chips in any item.
- ✗ Glass forming part of any glass-house, greenhouse or conservatory.

Contents

- ✓ Accidental breakage of glass that forms part of the contents that you have included for the tenants use (including fixed or unfixed table tops and hanging wall mirrors).

See the 'Contents' section of this PDS for what we cover as contents.

- ✗ Glass in televisions.
- ✗ Glass in items such as crockery, porcelain, china, hand mirrors, glassware, crystal or glass in clocks, vases and ornaments.
- ✗ Cracks, scratches or chips in any item.



Impact damage

What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by impact from:
 - any motor vehicle, train or watercraft,
 - an external aerial or satellite dish which collapses or breaks,
 - an aircraft, or anything dropped or falling from an aircraft,
 - space debris or debris from a rocket or satellite,
 - any animal, excluding any animal kept at the insured address as a domestic pet, or
 - falling trees or parts of trees.

What's not covered?

- ✗ Loss or damage caused by you or anyone you give consent to, cutting or chopping trees, or parts of trees, at the insured address.
- ✗ The cost of removing trees or branches if no damage has occurred to your buildings or contents.
- ✗ The cost of removing tree stumps, unless the tree stump is required to be removed to allow for repair or rebuilding of covered loss or damage.



Vandalism or malicious damage

What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by vandalism or a malicious act.

What's not covered?

- ✗ Where the vandalism or malicious act was by:
 - you or your domestic helpers, or the invitees of your domestic helpers, or
 - anyone acting with your express or implied consent.
- ✗ Loss or damage resulting from:
 - poor housekeeping by your tenant or a member of their immediate family or your tenant's invitees, or
 - failure by your tenant or a member of their immediate family or your tenant's invitees to control their children or pets.
- ✗ If the vandalism or malicious act relates to contents in the internal or external common areas of flats, home units, town houses or any type of multiple occupancy residences whether part of a strata title development or not.
- ✗ The cost of cleaning, redecorating, painting or wallpapering unless:
 - physical structural damage has occurred to the buildings, or
 - the buildings have been damaged by graffiti, which we agree necessitates such cleaning, redecorating, painting or wallpapering.

 **Lightning****What's covered?**

Buildings and/or contents

- ✓ Loss or damage caused by lightning.

What's not covered? **Earthquake or tsunami****What's covered?**

Buildings and/or contents

- ✓ Loss or damage caused by an earthquake or tsunami.
- ✓ Loss or damage caused by or arising from:
 - soil movement, including erosion,
 - landslide,
 - mudslide, or
 - subsidence.

if it is caused directly by and occurs within **72 hours** of an earthquake or tsunami.

An additional excess of \$250 on top of any other excess payable under the policy applies to each earthquake and/or tsunami (including a series of earthquakes and/or tsunamis) that occurs during any consecutive 48-hour period.

What's not covered?

- ✗ Loss or damage caused by actions of the sea.

 **Riot or civil commotion****What's covered?**

Buildings and/or contents

- ✓ Loss or damage caused by a riot or civil commotion.

What's not covered?

- ✗ Loss or damage caused by terrorism.



Flood

What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by:
 - flood*
 - flood water*, combined with run-off and rainwater.
- ✓ Loss or damage caused by or arising from:
 - soil movement, including erosion,
 - landslide,
 - mudslide, or
 - subsidence.

if it is caused directly by and occurs within **72 hours** of a flood.



*A **72-hour exclusion period** applies for loss or damage caused by flood or flood water combined with run-off and rainwater – see page 9 for details.

What's not covered?

- ✗ Loss or damage caused by:
 - actions of the sea or tsunami. But, you may be covered for tsunami under the Earthquake and tsunami insured incident – see page 24.
 - soil movement including erosion, landslide, mudslide or subsidence unless it is directly caused by, and occurs within **72 hours** of the flood,
 - shrinkage or expansion of earth or land, or
 - hydrostatic pressure.
- ✗ Loss or damage to:
 - gates, pathways, driveways, fences, freestanding walls or retaining walls, or
 - swimming pool and spa covers, their liners or their solar domes.
- ✗ The cost of cleaning mud or debris out of tanks, swimming pools or spas.



Motor burnout

What's covered?

Buildings and/or contents

- ✓ Damage caused by an electrical current to a domestic household electrical motor (including sealed or semi-sealed refrigeration units).
- ✓ Damage caused by an electrical current to a surge protector that is installed and in use at the time the damage occurs. You will not be required to pay an excess if the damage is limited to the surge protector only.

What's not covered?

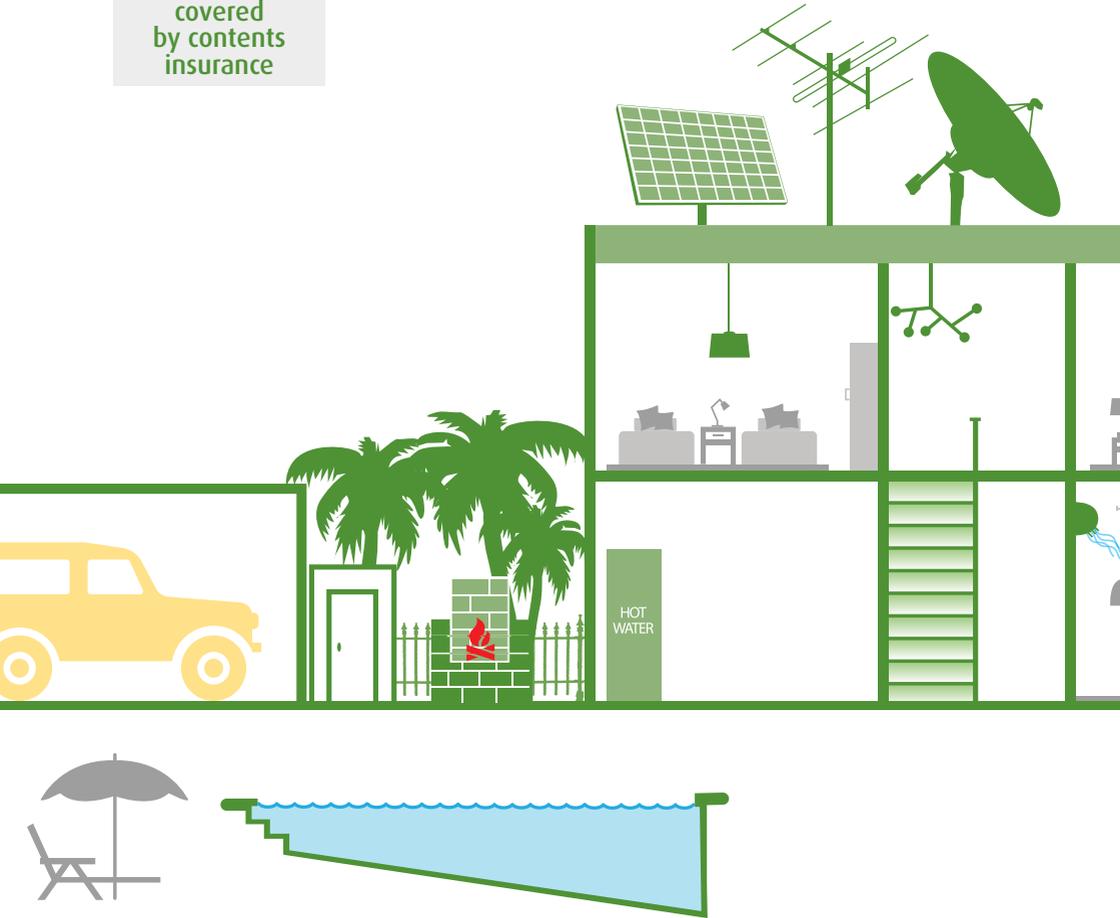
- ✗ You won't be covered for:
 - any associated repair or replacement costs for items such as fuses, switches, electronic components, printed circuit boards, bearings, lighting or heating elements, protection devices, or electrical contacts at which sparking or arcing occurs in ordinary working,
 - any hire costs associated with a replacement appliance,
 - the cost of repair or replacement of rectifiers and transformers,
 - motors under any warranty or manufacturers' guarantee,
 - motors more than 10 years old, or
 - electric motors in any tools of trade.

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Buildings

covered
by buildings
insurance

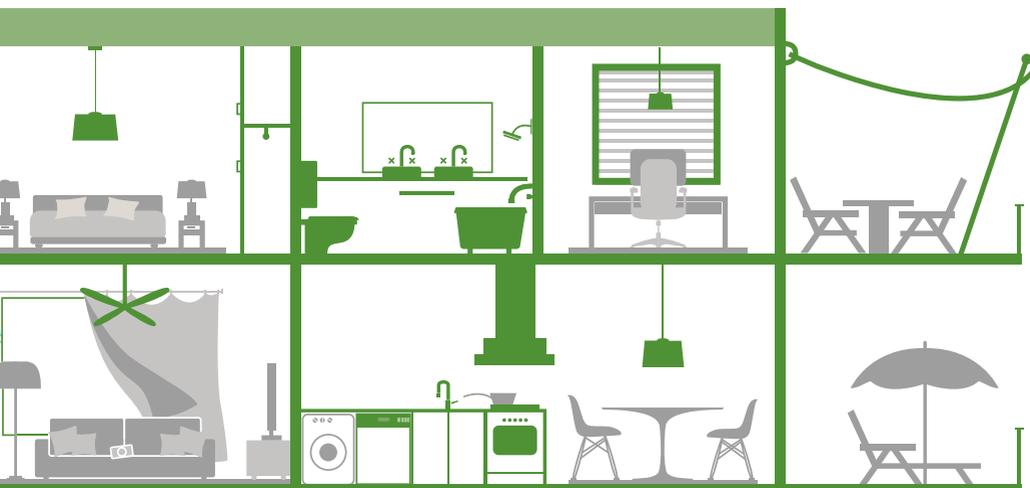
covered
by contents
insurance



Buildings > What's covered?

Buildings insurance is designed to protect the physical structures and fixtures that make up your building: from the house itself, to the garage, fences and paved driveways – even built-in appliances like hot water systems, air-conditioners and more.

See the list on the following pages for a detailed description of what is a Building as well as what's not.



Did you know?

The replacement value of your buildings is not the same as the market value – you do not need to include the value of the land when calculating the buildings replacement value.

What's a building (and what's not)

The following structures, fixtures and landscaping at the insured address.

What's covered?

Structures

- ✓ The residential building.
- ✓ Garages, carports, sheds and granny flats.
- ✓ Pipes, cables, ducts, wires, meters and switches used in connection with the supply of water, drainage, sewerage, communication, electricity, cooling and heating that you are legally responsible for and which are connected to your buildings.
- ✓ Water reticulation systems, hose, pipes, sprinklers, fittings, valves and controllers whether above or below ground - cover is limited to \$5,000 in total for these items.
- ✓ Decks, verandas, pergolas, gazebos, patios and terraces.
- ✓ Gates, fences, free-standing walls and retaining walls.
- ✓ Paved paths and driveways.
- ✓ Swimming pools (permanently installed), fixed spas and saunas including their fixed accessories (excluding water).
- ✓ Tennis courts.
- ✓ Permanently installed water tanks, sewerage storage or treatment tanks (excluding water).
- ✓ Other structural improvements.

What's not covered?

- ✗ Residential flats, home units or town houses, which are part of a strata title development.
- ✗ Unpaved paths or driveways, including those made of loose or compacted soil, gravel, pebbles, rocks or sand.
- ✗ Buildings that are not lived in (or will not be lived in) for more than 60 consecutive days unless you have our prior agreement in writing.
- ✗ Buildings under construction.
- ✗ Building materials located at the insured address which are to be fitted to the buildings.
- ✗ Wharves, jetties and pontoons.
- ✗ Liquids (including water, chemicals or gas) that are normally stored in a container or for use in items such as a spa, swimming pool or any fixed apparatus, tank, hose or pipe.

What's covered?

Fixtures

- ✓ Fixed ceiling, wall and floor coverings (except carpet or rugs), including fixed external blinds and awnings.
- ✓ Built-in furniture, clothes lines and built-in barbecues.
- ✓ Fixed domestic appliances that are permanently connected to electricity, gas or water, like:
 - air conditioners & heating systems,
 - ovens,
 - dishwashers,
 - hot water systems,
 - fixed ceiling fans, light fittings.
- ✓ Solar panels.
- ✓ Satellite dishes and antennas.

What's not covered?

- ✗ Carpets, rugs and internal blinds.
Go to Contents cover on pages 38 to 43.

Landscaping

- ✓ Trees, shrubs, hedges and plants that are planted in the ground – \$5,000 limit applies for all insured incidents except:
 - storm, storm surge, cyclone, rainwater and run-off, or
 - flood,
 in which case a \$500 limit applies.

- ✗ Loss or damage caused by tsunamis.
- ✗ Grass or lawn (unless part of a tennis court).

Buildings cover – additional benefits

We want to make sure that your policy offers you great features. So, if we agree to pay a claim for loss or damage to your buildings, we may also cover you for the following additional benefits. Some of the following additional benefits are paid in addition to your buildings sum insured. Check each of the additional benefits for details.

No excess applies for these benefits, unless stated otherwise. General Exclusions may apply – please see pages 54 to 57 for a full list of exclusions.



Debris removal



Building code compliance costs



Rebuilding and professional fees



Rental costs after an insured incident



Making your buildings environmentally friendly



Landlords contents



Debris removal

We'll pay the reasonable and necessary costs of demolition and removing debris from your insured address.

This is an extra amount, paid in addition to your buildings sum insured. No excess applies to this benefit.

When we pay	How much we will pay	What's covered?
We will pay this benefit when we have approved these costs before they are incurred.	We will pay up to 10% of the buildings sum insured.	<p>Costs that relate directly to removing debris from the destroyed or damaged part of the buildings.</p> <p>We will not pay for the cost of cleaning mud or debris out of tanks, swimming pools or spas after a storm, storm surge, cyclone, rainwater or run-off or flood.</p>



Rebuilding and professional fees

If you need to rebuild your buildings after total loss or damage, we'll help pay the costs of architects, engineers, surveyors and solicitors.

This is an extra amount, paid in addition to your buildings sum insured. No excess applies to this benefit.

When we pay	How much we will pay	What's covered?
We will pay this benefit when we have approved these costs before they are incurred.	We will pay up to \$5,000.	<p>The reasonable and necessary costs of architects', engineers', surveyors' and solicitors' fees.</p> <p>The costs must relate directly to the rebuilding of destroyed or damaged buildings.</p>



Making your buildings environmentally friendly

If your buildings are totally destroyed and need to be rebuilt and you do not already have the relevant environmental equipment, we'll help you make the new buildings more environmentally friendly.

This is an extra amount, paid in addition to your buildings sum insured. No excess applies to this benefit.

When we pay	How much we will pay	What's covered?
We will pay this benefit when: <ul style="list-style-type: none">• your buildings are totally destroyed by an insured incident, and• we have approved these costs before they are incurred.	We will pay up to \$5,000 after deduction of any government or council rebates.	The environmental systems covered by this benefit are: <ul style="list-style-type: none">• rainwater tanks,• solar power systems (including solar hot water systems or photo-voltaic (PV) power systems),• hot water heat exchange systems, and• grey water recycling systems.



Building code compliance costs

If you need to rebuild your buildings after loss or damage, we'll help pay the costs of complying with any statutory requirements.

This is an extra amount, paid in addition to your buildings sum insured. No excess applies to this benefit.

When we pay	How much we will pay	What's covered?
We will pay this benefit when we have approved these costs before they are incurred.	We'll pay up to \$5,000.	<p>The reasonable and necessary costs of meeting the requirements of any statutory authority that relate directly to the destroyed or damaged part of the buildings.</p> <p>We will not pay for the costs of complying with the requirements of any statutory authority if you received notice of the requirements or were aware of them before the loss or damage occurred.</p>



Rental costs after an insured incident

If your buildings are damaged by an insured incident that we have agreed to cover and your buildings can't be lived in by your tenant, or we agree access to or the use of your buildings was not possible, we'll pay for your loss of rent on the buildings.

This is an extra amount, paid in addition to your buildings sum insured. No excess applies to this benefit.

(If your building is part of a strata title development and you only have Contents cover, this benefit does not apply to you – see page 42 instead)

When we pay	How much we will pay	What's not covered?
<p>We will pay this benefit if the loss or damage occurs to your buildings as a result of an insured incident and the building can't be lived in by your tenant, or we agree access to or use of the buildings is not possible and causes:</p> <ul style="list-style-type: none">• damage to other property in the vicinity of the buildings,• damage within the strata title development itself, where the building is a lot, and• this damage prevents access to or use of the building for a minimum period of 7 days.	<p>We will pay for your loss of rent on the buildings:</p> <ul style="list-style-type: none">• for the length of time which we agree is reasonably necessary to reinstate your buildings or for which access is denied, or• up to a maximum period of 12 months <p>whichever period of time is lesser.</p> <p>The amount we pay will be based on the weekly rent payable by your tenant as at the date of damage to the buildings.</p>	<p>We will not pay for your loss of rent if:</p> <ul style="list-style-type: none">• the buildings have not been tenanted for more than 60 consecutive days immediately before the date of the loss or damage (this exclusion will not apply if the insured address was purchased by you less than 60 days before the date of the insured incident),• you did not have a lease or rental agreement in place for your buildings to be tenanted within the 30 days immediately following the date of loss or damage.

Claiming under more than one section of the policy

If a claim could be made under any one of more of the following sections of Optional Cover

- Rent Default and Theft by Tenant,
 - Default of payment of rent by the tenant,
 - Departure of the tenant from the building without notice,
 - Death of a sole tenant,
 - Tenant hardship, or the
- Rental costs after an insured incident benefit,

under either the buildings or contents sections, then we will only pay under one of these sections, in which case the highest benefit applicable will be payable.

Did you know?

We will consider your buildings can't be lived in when they are so damaged that normal domestic activities like cooking, sanitation and personal hygiene cannot take place, and we agree that your tenants cannot live in the building.

AAA Landlords contents

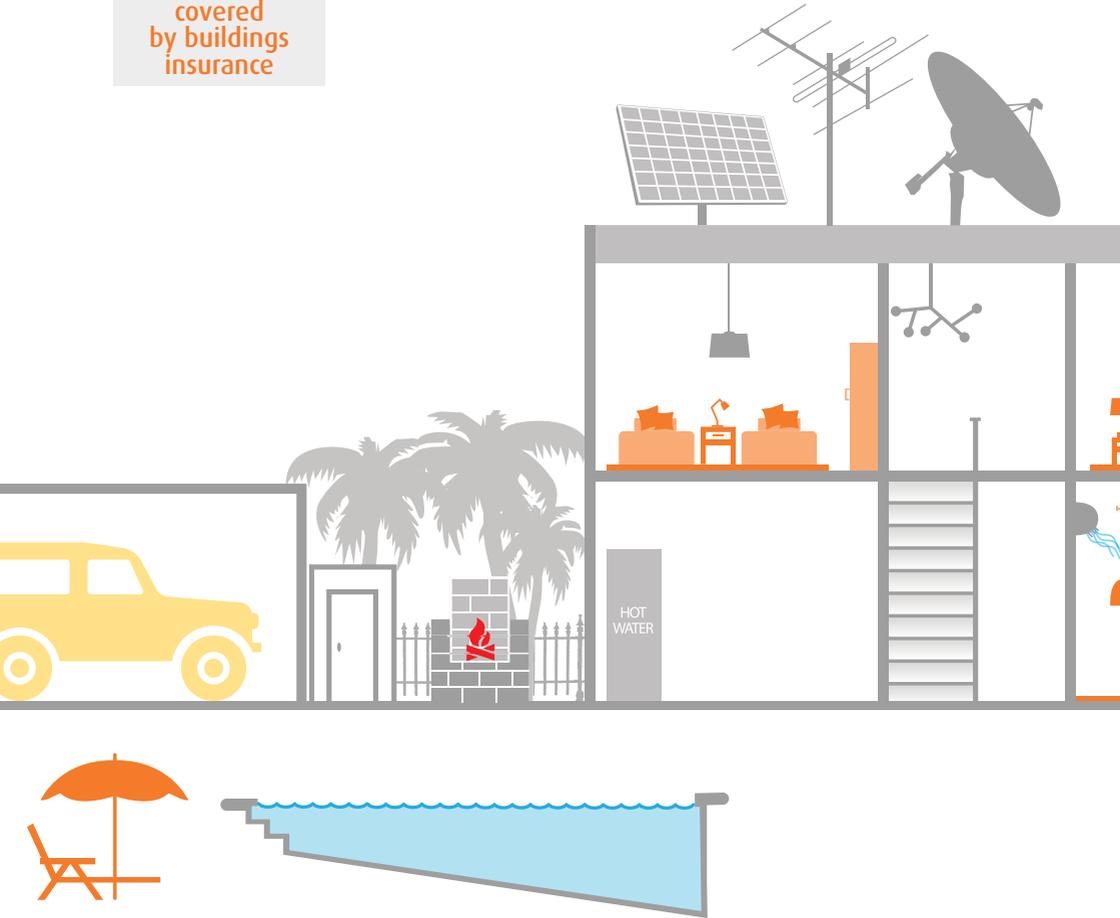
Applicable only when you have Buildings cover. We'll pay to repair or replace contents you own and that you provide for your tenants use.

When we pay	How much we will pay	What's covered?
We will pay this benefit if the loss or damage occurs as a result of an insured incident.	Our maximum payment for this benefit will be the lesser of \$10,000 or up to the remainder of the sum insured after payment of your buildings claim.	<ul style="list-style-type: none"> • Furniture and furnishings other than electrical items, • fixtures or fittings, or • carpets, loose floor coverings, curtains and internal blinds.

Contents

covered
by contents
insurance

covered
by buildings
insurance



Contents > What's covered?

Contents insurance protects the belongings you have at the insured address that you have provided for the use of your tenant: from your furniture, carpet and appliances and even your barbeque.

So, if any of the insured incidents happen during the period of insurance, we'll generally pay to repair or replace your contents – up to the sum insured limits.



What's covered

Contents

What are your 'contents'? These are things you own or that you are legally responsible for, like your furniture, white goods and carpets, and which you have installed specifically for the use of your tenant.

What's covered?	What's not covered?
<ul style="list-style-type: none">✓ Carpets and loose floor coverings.✓ Curtains and internal blinds.✓ Furnishings, furniture and household goods.✓ Light fittings which are not permanently installed to the buildings.✓ White goods (like fridges and washing machines) unless fixtures or covered by Buildings cover.✓ Removable domestic appliances and utensils.✓ Swimming pools, saunas and spas (including their fixed accessories) which are designed to be dismantled and moved (excludes water).✓ When the buildings in which the contents are located are part of a strata title development, the term contents also includes fixtures and fittings and other structural improvements which are not insurable by the body corporate.	<ul style="list-style-type: none">✗ Any other items not specifically mentioned in the "What's covered?" list.✗ Anything which is covered under 'Buildings' on pages 30 to 31.✗ Contents when they are in the internal or external common areas of a residential flat, home unit, town house or other type of multiple occupancy residence where any of the other owners, tenants, their guests or the public have access (including whilst contained in or on any vehicle in those areas).✗ Liquids (including water, chemicals or gas) that are normally stored in a container or for use in items such as a spa, swimming pool or any fixed apparatus, tank, hose or pipe.

Contents cover – additional benefits

We want to make sure that your policy offers you great features. Unless we have stated differently under one of the additional benefits listed below, the benefit will only apply where we have accepted a claim for loss or damage caused by an insured incident. Some of the following additional benefits are paid in addition to your contents sum insured. Check each of the additional benefits for details.

No excess applies for these benefits. General Exclusions may apply – please see pages 54 to 57 for a full list of exclusions.



Debris removal



Rental costs after an insured incident



Contents in the open air at the insured address



Debris removal

We'll pay the reasonable costs of removing debris if your contents are damaged or destroyed by an insured incident. This is an extra amount, paid on top of your contents sum insured. No excess applies to this benefit.

When we pay	How much we will pay	What's covered?
We will pay this benefit when we have approved these costs before they are incurred.	We will pay up to 10% of the contents sum insured.	The cost of removing contents debris that is a direct result of the insured incident.



Rental costs after an insured incident

This benefit is applicable only if the building is part of a strata title development and you have Contents cover only.

If your buildings are damaged by an insured incident during the period of insurance that we have agreed to cover and your buildings can't be lived in by your tenants, or we agree access to or the use of your buildings was not possible we'll pay for your loss of rent on the buildings.

This is an extra amount, paid in addition to your contents sum insured. No excess applies to this benefit.

No cover is provided under this benefit if you are covered for 'Rental costs after an insured incident' under the building cover section.

When we pay	How much we will pay	What's not covered?
<p>We will pay this benefit if the loss or damage occurs to your buildings as a result of an insured incident and the building can't be lived in by your tenant, or we agree access to or use of the buildings is not possible and causes:</p> <ul style="list-style-type: none">• damage to other property in the vicinity of the buildings, or• damage within the strata title development itself, where the building is a lot, and• this damage prevents access to or use of the building for a minimum period of 7 days.	<p>We will pay for your loss of rent on the buildings:</p> <ul style="list-style-type: none">• for the length of time which we agree is reasonably necessary to reinstate your buildings or for which access is denied, or• up to a maximum period of 12 months <p>whichever period of time is lesser.</p> <p>The amount we pay will be based on the weekly rent payable by your tenant as at the date of damage to the buildings.</p>	<p>We will not pay for your loss of rent if:</p> <ul style="list-style-type: none">• the buildings have not been tenanted for more than 60 consecutive days immediately before the date of the loss or damage (this exclusion will not apply if the insured address was purchased by you less than 60 days before the date of the insured incident),• you did not have a lease or rental agreement in place for your buildings to be tenanted within the 30 days immediately following the date of loss or damage.

Claiming under more than one section of the policy

If a claim could be made under any one of more of the following sections of Optional Cover

- Rent Default and Theft by Tenant,
 - Default of payment of rent by the tenant,
 - Departure of the tenant from the building without notice,
 - Death of a sole tenant,
 - Tenant hardship, or the
- Rental costs after an insured incident benefit,

under either the buildings or contents sections, then we will only pay under one of these sections, in which case the highest benefit applicable will be payable.

Did you know?

We will consider your buildings can't be lived in when they are so damaged that normal domestic activities like cooking, sanitation and personal hygiene cannot take place, and we agree that your tenants cannot live in the home.



Contents in the open air at the insured address

We will cover your contents in the open air which have been lost or damaged by an insured incident covered by your policy, up to a maximum amount of \$200. No excess applies to this benefit.

We will not cover contents located:

- in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences,
- at a location other than the insured address,
- in or on a motor vehicle, caravan, trailer or watercraft, or
- in a tent.

Optional Cover

Your options

Add any of these optional covers for an additional premium and greater cover.

Buildings and/or Contents cover

The following optional cover may be applied for if you have Buildings cover, Contents cover or both:



Rent Default and Theft
by Tenant

Buildings cover only

The following optional cover may be applied for if you have Buildings cover or both Buildings and Contents cover.



Disaster cover

How do I know if I have these options?

You can choose to add these options to your policy when you start or renew it (or during your period of insurance by contacting us). If you're not sure whether you have added these cover options, you can check your policy schedule. Your policy schedule will show which of the optional covers apply.



Rent Default and Theft by Tenant

Available for both Buildings and/or Contents cover.

This optional cover provides additional protection under your Landlords insurance.

If you have this cover, we will pay you for your loss of rent due to the occurrence of one or more of the following insured events listed below for the periods stated. In addition, you may be covered for cleaning and legal costs.

The maximum amount we will pay for any one occurrence for **rent default** under all the listed events below (1 – 3) is \$10,000 in total.

1. Default of payment of rent by the tenant

What's covered?	What's not covered?
<p>Rent default</p> <p>✓ If you have a written rental agreement and your tenant defaults on rent payments during the period of insurance and fails to make good the default after you have issued the appropriate notices which may be required:</p> <ol style="list-style-type: none"> under the current lease or rental agreement, or to comply with the requirements of any statutory authority, <p>we will pay your loss of rent:</p> <ol style="list-style-type: none"> for a period of up to 15 weeks, until another tenant takes up residence in the buildings, or until payment of rent recommences, whichever amount payable is the lesser. 	<p>Applicable to both Rent default and Departure of the tenant from the building without notice</p> <p>✗ Any rental costs after the date the rental property is re-tenanted, or when the term of your lease or rental agreement ends, whichever comes first.</p> <p>✗ Loss of rent if:</p> <ul style="list-style-type: none"> your tenant's rent is in arrears at the commencement date of this policy. (However, if all rent arrears are later paid and the tenant has paid a minimum of four (4) consecutive weeks of the agreed rent in accordance with the written rental agreement, this exclusion will not apply to a subsequent rent default), the rental agreement could have been legally terminated by you or your rental agent, or your tenant leaves the building, with or without notice, and either you or your rental agent have failed to rectify a 'Notice of Remedy' or similar breach notice issued by the tenant to you.

1. Default of payment of rent by the tenant (continued)

What's covered?	What's not covered?
<p data-bbox="105 295 524 351">Departure of the tenant from the building without notice</p> <p data-bbox="105 379 535 774">✓ If you have a written rental agreement and your tenant permanently departs from the building during the period of insurance without providing written or verbal notice of their departure, as required under the current lease or rental agreement, we will pay your loss of rent:</p> <ul data-bbox="143 603 535 774" style="list-style-type: none"><li data-bbox="143 603 448 630">a. for a period of up to 6 weeks;<li data-bbox="143 641 535 699">b. until another tenant takes up residence in the building; or<li data-bbox="143 710 535 774">c. until payment of rent recommences, whichever amount payable is the lesser.	

2. Death of a sole tenant

What's covered?	What's not covered?
<p data-bbox="105 933 524 1082">✓ If you have a written rental agreement with a sole tenant and that person dies before the end of their tenancy, we will pay your loss of rent from the date of their death:</p> <ul data-bbox="143 1098 535 1193" style="list-style-type: none"><li data-bbox="143 1098 470 1125">a. for a period of up to 6 weeks; or<li data-bbox="143 1136 535 1193">b. until another tenant takes up residence in the building, <p data-bbox="143 1204 535 1232">whichever amount payable is the lesser.</p>	<p data-bbox="575 933 994 1050">✗ We will not pay if the tenant had given you or your agent notice in accordance with the lease or rental agreement prior to their death.</p>

3. Tenant hardship

What's covered?	What's not covered?
<p>✓ If your rental agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority, or otherwise in accordance with applicable law, on the grounds of hardship on the part of the tenant, we will pay your loss of rent from when the termination order issued by the Residential Tenancies Tribunal or other relevant authority, or termination notice given to you in accordance with applicable law, takes effect:</p> <ol style="list-style-type: none"> for a period of up to 6 weeks, until another tenant takes up residence in the building, or until payment of rent recommences, whichever amount payable is the lesser. 	<p>✗ Any rental costs after the date the property is re-tenanted.</p>

4. Theft by tenant

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage to your insured buildings or contents caused by theft, burglary or housebreaking committed by your tenant or invitees of your tenant.</p>	<p>✗ We will not pay for claims arising out of or in connection with any damage caused by poor housekeeping of your tenants.</p>

Cleaning costs

What's covered?	What's not covered?
<p>✓ If we have accepted a claim under either of the following events covered under the Optional cover Rent Default and Theft by Tenant:</p> <ul style="list-style-type: none">- Departure of tenant from the building without notice, or- Death of a sole tenant, <p>we will also pay up to a total of \$300 for the costs of cleaning your building if the tenant fails to clean the property prior to their departure or death and the property is dirty to such an extent that it cannot be re-let in its current state.</p>	<p>✗ We will not pay for the costs of cleaning to:</p> <ul style="list-style-type: none">- any common areas, or- any areas that have not been occupied by your tenant. <p>✗ We will not pay for the costs of any redecorating, painting or re-painting; or stripping.</p>

Legal expenses

What's covered?	What's not covered?
<p>✓ If we have accepted a claim under any of the following events covered under the Optional cover Rent Default and Theft by Tenant:</p> <ol style="list-style-type: none">1. Default of payment of rent by the tenant,2. Death of a sole tenant,3. Tenant hardship, or4. Theft by tenant, <p>we will also pay your reasonable legal expenses, up to a maximum amount of \$3,000, for each claim for rent default or theft by tenant provided these expenses have been incurred with our prior written approval for the purpose of minimising a claim.</p>	

Special conditions applying to Rent Default and Theft by Tenant cover

We will not pay any claim under this cover unless you have a written lease or rental agreement in place from the time your tenant takes up residence, noting that a periodic lease is a continuation of the last written lease or rental agreement, on the same or similar terms and conditions.

At the time your tenant entered into the lease or rental agreement you must have collected the total amount of bond monies due under the terms of the lease or rental agreement. This amount must be equivalent to at least 4 weeks rent.

In order to receive cover under section:

1. Default of payment of rent by the tenant,
2. Death of a sole tenant, or
3. Tenant hardship,

you must be actively seeking to obtain a tenant at any time when your building is unoccupied.

If you are entitled to use bond monies to settle or reduce any loss or damage you must do so. To calculate the amount payable under this section we will deduct the amount of any bond monies remaining after you have paid allowable reletting expenses and we will then settle your claim subject to the policy conditions.



Disaster cover

Available for Buildings cover only or both Buildings and Contents cover.

Following a significant event that causes widespread property destruction, like cyclone, earthquake or flood, it is common for building costs to increase significantly when there is high demand for building services.

If you select Disaster cover, we will pay up to an additional 30% of your buildings sum insured if the cost of repairing or replacing your building exceeds your sum insured following loss or damage caused by a named cyclone (including storm surge), flood or earthquake (including tsunami).

Disaster cover does not increase your buildings sum insured. Any other additional benefits which are payable based on a percentage of the building sum insured will not be increased as a result of this optional cover.

What's covered?	What's not covered?
<ul style="list-style-type: none">- If we accept a claim for loss or damage caused by a named cyclone (including storm surge), flood or earthquake (including tsunami) that is declared to be a disaster event by us, the government or the Insurance Council of Australia, we will pay up to an additional 30% of your building sum insured to:<ul style="list-style-type: none">- repair or replace your home, or- pay you what it would cost us to repair or replace your home. <p>No excess applies to this benefit.</p>	<ul style="list-style-type: none">✘ Loss or damage which is specifically excluded by any of the insured events on page 15 to 26✘ Anything which is specifically excluded in the General Exclusions on pages 54 to 57.

Make sure you insure your building for its replacement value

Even if you have Disaster cover you still need to regularly review your Buildings sum insured – especially after you extend or renovate your home. To help you estimate the replacement value of your buildings, visit tiofi.com.au and use our Home Buildings replacement calculator.

Legal Liability Cover

As part of your Buildings or Contents cover, we include Legal Liability cover. This cover can help provide financial protection if you are found liable for paying compensation following an accident.

What's covered?

We will cover your legal liability for payment of compensation relating to death, bodily injury or illness, and/or physical loss of or damage to property, which is caused by an accident (or series of accidents) attributable to one source or originating cause.

This cover applies for accidents that occur:

- during the period of insurance, and
- anywhere in Australia, or elsewhere in the world, when you are temporarily outside Australia – provided you normally reside in Australia.

If you have Buildings cover only

We cover any legal liability you may incur as owner of the buildings.

If you have Contents cover only

We will not cover any legal liability you may incur as owner of the buildings.

This condition does not apply if the buildings are defined as a lot and your contents are insured by this policy.

What we pay?

We'll pay up to \$20 million for a liability arising out of any one accident (or series of accidents) attributable to one source or originating cause. In addition, we'll also pay all legal costs and expenses you incur with our consent, for which you are legally liable, plus the cost of any lawyers we appoint.

If you have another Buildings or Contents policy with us, we'll reduce the amount we pay by the amount paid out by the other cover for the same liability, loss, occurrence or incidence.

Liability cover – when your buildings are a total loss

If your buildings are a total loss, we will continue liability cover for any amount you have to pay as owner or occupier of the buildings for up to six months from the date your buildings were destroyed.

This cover will stop immediately if:

- construction commences at the insured address,
- you sell the land, or
- you take out a new buildings insurance policy.

What's not covered?

The following exclusions apply to Legal Liability cover.

1. We will not cover your legal liability for:

- damage to your property.
- injury to any person who normally lives with you, or damage to their property.
- injury to your employees, or damage to their property.
- claims arising directly or indirectly from (or in any way connected with):
 - the existence, use, operation or maintenance of email,
 - computer viruses,
 - internet sites or services,
 - intranet sites or any web site.
- loss of or damage to property in your care, custody or control.
- claims arising out of or connected with your business, trade or profession.
- which you are liable for because of the terms of an agreement, other than a rental agreement, you have entered into (unless you would have been liable if the agreement did not exist).
- damage to any land or fixed property resulting from vibration, the removal or weakening of, or interference with support to land, buildings or any other property.
- claims arising out of your ownership, possession or use of any:
 - aircraft or aircraft landing area (where 'aircraft landing area' means any area in which aircraft land, take off, are housed, maintained or operated),
 - aerial devices, drones and other remotely or autonomously piloted aircraft, except a model aeroplane or toy kite,
 - mechanically propelled vehicle, except garden equipment, a golf buggy or wheelchair which do not need to be registered or do not require statutory bodily injury cover to be taken out,
 - watercraft, except for surfboards, sailboards, canoes and surf skis,
 - firearms or ammunition, including any claims that may arise if these items are not registered, stored or used in accordance with the relevant legislation.
- claims involving buildings in the course of construction or any alterations, additions, demolition, repairs to, or decorations of, the buildings costing more than \$75,000.

- claims arising directly or indirectly out of, or in any way connected with, the existence, at any time, of asbestos.
- claims arising out of the discharge, dispersal, release or escape of pollutants. Except for accidents happening in Canada or the United States of America, this exclusion will not apply if the contamination or pollution is caused by a sudden accidental unexpected and unintended happening. We will not pay expenses for preventing such contamination or pollution.
- claims for:
 - pregnancy, or
 - the transmission of disease.
- claims which arise out of your ownership or possession of any building except your buildings located at the insured address as shown in the policy schedule.

2. Additionally, we will not pay a claim for:

- legal liability arising out of breach of copyright, an act of defamation (including libel or slander) or assault caused by you.
- legal liability arising from any:
 - statutory compulsory scheme or fund,
 - accident compensation scheme or workers compensation policy of insurance,
 - industrial award,
 even if the amount recoverable is nil.
- legal liability which is over that recoverable under any:
 - statutory compulsory scheme or fund,
 - accident compensation scheme or workers compensation policy of insurance, or
 - industrial award.
- any aggravated, exemplary or punitive damages, fines or penalties.

General exclusions

Things we won't cover

We want to be clear about what you're covered and not covered for. In addition to any other exclusions listed for an event or cover section – here's a list of things we won't cover under any section of the policy.

Always excluded

Loss, damage, injury or legal liability as a result of, or caused by or arising from:

Actions of the sea

Including:

- a rise in the level of the ocean or sea caused by a high tide, a king tide or any other movement of the sea (other than tsunami or storm surge).

Deliberate, intentional, malicious or criminal acts

By:

- you, your domestic helpers or anyone who lives with you,
- the invitees of you, your domestic helpers or anyone who lives with you,
- any person who is acting with your express or implied consent.

Lawful seizure

Including lawful confiscation, destruction, detention, nationalisation, requisition or seizure.

Nuclear

Ionising radiation or contamination by radioactivity from:

- any nuclear fuel or nuclear waste,
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission),
- nuclear weapons material.

War

Including any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.

Wear and tear

Including depreciation, gradual deterioration, wear and tear or lack of maintenance.

Inherent defects

Including faulty design or materials, structural defects or poor workmanship.

Illegal contents

Which are acquired illegally or are illegally held.

Always excluded (continued)

Soil movement	Including erosion, landslide, mudslide or subsidence unless it is directly caused by and occurs within 72 hours of an explosion, earthquake, tsunami, storm, or flood.
Maintenance, repair or attempted repair operations	Carried out by your tenants or anyone acting on their behalf.
Poor housekeeping	Poor housekeeping by the tenant.
Economic or Trade sanctions	Any insured incident to the extent that the provision of such cover, payment or benefit is prohibited by any law, sanction, prohibition or restriction under United Nations resolutions or any other applicable trade or economic sanctions, laws or regulations.

Excluded unless your policy specifically allows it

Unless we state differently in your policy or policy schedule, we will not pay for loss, damage, injury or legal liability as a result of, caused by or arising from:

Anything not directly related to one of the insured incidents	See pages 15 to 26 for a list of insured incidents. If you have added optional cover to your policy, you will also be covered for events specifically covered by that option.
The action of light, atmospheric or other climatic conditions	However you may be covered by loss or damage caused by: <ul style="list-style-type: none"> • lightning, • storm, storm surge, cyclone, rainwater or run-off, • earthquake or tsunami, • flood.
Insects, birds and vermin including native animals	Includes loss or damage caused directly or indirectly by: <ul style="list-style-type: none"> • insects or birds, • vermin, including native vermin e.g. possums (other than where the vermin cause loss or damage through fire, water or other liquid damage).
Rust, damp or chemical damage	Includes loss or damage caused directly or indirectly by: <ul style="list-style-type: none"> • rust, corrosion, algae, mould or mildew, • any process of cleaning, repairing or restoring which involves the use of chemicals.

Excluded unless your policy specifically allows it (continued)

Lost property	Loss of property which has been simply mislaid or is missing and for which there is no single identifiable event to account for the disappearance.
Any claim while certain items are in use	Includes loss or damage to the following items while they are being used: <ul style="list-style-type: none">• sporting and fishing equipment,• firearms,• bicycles,• watercraft,• drones or other autonomously piloted aircraft.
Any claim while your building is not lived in for more than 60 consecutive days	Loss, damage or theft if the buildings have not or will not be lived in for any period in excess of 60 consecutive days, unless you have our prior agreement in writing.
Mechanical or electrical failure	Includes loss or damage caused by mechanical or electrical breakdown, failure or derangement. However you will be covered for fusion of electrical motors as part of the Motor burnout insured incident.
Electrical malfunctions, processing errors or computer faults and viruses	<p>Includes loss of damage to electronic equipment or data caused by electrical, electronic or mechanical derangement or malfunction, or by a processing error or computer virus.</p> <p>We do not cover the cost of data recovery for any reason or consequential loss.</p> <p>This policy does not cover any loss or damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any computer technology (including computer chip or control logic) and which:</p> <ul style="list-style-type: none">• fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic), or• arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.
Consequential loss	This policy does not cover consequential loss of any kind.

Excluded unless your policy specifically allows it (continued)

Terrorism	<p>This policy does not cover loss, damage, liability, injury, illness, death, cost or expense arising directly or indirectly out of, or in any way connected with:</p> <ul style="list-style-type: none"> • any act of terrorism arising directly or indirectly out of, or in any way connected with, biological, chemical, radioactive or nuclear pollution or contamination or explosion, • any act of controlling, preventing, suppressing, retaliating against or responding to any act referred to above.
Settling, seepage, shrinkage or expansion	Loss or damage caused by settling, seepage, shrinkage or expansion in buildings, walls, roofs, floors, ceilings, foundations, pavements, roads and the like.
Roots from trees	Loss or damage caused by roots from trees, plants, hedges, shrubs or grass.

Claims

Claims > What do you need to do?

No one wants things to go wrong so they have to claim on their insurance. But if you do, we'll do our best to make it as positive an experience as we can.

Hopefully you'll never have to claim – but if you do, here's some important information about the claims process. By following these simple instructions when you claim, you can make claiming easier – and help us process your claim more quickly. And remember, we're here to help. So if you have any questions about making a claim, we'd love to hear from you. Call us on 131 846.

How it works > claims at a glance



Step 1

Make sure everyone is safe



Step 2

Prevent further damage



Step 3

Call the police (as required)



Step 4

Keep evidence



Step 5

Contact us



Step 6

Provide proof of value and ownership

How to make a claim

What you need to do		Why you need to do it
<p>Step 1 Make sure everyone is safe</p> 	<ul style="list-style-type: none"> ✓ Make sure that everyone is safe. 	
<p>Step 2 Prevent further damage</p> 	<ul style="list-style-type: none"> ✓ Do what you can to prevent any further damage, loss or liability. ✓ Consider calling the emergency services in your area if you need help making your property safe. 	<p>By preventing further damage, you may be able to get back on your feet faster.</p>
<p>Step 3 Call the police (as required)</p> 	<ul style="list-style-type: none"> ✓ Tell the police immediately about any malicious damage, theft, attempted theft, burglary or loss of insured property. 	<p>Police report numbers may be a valuable part of your claim – so make sure you ask for them.</p>
<p>Step 4 Keep evidence</p> 	<ul style="list-style-type: none"> ✓ Keep evidence of loss or damage to your insured property. ✓ Don't authorise repairs or replacement unless you are preventing further loss, damage or liability. 	<p>The more information we have, the more likely we are to be able to process your claim successfully.</p> <p>If you authorise repairs, we may not be able to cover them in your claim.</p>
<p>Step 5 Contact us</p> 	<ul style="list-style-type: none"> ✓ Get in touch with us as soon as possible by lodging your claim online or calling us, telling us the full details of any loss, damage, liability or injury that you might claim for. 	<p>As soon as we hear from you, we can start the claims process. We can also help you through the process, to make it easier.</p>
<p>Step 6 Provide proof of value and ownership and amount being claimed</p> 	<ul style="list-style-type: none"> ✓ You need to provide us with any receipts, valuations, photographs, property inspection reports and/or rental agreements and instruction manuals to prove value and ownership. 	<p>We need proof that you own the items that you're claiming on.</p>

What if?

You're legally liable for damage.



If you're legally liable for damages to a third party, we may be able to help. Firstly, you must not admit liability or promise to pay anything to do with the claim. That way we have the best chance of protecting you in the event of legal action.

If a third party tries to sue you for damages, we can take over and defend you. How we run any negotiations, proceedings and claim settlements is at our discretion.

If you need to make a claim for legal liability, you can write and ask us to agree that you're covered for the claim. See Legal Liability Cover on page 51.

What if?

You have to make a total loss claim.

If we pay your claim for the total sum insured for any part of the policy, or enough to pay for the total loss or destruction of all your insured property, that part of the policy will end.

If we accept your claim and pay you the total sum insured for your property, we'll deduct any unpaid premium from the amount we pay you.

For example, if you pay your annual premium in monthly instalments, we'll deduct the remaining premium for the rest of the year from your claim amount. That's because the premium is for a full year of cover – so even if you claim just a couple of months in, you still need to pay for the whole year.

If we replace or rebuild the property, you need to pay us the balance of any premium that you owe for that year.

Your responsibilities

During the claims process you need to co-operate fully with us, this may include;

- giving us access to your building so that a repairer or any other representative we choose can assess loss or damage to your building and contents,
- providing us with information we request (which may include being interviewed by our representatives),
- providing us with documents we request to assist with the assessment of your claim – for example, bank statements, phone records, proof of ownership, notices or court documents.

If you do not co-operate with us we may not be able to progress or approve your claim.

Our rights of recovery

We may be entitled to recover any claim that we've paid from the person or entity that caused the loss, damage or liability. We can decide to take legal action in your name to do so.

We have full discretion in the way we conduct, settle or defend any claim made in your name.

If we end up recovering more than we paid to you on your behalf, we'll pay you the balance.

How we settle your claims



Buildings claims

If we agree to cover your claim for loss of or damage to your buildings, we will pay the reasonable cost of repairing or rebuilding the damaged part of your buildings to the same condition as when it was new.

At our discretion, we may:

- enter into a contract with a builder to repair or rebuild your property, or
- pay you the cost of repairing or rebuilding your property in cash or cash equivalent. This is the cost of repairing or rebuilding, less any discounts that would be available to us if we were to repair or rebuild.

When it is not possible to use original materials during the repair or rebuilding process, the nearest available equivalent to the original materials will be used.

Unless we have agreed in writing, repair or rebuilding of your buildings must commence within six months of the loss or damage. If not, we will not be liable for any costs beyond the repair or rebuilding costs as at the date the loss or damage occurred.

What if you don't want to repair or rebuild?

If we have chosen to repair or rebuild your damaged buildings, but you don't want to repair or rebuild, we will pay you either:

- the reasonable cost to repair or rebuild your damaged buildings, less an amount for depreciation (based on the age and condition of the buildings), or
- the difference between the value of the land and buildings at the insured address immediately before and after the loss or damage occurred.

If the buildings are totally destroyed by the insured incident and we agree to rebuild your buildings, rebuilding may be carried out on another site provided that we agree in writing.

Special items

These items have additional settlement conditions:

- Dividing fences, which may include gates and free-standing walls: the most we'll pay is half the cost of repairing or rebuilding, after taking into account depreciation, based on its age and condition. If a dividing fence or structure is made of trees, shrubs, hedge plants or similar vegetation compensation will be limited to the landscaping limit of \$5,000 noted under Buildings cover (if shown as insured on the policy schedule).
- Fixed wall, floor and ceiling coverings: repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred.
- Roof materials: repair or replacement is limited to the physical area where the loss or damage occurred.
- A deduction will be made for depreciation if your claim is made for:
 - pool liners
 - shade cloth or fabric shade sails.

The most we will pay

The most we'll pay for damage to your buildings is the buildings sum insured, less any excess that applies (plus any optional or additional benefits that may apply – see below).

We may also adjust your claims payment in accordance with the GST provision noted under GST Notice – see page 72 for details.



Optional or Additional benefits

We may also pay some additional benefits to help with other costs related to rebuilding your buildings, including debris removal, surveyors' fees and more.

See **Optional covers** on page 50 and **Building cover – additional benefits** on pages 32 to 37 for details.

Your cover after a claim

Partial loss

If your buildings are not totally destroyed by the insured incident and your buildings sum insured is only partially used up in the repair or rebuilding of your damaged buildings, your buildings sum insured will remain as it was before the claim was made.

Total loss

If your Buildings are a total loss or the total buildings sum insured is exhausted, then the buildings cover under your policy will end. However, your Legal Liability cover as owner of the property will continue until the earliest of:

- six months from the date the insured incident caused the damage,
- when rebuilding starts at the site,
- when you sell the land, or
- when you take out a new insurance policy at the site.

If you pay your premium:

- Annually in full – there will be no premium refund for any time left in the period of insurance for the Buildings cover.
- In instalments – any remaining instalments for that period of insurance will be deducted from your claim settlement.

Contents claims

If we agree to cover your claim for loss of or damage to your contents at our discretion, we may:

- repair or replace the item (or items),
- reimburse you in cash equivalent, store credit or cash, (at our discretion) for the reasonable cost of repair or replacement of the item (or items), or
- reimburse you up to the amount of the sum insured of the item (or items).

We consider the reasonable cost of repair or replacement to be the retail price of the item as if it were new, less any discount that would be available to us if we were to repair or replace it on your behalf. We will not pay the extra cost of purchasing an extended warranty on any item.

For obsolete electrical appliances, such as outdated TVs, we may repair or replace to an equal specification (but not brand). If this is not available, it means to the nearest better specification available. It may be a different brand.

For claims with multiple items, we may pay the claim using a combination of the above options.

Special items

These items have additional settlement conditions:

- Carpet, loose floor coverings, curtains or internal blinds: repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred.
- A deduction will be made for depreciation if a claim is made for:
 - pool liners
 - shade cloth or fabric shade sails
 - carpets over 10 years old

The most we will pay

The most we'll pay for loss or damage to your contents is the relevant sum insured (and any additional benefits that may be payable in addition to the sum insured – see below), less any excess that applies.

We may also adjust your claims payment in accordance with the GST provision noted under GST Notice – see page 72 for details.



Additional benefits

We may also pay some additional benefits to help with other costs related to your claim, including debris removal, and contents in the open air at your insured address.

See **Contents cover – additional benefits** on pages 41 to 43 for details.

Your cover after a claim

Partial loss

If your contents are not totally destroyed by the insured incident, and your sum insured is not exhausted by the claim, your cover will continue and your sum insured will remain as it was before the claim was made.

Total loss or contents sum insured exhausted

If your Contents are a total loss or the total applicable contents sum insured is exhausted then the applicable contents cover under your policy will end unless you apply for additional cover and agree to pay us any additional premium we may require.

If the Contents cover under your policy comes to an end mid-term, if you pay your premium:

- Annually in full – there will be no premium refund for any time left in the period of insurance for the applicable Contents cover.
- In instalments – any remaining instalments for that period of insurance will be deducted from your claim settlement.

Rent Default and Theft by Tenant (including Legal expenses and cleaning cost claims)

If you are entitled to use bond monies to settle or reduce any loss or damage you must do so. To calculate the amount payable under this section we will deduct:

- the amount of any bond monies remaining after you have paid allowable re-letting expenses; and
- any applicable excess shown in your policy schedule.

We will then settle your claim subject to the policy conditions.

Where a claim for rent default or theft by tenant is made at the same time as a claim for related legal expenses or cleaning costs the applicable excess(es) are payable once only.

How it all works > Claim examples

The following are claim settlement examples only to show you how a claim settlement may be calculated based on practical scenarios. Any actual claim settlement will depend on the facts, and circumstances of the claim and if we decide to settle your claim.

These examples do not waive your obligations or responsibilities when making a claim.



Storm or lightning damage

Storm damage

Example 1: If you have Buildings cover

Building sum insured	\$450,000
Optional cover	None selected
Basic excess	\$500
Loss or damage	Your roof is damaged as a result of a storm.
Repair/replacement cost	\$15,000 to repair your roof.
How we may settle your claim	You pay us the \$500 basic excess. We agree to arrange a builder and pay them \$15,000 to repair your roof.
Total settlement value \$14,500	



Vandalism or malicious damage

Malicious damage

Example 2: If you have Buildings cover

Building sum insured	\$400,000
Optional cover	None selected
Basic excess	\$500
Loss or damage	Tenant causes malicious damage to property by punching a hole in the wall.
Repair/replacement cost	\$3,000 to repair your wall.
How we may settle your claim	You pay us the \$500 basic excess. We agree to arrange a builder and pay them \$3,000 to repair your wall.
Total settlement value \$2,500	



Rent Default or Theft by Tenant

Your tenant defaults on rent payments

Example 3: If you have Buildings and/or Contents cover

Building sum insured	\$350,000
Optional cover	Rent Default and Theft by Tenant
Basic excess	\$500
Loss or damage	Tenant defaults on rent payments and fails to make good after you have issued the appropriate notices.
Amount of claim	Loss of weekly rental: $\$500 \times 8 \text{ weeks} = \$4,000$
How we may settle your claim	We agree to pay \$1,500 calculated as follows: <ul style="list-style-type: none">- 8 weeks x \$500 = \$4,000- Less the amount of bond money you are entitled to (\$2,000)- Less your excess (\$500) We pay you \$1,500
Total settlement value \$1,500	

Other important information

Here are some other important things you should know about your policy, how we treat your personal information and what to do if you have a complaint.

Your responsibilities – duty of disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend or reinstate the contract. This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

Your duty of disclosure when you enter into the contract with us for the first time

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

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

Your duty of disclosure when you vary, extend or reinstate the contract

When you vary, extend or reinstate the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

What you do not need to tell us

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us,
- that is of common knowledge,
- that we know or, in the ordinary course of our business as an insurer, ought to know, or
- as to which we have waived your duty of disclosure.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Your privacy

At TIO, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

How we collect your personal information

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

Why we collect your personal information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; make offers of products and services provided by us, our related companies, brokers, intermediaries, business partners and others that we have an association with that may interest you; and conduct market or customer research to determine those products or services that may suit you.

You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling us on 131 846 ACST, 8am to 6pm Monday to Friday, or going to our website's Privacy section at www.tiofi.com.au.

If you do not provide your personal information we require, we may not be able to provide you with our services, including settlement of claims.

Who we disclose your personal information to

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, industry databases or as required by law.

Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries

where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to your personal information and complaints

You may ask for access to the personal information we hold about you and seek correction by calling 131 846 ACST, 8am to 6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at www.tiofi.com.au.

Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

Your consent

By providing us with personal information you and any other person you provide personal information for, consent to these uses and disclosures until you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

Receiving your policy documents

You may choose to receive your policy documents:

- electronically (by email), or
- in hard copy (by post).

In the event that you choose to receive your documents electronically, we will send them to the email address that you have provided us.

Any documents sent by email will be considered to have been received by you 24 hours from the time we sent them to your email address. If you do not tell us to send your documents to you electronically, then we will send them to you by post to the mailing address that you have provided us.

It is your responsibility to make sure that both the email and mailing address you have provided us are up to date. This means you need to let us know if you change your email or mailing address as soon as it happens.

Assigning your rights

You are not allowed to assign any benefits, rights or obligations under your policy unless you have our written permission to do so.

Phoning for assistance and confirmation of transactions

If you need to clarify any of the information contained in this PDS or your policy documents, wish to confirm a transaction or you have any other queries regarding your policy, please use the contact details on the back cover.

Complaints and disputes

We want to resolve any complaint you have as quickly as possible. The table below outlines the steps that make up our complaint and dispute resolution process.

1. Talk to us	2. Contact our customer relations	3. Seek an external review of the decision
Call us on 131 846 as a TIO staff member may be able to resolve it. If not they can refer it to a manager. They will try and resolve it straight away.	We will treat your complaint as a dispute and complete an independent review.	If you are not happy with the decision or a decision is not reached within 45 days you may seek an external review. We will provide you with information on external review options such as referral to: The Australian Financial Complaints Authority (AFCA). You can contact AFCA on 1800 931 678.

If you are dissatisfied with our service in any way, please contact us and we will attempt to resolve the matter in accordance with our internal dispute resolution procedures. A dispute can be referred to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms. Here are AFCA's contact details:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3 Melbourne VIC 3001

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain more information on the Code of Practice and how it assists you by contacting us on 131 846.

Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from www.fcs.gov.au.

If this insurance has been issued through an insurance intermediary

If your policy has been issued through our agent who is acting under a binder arrangement with us, then they are acting as our agent and not as your agent.

If your policy has been issued by an intermediary, other than an agent acting under a binder arrangement with us, then the intermediary is acting as your agent.

When the policy has been arranged through an intermediary, a commission is payable by us to them for arranging the insurance. You can ask them or us for more information.

Cancellation rights under the policy

When you can cancel this policy

You may cancel this policy at any time by telephoning us.

When we can cancel this policy

We have the right to cancel this policy in certain circumstances, including where:

- you failed to comply with your Duty of Disclosure,
- you have made a misrepresentation to us prior to the issue of the policy,
- you have failed to comply with a provision of your policy, including a term relating to payment of premium,
- you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that the policy covers you, or
- where we are otherwise permitted to do so by law.

We will give you three business days' notice in writing of the date from which the policy will be cancelled, by:

- giving it to you or your agent in person,
- delivering it electronically where we are allowed by law, or
- posting it to the address last notified to us.

Cancellation costs

If your policy is cancelled, we may deduct a pro rata proportion of the premium for time on risk, and:

- reasonable administrative costs related to the acquisition and termination of the policy, and
- any government taxes or duties we cannot recover.

If you have made a claim under this policy and we have agreed to the claim, we will not return any unused portion of the premium if the amount claimed exceeds the premium you have paid.

Renewal procedure

Each year on renewal, we'll generally send a renewal invitation and let you know the renewal cost.

For Buildings and Contents covers, we'll automatically increase the cover amount (the sum(s) insured), to help it keep pace with inflation and rising costs. We recommend that you check the new amounts to make sure they continue to cover your full replacement values and to make sure your insurance still meets your needs. If you don't want us to increase the sum(s) insured, just let us know.

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

GST Notice

This policy has a GST provision in relation to premium and our payment to you for claims. It may have an impact on how you determine the amount of insurance you need. Please read it carefully. Seek professional advice if you have any queries about GST and your insurance.

Sums insured

All monetary limits in this policy may be increased for GST in some circumstances (see below).

Claim settlements – where we agree to pay

When we calculate the amount we will pay you, we will consider the following:

- Where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the policy) we will pay for the GST amount.
- We will pay the GST amount in addition to the sum insured/ limit of indemnity or other limits shown in the policy or in the policy schedule.
- If your sum insured/limit of liability is not sufficient to cover your loss, we will only pay the GST amount that relates to our settlement of your claim.

- We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled.
- Where we make a payment under this policy as compensation instead of payment for a relevant acquisition, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to a relevant acquisition.
- Where the policy insures business interruption, we will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by your business that is relevant to your claim.

Disclosure – input tax credit entitlement

If you register, or are registered, for GST you are required to tell us your entitlement to an input tax credit on your premium. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we may pay. This policy does not cover you for this GST liability, or for any fine, penalty or charge for which you may be liable.

Governing Law

All disputes arising out of or under the policy shall be subject to determination by any court of competent jurisdiction within, and in accordance with the laws of the State or Territory where the policy is issued.

Failure to comply with policy conditions

If you do not comply with the policy terms and conditions, we may refuse to pay a claim in whole or in part.

Definitions

Some of the words in this policy have special meanings wherever they appear. These words and their meanings are defined below.

When we say	We mean
Accidental damage	Accidental damage means damage caused by sudden, unforeseen and unintended events.
Allowable reletting expenses	Reletting expenses as specified in the current lease or rental agreement for the building.
Actions of the sea	A rise in the level of the ocean or sea caused by a high tide, a king tide or any other movement of the sea (other than storm surge or tsunami).
Body corporate	The body corporate, owners' corporation, corporation, strata company or strata corporation of the strata title development applicable to the strata or unit titles legislation which applies in the State or Territory where the lot is located.
Bond monies	The amount paid by your tenant at the start of the current lease or rental agreement that is held as security against damage or loss of rent. Your policy will operate on the basis that bond money equal to at least four weeks rent has been paid.
Building or Buildings	<p>The home building or lot at the insured address that is primarily used as a place of residence.</p> <p>When the word building is used in policy the following property is also included:</p> <ul style="list-style-type: none">• structures,• fixtures, and• landscaping.
Burglary	Loss or damage following forcible and violent entry.
Can't be lived in	When your building is so damaged that normal domestic activities like cooking, sanitation and personal hygiene cannot take place, and we agree that your tenant cannot live in the building.
Cash equivalent	The reimbursement to you by a method other than cash. This includes but is not limited to store card, store credit and pre-paid debit card.
Common property	Property owned by the body corporate that is identified as common and forming part of the strata title development and that is not part of any lot.
Contents	Contents as listed on page 40.

When we say	We mean
Contents in the open air	Contents at the insured address which are located: <ul style="list-style-type: none"> • in the open air, • under an open sided structure or carport, or • on a patio or verandah.
Default of payment of rent	Means that the tenant: <ul style="list-style-type: none"> • is still occupying the building but is not paying rent, and • has been issued with the appropriate notices (including all notices required to be given under any relevant State or Territory legislation) in relation to non-payment of rent, such as “Notice to Remedy Breach” and “Notice to Leave”.
Excess	<p>The amount you, or the person making the claim, must pay towards the claim unless we state that an excess does not apply. The excess(es) you need to pay for each cover type is shown on your policy schedule, or referred to in this PDS.</p> <p>You will only have to pay the applicable excess(es) once in respect of any single claim if your buildings and contents are damaged by the same insured event.</p> <p>For earthquake and tsunami claims, an additional excess of \$250 also applies to loss or damage caused by each earthquake or tsunami or a series of earthquakes or tsunamis during any period of 48 consecutive hours.</p>
Fixtures	Fixtures as listed on page 31.
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"> • a lake (whether or not it has been altered or modified), • a river (whether or not it has been altered or modified), • a creek (whether or not it has been altered or modified), • another natural watercourse (whether or not it has been altered or modified), • a reservoir, • a canal, or • a dam.

When we say**We mean**

Hydrostatic pressure	<p>Pressure exerted by a fluid due to gravity. An example of where hydrostatic pressure may cause damage to your property is where you have emptied your in-ground fibreglass swimming pool for maintenance purposes and there is heavy rainwater or a flood.</p> <p>If the pressure exerted on the empty pool by water which has soaked into the surrounding ground, exceeds the weight of the empty pool, it can cause it to 'pop' out of the ground.</p>
Insured address	The address shown on your policy schedule.
Landscaping	Landscaping as listed on page 31.
Legal expenses	Are those you incur when you have to apply to a court for remedial action against a tenant.
Lot	The lot or unit in a strata title development at the insured address. It includes fixtures and fittings which are not insurable by the body corporate. It does not include common property or fixtures and fittings which are insurable by the body corporate.
Malicious damage	The wilful act or acts of a person or persons, other than you or your agents and employees or other representatives, which causes damage to your buildings and/or contents with the deliberate and direct intention of denying you the use or benefit of the buildings and/or contents damaged. It does not mean poor housekeeping, theft, burglary or housebreaking.
Period of insurance	The period of time commencing on the effective date stated in the policy schedule and ending on the expiry date stated in the policy schedule or the date the policy otherwise ends in accordance with its terms, whichever is the earlier. Each renewal gives rise to a separate period of insurance.
Policy	This Product Disclosure Statement (PDS), the policy schedule and any other documents we agree with you that form part of the terms and conditions of our contract with you (such as a Supplementary PDS or any special conditions or endorsements issued to you in written form).
Policy schedule	The relevant policy schedule issued by us which sets out important details of cover such as who is insured, the cover(s) provided, the period of insurance, the relevant limits, excesses and other important information.
Poor housekeeping	Careless, untidy, unclean, unhygienic habits or neglect of domestic household maintenance which may result in loss or damage including liquid, dirt or food stains to items such as fixed flooring and carpets or furniture, odours, abandoned items or rubbish, drawing or painting on walls which requires cleaning, repairing or removing.

When we say	We mean
Rainwater	Rain falling naturally from the sky onto the buildings and/or ground.
Rental agreement	A legally binding written contract between the tenant of your property and you or your managing agent which sets out the terms and conditions of the tenancy, including the premises for rent, the term of the tenancy, the amount of weekly rent payable to you and the bond or security paid by the tenant. Such a contract may also be referred to as a lease or residential tenancy agreement.
Run-off	Rainwater that has collected on or has flowed across normally dry ground or has overflowed from swimming pools or spas, provided such rainwater is not combined with flood waters.
Storm	Violent wind (including cyclones and tornadoes), thunderstorms or hail which may be accompanied by rainwater or snow.
Storm surge	A rise above the normal water level along a shore resulting from strong onshore winds and/or reduced atmospheric pressure.
Strata title development	Any form of land title which allows for multiple individual titles to exist in or on a block of land where the common property is held under a single separate title and which is applicable to the strata or unit titles legislation which applies in the State or Territory where the land is located.
Structures	Structures as listed on page 30.
Terrorism	Any act of terrorism including, but not limited to, any act or preparation in respect of action or threat of action, designed to: <ul style="list-style-type: none"> • influence a government or any political division within it for any purpose, and/or • influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.
Theft	Theft without forcible entry.
Tsunami	A wave or waves caused by sudden movement of the ocean due to earthquakes, volcanic eruption or other meteorological disturbances. It does not include anything we define as actions of the sea.
We, our or us	Allianz Australia Insurance Limited AFS Licence No. 234708, ABN 15 000 122 850 trading as Territory Insurance Office (TIO) of 24 Mitchell Street, Darwin NT 0800.
You or your	The person(s) named in the policy schedule as the insured.

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For enquiries
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