



RentCover® Product Disclosure Statement and EBM RentCover Policy

About this booklet

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

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

Our agreement with you

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

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

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

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

Excesses

In most cases, **you'll** need to contribute an amount towards the cost of any claims to pay. The excesses that apply to **your** Policy are set out in the **Cover Summary**.

How much we will pay

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

Date of preparation: 7 July 2024

Date effective: 5 August 2024

PDS Code: AJAN-022193-2024

About us

In this document, any reference to '**we**', '**our**' or '**us**' means RentCover Underwriting Agency Pty Ltd (EBM RentCover) ABN 76 130 218 914 / ARN 325630. EBM RentCover is a related company of, and an Authorised Representative of, Elkington Bishop Molineaux Insurance Brokers Pty Ltd (EBM Insurance & Risk), ABN 31 009 179 640 / AFS Licence No: 246986.

EBM Insurance & Risk holds a binding authority from ZAIL which is delegated to EBM RentCover and allows EBM RentCover to arrange, issue and distribute insurance on behalf of ZAIL and to deal with or settle claims on their behalf.

If **you** require further information about this product, please contact EBM RentCover on 1800 661 662 or at RentCover.com.au.

About the Insurer

The Policy is underwritten by Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence No. 232507 of 118 Mount Street, North Sydney NSW 2060.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, mid-sized and large companies, including multinational corporations.

This Product Disclosure Statement (PDS) is an important document. **You** should read it carefully before making a decision to purchase this product.

This PDS will help **you** to:

- › decide whether this product will meet **your** needs; and
- › compare this product with other products **you** may be considering.

The information contained in this PDS is general information only. It is important **you** read **your** policy to ensure **you** have the cover **you** need.

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ZURICH®

Policy Wording

Words with Special Meanings

Section 1. Cover for **your Premises** and **Contents**

(Fixtures & Fittings) – **Tenant & Accidental Damage**

Section 2. Cover for **your Premises** – Insured **Events**

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General Conditions

Claims

- earthquake and tsunami
- theft and attempted theft
- malicious acts
- riot or civil commotion
- escaping liquid
- impact
- breakage of fixed glass, shower base, sink, bath, lavatory pan or cistern if the building is insured, or of any glass forming part of an item of furniture, if the **contents** are insured
- fusion of an electric motor
- explosion

- e) Legal liability cover for \$30,000,000 which includes liability for **you** or any member of **your family** in respect of ownership or occupancy of **your premises** where **your premises** is insured under this Policy, or where **your premises** is a strata title residence and **your contents** are insured under this Policy.

This Policy also provides the following additional benefits:

- f) fees incurred directly in relation to repair or replacement of **your premises**
- g) removal of debris under sections 2.
- h) if this Policy insures **your premises**, we insure **your** extra costs of reinstatement necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing **your premises**

IMPORTANT INFORMATION

Types of Policies Included in this Document

There are four types of Policies within this document, these are RentCoverPlatinum, RentCoverUltra, Householders Rental and Householders Rental Contents.

If **you** have selected RentCoverPlatinum; all Sections are insured.

If **you** have selected RentCoverUltra; Sections 1, 3, 4, 5 & 6 are insured, and Section 2 is not insured.

If **you** have selected Householders Rental; Sections 2, 3, 4 and 5 are insured, and Section 1 and 6 are not insured.

If **you** have selected Householders Rental Contents; Sections 3, 4 and 5 are insured, and Sections 1, 2 and 6 are not insured.

Your Cover Summary clearly shows the type of Policy **you** have selected.

Significant benefits and features

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

- a) **your** financial investment in **your premises** and **contents**, in most cases on a new for old basis, if they are lost or **damaged** due to an insured **event**. **You** can choose to cover **your premises**, **your contents**, or both under this Policy.
- b) **you** for **your** legal liability to third parties if they claim against **you** for compensation or expenses which **you** become legally liable to pay for:
- the death of, or **personal injury** to, any person
 - the loss of, or **damage** to, property.
- c) accidental and **malicious damage** by **tenants**, **tenant's** visitors or **family**.

The Policy provides:

- d) Cover for **your premises** and **contents** up to their sums insured at the site, during the **Period of Insurance**, caused directly by any of the following insured **events**:
- fire
 - storm, rainwater or **flood**
 - lightning or thunderbolt

The Policy does not cover certain things

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

The Policy will not cover loss or **damage**:

- a) intentionally caused by **you** or a member of **your family** or a person acting with **your** consent or the consent of a member of **your family**
- b) resulting from or caused by:
- inherent defects, structural defects, faulty workmanship, faulty design that:
 - **you** were aware of, or a reasonable person in the circumstances would have been aware of and
 - **you** knew, or a reasonable person in the circumstances would have known may result in **damage** or further **damage**
 - any gradual process
 - wear, tear, rust, corrosion, depreciation, gradual deterioration or age, mildew, mould or algae
 - any consequential loss, other than that specifically provided by this Policy, such as:
 - any decrease in the value of **your** land, or, if **you** are a strata lot owner, any decrease in the value of **your** strata lot or **your** share in relation to company title;
 - any diminished value of **your** property after it's been repaired
 - any intangible losses including intellectual or sentimental value
 - the cost of hiring a replacement machine or appliance
 - loss of income (except for loss of **rent** from **your** rental property), loss of profits or costs arising from any business interruption

- medical expenses or
- compensation for **you** or **your family's** stress or anxiety, inconvenience or loss of time.

However, if the claim is covered under Section 5: Cover for **your** Legal Liability – Property Owners, and **you** are ordered by a court or required by a settlement made in accordance with this Policy to pay for a third party's indirect losses, **we** will cover those indirect losses.

- erosion, subsidence, landslide or earth movement where it occurs within 72 hours of, and as a direct result of the following insured **events**:
- explosion
- storm
- earthquake or tsunami
- escaping liquid
- storm or wind **damage** to fences, gates or retaining walls if they are not made of steel, brick, concrete, masonry or stone (except in Queensland and Western Australia)
- water entering the home through an opening made for the purpose of alterations, additions, renovations or repair
- the **action of the sea**, high water, tidal wave.

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

- any agreement, unless liability would have attached to **you** or **your family** if that agreement did not exist
- death or **personal injury** to **you** or to any person who normally lives with **you**
- damage** to property belonging to **you** or any person who normally lives with **you**
- directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos
- building work, construction or demolition of a building, including the home if the value of the work exceeds \$50,000

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

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

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

- where an **excess** applies (any applicable **excess** will be shown in **your Cover Summary**). A \$500 **excess** applies to earthquake claims (unless a greater **excess** is shown on **your** schedule).
- in relation to **damage** caused by the **tenant** loss of **rent** or legal expenses, by the balance of the bond monies remaining after deducting clean up costs or other expenses **you** are legally entitled to deduct from the bond monies

The Policy contains a number of conditions that **you** are required to comply with. If **you** do not comply with them **we** may be entitled under section 54 of the *Insurance Contracts Act 1984* (Cth) to:

- refuse to pay a claim in whole or in part that fairly represents the extent to which **our** interests are prejudiced as a result of the non-compliance; or

- refuse to pay a claim in whole or in part where the non-compliance has caused or contributed to all or some of the loss that is the subject of the claim.

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

Some General Conditions include:

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

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

Significant risks

Your sum insured may not be adequate

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

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

For example, there is a sublimit on works of art, tapestries and antique furniture of \$5,000 per item, and in total, 20% of the unspecified **contents sum insured**.

A claim may be refused

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

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

The cost of this Insurance Policy

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

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

Some factors that impact the calculation of **your** premium include:

- where the **premises** or **contents** are located,
- the **sum insured**,
- the building type, and
- the building age.

Your duty of disclosure

Before **you** enter into an insurance contract, **you** have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

If **we** ask **you** questions that are relevant to **our** decision to insure **you** and on what terms, **you** must tell **us** anything that **you** know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until **we** agree to insure **you**.

If you do not tell us something

If **you** do not tell **us** anything **you** are required to tell **us**, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

Privacy

EBM RentCover and Zurich is bound by the Privacy Act 1988 (Cth). **We** collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about **you** ('**your** details') to assess applications, administer policies, contact **you**, enhance **our** products and services and manage claims ('Purposes'). If **you** do not provide **your** information, **we** may not be able to do those things. By providing **us**, **our** representatives or **your** intermediary with information, **you** consent to **us** using, disclosing to third parties and collecting from third parties **your** details for the Purposes.

We may disclose **your** details, including **your** sensitive information, to relevant third parties including **your** intermediary, affiliates of Zurich Insurance Group Ltd, insurers, reinsurers, **our** banking gateway providers and credit card transactions processors, **our** service providers, **our** business partners, health practitioners, **your** employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain **your** details from relevant third parties, including those listed above. Before giving **us** information about another person, please give them a copy of this document. Laws authorising or requiring **us** to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at www.zurich.com.au or by telephoning **us** on 132 687, provides further information and lists service providers, business partners and countries in which recipients of **your** details are likely to be located. It also sets out how **we** handle complaints and how **you** can access or correct **your** details or make a complaint.

EBM RentCover's Privacy Policy, available at RentCover.com.au or by telephoning **us** on 1800 661 662, describes **our** current policies and practices in relation to how **we** collect, handle, use and disclose **your** personal information. It also explains how **you** can complain about a breach of privacy, how **you** can access the personal information **we** hold about **you** and how to have that information corrected.

General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice (the Code) and support the Code.

The objectives of the Code are:

1. to commit **us** to high standards of service;
2. to promote better, more informed relations between **us** and **you**;
3. to maintain and promote trust and confidence in the general insurance industry;
4. to provide fair and effective mechanisms for the resolution of complaints and disputes **you** make about **us**; and
5. to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and **your** rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting **us** on 132 687.

How to make a claim

Please contact EBM RentCover or **your** Broker to make a claim. **You** can contact EBM RentCover on 1800 661 662 or lodge a claim online at Claims.RentCover.com.au. Apart from emergency repairs necessary to prevent further loss, **we** will only accept responsibility for repairs or payments to third parties under a claim where **you** have told **us** about them beforehand and **we** have accepted **your** claim. Full details of what **you** must do for **us** to consider **your** claim are provided in the 'Claims' section at the end of this booklet.

Complaints and Disputes Resolution process

If **you** have a complaint about an insurance product **we** have issued or service **you** have received from **us**, please contact EBM RentCover on 1800 661 662 or RentCover.com.au to initiate **your** complaint with **us**. If **you** are unable to contact **your** intermediary, **you** can contact **us** directly on 132 687. **We** will acknowledge receipt of **your** complaint within 24 hours or as soon as practicable.

If **you** are not satisfied with **our** initial response, **you** may access **our** internal dispute resolution process. Please contact EBM RentCover on 1800 661 662 or contact complaints@rentcover.com.au.

We expect that **our** internal dispute resolution process will deal fairly and promptly with **your** complaint, however, **you** may take **your** complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. **We** are a member of this scheme and **we** agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to **you**.

Their contact details are:

Website: www.afca.org.au

Email: info@afca.org.au

Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If **your** complaint or dispute falls outside the AFCA Rules, **you** can seek independent legal advice or access any other external dispute resolution options that may be available to **you**.

Cancelling your Policy

How you may cancel this Policy

- **You** may cancel this Policy at any time by telling **us** electronically or in writing that **you** want to cancel it. **You** can do this by giving the notice to EBM RentCover at enquiries@rentcover.com.au or PO Box 879, Hawthorn VIC 3122.
- Where '**you**' involves more than one person, the Insurer will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How we may cancel this Policy

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

The Premium

We will refund to **you** the proportion of the premium for the remaining **period of insurance**.

Cooling off period

If **you** change **your** mind about **your** Policy and haven't made a claim, **you** can cancel it within 21 days of the start or renewal date and **you**'ll receive a full refund. To do this **you** may notify EBM RentCover electronically or in writing at enquiries@rentcover.com.au or PO Box 879, Hawthorn VIC 3122. If **you** cancel **your** policy in these circumstances, **you** will have no cover under the policy. **You** can also cancel **your** policy outside the cooling off period, however EBM RentCover may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, **we** are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the **event** that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy

may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at www.fcs.gov.au

Providing Proof

So that **your** claim can be assessed quickly **you** should ensure that **you** can provide **us** with the following:

- › receipts or other confirmation of purchase
- › valuations
- › photographs of items in the **premises** and any
- › other documentation and information requested at the time of a claim.

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

Other Parties' Interests

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

How **you** can pay **your** premium

You can pay **your** premium:

- in one annual payment to EBM RentCover or **your** Broker.

Paying your annual premium

You must pay **your** annual premium by the due date to EBM RentCover. If **your** premium is unpaid by this date or **your** payment is dishonoured this Policy will be cancelled for non-payment of premium and there will be no cover.

Preventing our right of recovery

If **you**'ve agreed with or told someone who caused **you** loss, **damage** or liability that **you** won't hold them responsible then, to the extent **we**'ve been prejudiced by this act, **we** won't cover **you** for that loss, **damage** or liability.

POLICY WORDING

Words with special meanings

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

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

Word or Term	Meaning
Accidental damage	Sudden, unforeseen, unexpected and unintended loss or damage , which is not ' Malicious damage ', and which is not an ' Insured Event ' and which is not otherwise excluded by this Policy.

Word or Term	Meaning
Act of terrorism	Includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
Act of terrorism	<ul style="list-style-type: none"> › involves violence against one or more persons, or › involves damage to property, or › endangers life other than that of the person committing the action, or › creates a risk to health or safety of the public or a section of the public, or › is designed to interfere with or to disrupt an electronic system.
Action of the sea	Tidal wave, high tide, king tide, storm surge or any other movement of the sea except for tsunami.
Arrears	Any rent that has not been paid by the date it was due.
Audit	<p>Any form of investigation or audit of your financial or taxation affairs that is initiated by an authorised government auditor.</p> <p>An audit does not include anything pertaining to</p> <ol style="list-style-type: none"> 1. any licence, membership, industry status 2. compliance with any employee law 3. the gathering of any data or information not directly part of the audit 4. superannuation
Auditor	An officer who is authorised under Commonwealth, State or Territory legislation to carry out an audit of your taxation, financial affairs or a taxation liability.

Word or Term	Meaning
Contents	<p>Up to the sum insured shown on your coverage summary, Under Section 1 contents includes:</p> <ol style="list-style-type: none"> a) built in furniture, cupboards, non-portable stoves, non-portable electrical equipment, water heaters and coolers and space heaters and coolers, b) blinds, light fittings, curtains, drapes of every description, c) floor coverings, d) if you own a strata title building, the internal paintwork, wallpaper and any fixture or structure improvement within or attached to that residence which the Body Corporate is not required by law to insure e) your personal property, and general household contents and equipment which is <ul style="list-style-type: none"> – not for the tenants use, and – in an area that is locked and fully enclosed by walls and a ceiling inaccessible to the tenant, <p>and which are contained in the premises.</p> <p>Up to the sum insured shown on your coverage summary, Under Section 3 contents includes:</p> <ol style="list-style-type: none"> a) household goods, blinds, light fittings, curtains, drapes of every description and floor coverings b) general household contents and equipment which is <ul style="list-style-type: none"> – not for the tenants use, and – in an area that is locked and fully enclosed by walls and a ceiling inaccessible to the tenant, <p>and which are contained in the premises.</p> <ol style="list-style-type: none"> c) if you own a strata title building, the internal paintwork, wallpaper and any fixture or structure improvement within or attached to that residence which the Body Corporate is not required by law to insure d) garden equipment if it does not require registration.

Word or Term	Meaning
Contents	<p>In Section 1 and Section 3) 'contents' does not include:</p> <ul style="list-style-type: none"> a) fish, birds or animals of any description b) trees, shrubs and any other plant life including grass or lawns, or soil, bark or mulch (other than pot plants) c) any caravan or trailer, watercraft or bicycles, d) motorised vehicles other than that listed in point (d) under the heading 'What contents means' under section 3 e) aircraft or their accessories f) accessories or spare parts, keys or remote locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, aircraft or watercraft while they are in or on the motor vehicle, caravan, trailer, aircraft or watercraft g) photographic and video equipment, film, negatives photographs, musical instruments or musical equipment, or any sporting equipment h) antiques (other than furniture), carpets or rugs that are made by hand i) any type of mobile telephones, MP3 or MP4 players or any similar devices, computers of any type – including laptops, notebooks, palmtops, Personal Digital Assistants (PDAs) electronic diaries, electronic notebooks, pocket Personal Computers j) electronic data, or any computer media such as discs or tapes – other than computer games for non-portable computer game consoles k) any property <ul style="list-style-type: none"> – illegally in your possession – stored in a dangerous and illegal way, or any equipment connected with growing or creating any illegal substance – within or attached to the residence which the Body Corporate is required by law to insure if your premises is in a strata title building l) commercial or retail trade stock m) your premises or any part of your premises. n) jewellery, gold or silver articles, furs, watches, clothing, stamps coins or medals, documents or any personal effects. o) cash, coins and negotiables. <p>'Negotiables' means treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instrument.</p>

Word or Term	Meaning
Cover Summary	<p>The document that we give you which sets out the details of your cover which are personal to You. It forms part of the Policy. It shows the cover and any options that you have selected. When your Policy is endorsed, changed or renewed, we will give you a new Cover Summary. The information on your schedule can modify the terms set out in this Policy.</p>
Damage or damaged	<p>When property insured by this Policy suffers loss or is physically harmed, but not from wear and tear, and its value or usefulness is permanently reduced. It also includes where property insured is destroyed or unrecoverable.</p> <p>It does not include:</p> <ul style="list-style-type: none"> › where property can be cleaned using ordinary household chemicals and cleaning processes to bring it back to its pre-event condition. Property may be considered to be damaged if only professional cleaning can bring it back to its state prior to the event; or › scratching or denting which is cosmetic and that's the only damage; or › any change a tenant makes to the property that is allowable under the relevant residential tenancy legislation or approved by the landlord.
Dwelling	<p>A self contained residence within a premises which includes:</p> <ul style="list-style-type: none"> › A kitchen sink › Food preparation facilities › A bath or shower, and › A toilet and wash basin.
Event	<p>Each occurrence, loss or damage which entitles you to make a claim under this Policy.</p>
Excess	<p>The first amount of any claim which must be paid by you in relation to each loss or damage or a series of losses or damages arising out of any one event. If an excess is applicable the amount will be shown in the Cover Summary. Malicious damage by a tenant is treated as one event. General Policy Excesses are shown under the clause heading of What you must pay if you make a claim</p> <p>Excess on page 17 of the Policy.</p>
Family	<p>Any member of your family who lives permanently with you, including your partner.</p>

Word or Term	Meaning
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) a lake (whether or not it has been altered or modified); b) a river (whether or not it has been altered or modified); c) a creek (whether or not it has been altered or modified); d) another natural watercourse (whether or not it has been altered or modified); e) a reservoir; f) a canal g) a dam.

Insured Events mean:	But Not:
a) Fire Damage caused by: <ul style="list-style-type: none"> › Fire › Charring, melting or scorching as a result of heat from a fire; and › Smoke, ash or soot from a fire 	Damage deliberately caused by you or someone with your consent Damage to an item designed to be exposed to or generate heat, caused in the ordinary course of its use, such as a fireplace, a clothes iron or a cooking appliance, where that's the only damage that occurs
b) Storm (including cyclone or hurricane) or rain which may be accompanied by snow, sleet or hail and flood	Loss or damage caused by: <ul style="list-style-type: none"> › Storm, rainwater or wind to trees, shrubs or plants › Storm, rainwater or wind to: <ul style="list-style-type: none"> – Retaining walls, – Free standing walls, – Fences or – Gates unless they are located in Queensland or Western Australia or they are constructed of: <ul style="list-style-type: none"> – brick, concrete, masonry, stone or steel, – constructed of timber but are 15 years old or less

Insured Events mean:	But Not:
	The action of the sea <ul style="list-style-type: none"> › Water seeping through a wall or floor › Fungus, mildew, mould, algae › Atmospheric or climatic conditions other than storm Water entering the premises through an opening made for the purpose of alterations, additions, renovations or repair.
c) Lightning or thunderbolt	
d) Earthquake or tsunami. All destruction or damage occurring within a period of 72 hours of the earthquake or tsunami is regarded as the one insured event . Tsunami means a sea wave caused by a disturbance of the ocean floor or seismic movement.	The first \$500 for earthquake or tsunami damage , or the excess amount shown on your Cover Summary , whichever is greater.
e) Theft or attempted theft	<ul style="list-style-type: none"> › Theft of cash or negotiables Loss or damage caused by: › theft by any person who is living at the premises unless there is evidence that the premises have been entered forcibly and violently (see Section 1 for this cover) "forcible and violent entry" does not include: <ul style="list-style-type: none"> – entry through a door or window that has been left open or unlocked, – where the premises have been entered with the consent of the owner or occupier of the home. More than \$1500 for theft of contents in the open air
f) Malicious acts	Loss or damage intentionally caused by: <ul style="list-style-type: none"> › You, your family, or your family's visitors › A tenant, or a tenant's visitors or family (See Section 1 for this cover), except for damage by fire or explosion.

Insured Events mean:**But Not:**

g) Riot or civil commotion

h) Escaping liquid

Bursting, leaking, discharging or overflowing of fixed basins or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind. Water suddenly escaping from a waterbed or aquarium. If **we** accept a claim because **damage** has occurred as a direct result of the liquid escaping, **we** will also pay the reasonable costs of locating the cause of the **damage**, and the costs of reinstating the property **damaged** or disturbed in the course of work.

Loss or **damage** which:

- › occurs gradually over time
- › results from water escaping from a shower recess or shower base
- › is caused by the porous condition of any tiles, grouting or sealant

We will not pay for repair or replacement of the apparatus, tank, or pipe itself.

i) Impact by:

- › A vehicle, an aircraft or waterborne craft
- › Space debris or debris from an aircraft, rocket or satellite
- › A falling tree or part of a tree
- › A mast or a television or radio aerial that has broken or collapsed

'Impact' means a collision of 2 or more objects.

j) Breakage of:

Any fixed glass, shower base, basin, sink, bath, lavatory pan or cistern or glass forming part of an item of furniture.

Damage to any property other than the broken glass (except for window tinting or shatter proofing) or shower base, basin, sink, lavatory pan, cistern or any item that is chipped or scratched prior to the breakage.

Any item where the only **damage** is chipping or scratching or the breakage does not extend through the entire thickness.

Glass in Television sets, Visual Display Unit's or any other computer or electrical equipment or mobile phone.

Glass in a picture frame or clock.

Insured Events mean:**But Not:**

k) Fusion of an electric motor:

Fusion is the process of fusing or melting together of the windings of an electric motor following **damage** to their insulating material as a result of overheating caused by an electric current.

We will pay either the cost of rewinding the motor, or replacing it.

For air-conditioning units, **we** will pay for the replacement of the refrigerant driers, only if replacement of the refrigerant gas or drier is made necessary because of the fusion.

Motors more than 15 years from the date of purchase when new or more than 15 years from the date of rewinding.

The cost of repair or replacement of additional parts or service items, including worn or broken bearings or switches.

Leakage of refrigerant gas and maintenance of refrigerant driers.

Lighting elements (for example, light bulbs or fluorescent tubes) or heating elements, solenoids, fuses or protective devices (for example a fuse or circuit breaker).

Electrical contact points where sparking or arcing occurs during ordinary use.

The cost of retrieving, removing or replacing the pump section of pool or pressure pumps or the cost of retrieving submersible pumps or their driving motors.

Electronic controllers or other electronics.

l) Power surge to fixed domestic appliances or domestic equipment directly caused by an identifiable and verifiable source outside **your premises** including; a lightning strike, an object contacting power lines, the resumption of power following a blackout caused by a storm or unexpected interference with a power company transformer by animal.

Domestic appliances or domestic equipment more than 15 years from the date of purchase when new.

Any power surge caused at **your premises**.

m) Erosion, subsidence, landslide or earth movement but only if it is directly as a result of one of the following insured **events**;

Any other erosion, subsidence, landslide or earth movement **event**.

- › explosion
- › storm
- › earthquake or tsunami
- › escaping liquid

and it occurs no more than 72 hours after the insured **event**.

Insured Events mean:	But Not:
n) Damage caused by animals or birds	<p>Any damage caused by or resulting from;</p> <ul style="list-style-type: none"> › rodents, vermin, or insects, (at any stage of their life cycle) › any gnawing, chewing, pecking, clawing, scratching or in any way polluting or soiling; <ul style="list-style-type: none"> – Any exterior part of your premises, or – Any part of the interior of your premises that is not fully enclosed and secured prior to and at the time of damage. <p>By secure we mean that there is no open door, window or screen that allowed the animal to enter. Any part of the interior of your premises if you or the occupier has knowingly permitted an animal to enter your premises.</p> <p>Where the animal is not a domestic pet covered under section 1 of this policy.</p>
o) Explosion Damage caused by an explosion	The cost to repair or replace the item that exploded.
Damage caused by erosion, subsidence, landslide or earth movement that happens within 72 hours of, and as a direct result of the Explosion	For example, we won't pay to replace a hot water system, solar heater or water tank that exploded

Word or Term	Meaning
Investigation	Means a detailed in-depth inquiry.
Lease	<p>A written agreement between you and a tenant for occupancy of the premises which is;</p> <ul style="list-style-type: none"> › allowed by and compliant with legislative requirements in the State or Territory the premises are located in and › for which a bond equivalent to at least four weeks rent has been paid. <p>It also includes a tenancy at will which immediately follows the lease.</p>
Malicious damage	Loss or damage intentionally caused by a tenant , which is not an 'Insured Event ', and where the loss or damage has been reported to the police.
Notice Date	When you or your representative first become aware of any actual or potential audit either verbally or in writing.

Word or Term	Meaning
Occurrence	<p>An event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury and/or Property Damage that is neither expected nor intended from the Insured's standpoint.</p> <p>With respect to Personal Injury and/or Property Damage, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one Occurrence.</p>
Period of insurance	The period shown on the Cover Summary .
Personal Injury	<p>Personal injury means:</p> <ol style="list-style-type: none"> a) bodily injury, death, sickness, disease, shock, fright, mental anguish, mental injury or loss of consortium; b) false arrest, false detention, wrongful imprisonment, malicious prosecution or malicious humiliation; c) discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (to the extent insurance thereof is permitted by law) not committed by you or at your direction; d) wrongful entry or wrongful eviction; e) invasion of property; f) defamation, libel and slander; and g) assault and/or battery.
Premises	<p>The premises used primarily or entirely for residential purposes (including where part of the premises is used as an office or surgery) at the address shown on the Cover Summary.</p> <p>Premises includes the following:</p> <ol style="list-style-type: none"> a) Outbuildings, fixtures and structural improvements including in-ground swimming pools, tennis courts, in-ground spas, saunas, jetties and pontoons all of which are used for domestic purposes b) Fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings c) Services (whether underground or not) that are your property or which you are liable to repair or replace or pay the cost of their repair or replacement d) Paved pathways and paved driveways, retaining walls, e) fences and gates entirely or partly on the site

Word or Term	Meaning
Premises	<p>What premises does not mean</p> <p>Premises does not mean:</p> <ul style="list-style-type: none"> a) Earth or gravel pathways or driveways or other unpaved surfaces b) <ul style="list-style-type: none"> – A hotel, motel, bed & breakfast, nursing home or boarding house – Buildings of flats or caravans (whether fixed to the site or not), unless this is expressly endorsed on your Cover Summary – Strata title, company title or community units with respect to insuring the building. <p>However, where Strata Title Units are permitted by legislation to be insured by their individual Unit owners, and Unit owners and any committee have met all relevant legislative requirements, the meaning of premises is extended to include Strata Title Units as defined in the various State's Strata Titles Acts.</p> <ul style="list-style-type: none"> c) Any building used for any business or trade, except a dwelling used principally as a place of residence that also contains an office or surgery d) A building in the course of construction e) A building in the course of being demolished, or that is vacant pending demolition f) A temporary building or structure g) Trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch, except to the extent cover is provided under Section 2 Additional Benefit 11. Landscaping h) Contents
Professional Fees	<p>Any reasonably incurred fees, costs and expenses of a practising accountant or any other professional you need to engage such as a qualified advisor, solicitor, lawyer or another professional and disbursement costs. Professional fees do not include professional fees to complete relevant returns/questionnaires or documents required by a government authority or agency that you would ordinarily be required to complete and supply or costs associated with the reconstruction or rewriting of your records required for the purpose of the audit.</p>
Rent	<p>Rent applying under the lease or rental agreement at the time of loss or damage.</p>
Return	<p>A return that is legally required to be lodged with an government or government agency.</p>

Word or Term	Meaning
Subtenancy	<p>Where a lease or rental agreement is in place for a third party to rent all or part of the premises from the tenant(s).</p>
Sum Insured	<p>The amount specified as the sum insured value exclusive of GST, in the cover summary.</p>
Tenant	<p>The person(s) named on the lease and who occupy the premises, including members of their family residing with them and their invitees; or;</p> <p>Where the tenant named on the lease is not a natural person (for example a company or a family trust), tenant includes;</p> <ul style="list-style-type: none"> › the tenant named on the lease and any of their invitees, and › person(s) authorised by the tenant named on the lease to occupy the premises (i.e. an employee of the tenant company) including members of their family residing with them and their invitees.
We, our, us	<p>The Underwriting Agency, RentCover Underwriting Agency Pty Ltd (EBM RentCover), ABN 76 130 218 914</p>
You, your	<p>The person(s), companies or firms named on the current Cover Summary as the 'Insured'.</p>

Sections

This part of the Policy contains the following six sections:

Section 1: Cover for **your Premises** and **Contents – Tenant and Accidental Damage**

Section 2: Cover for **your Premises** – Insured **Events**

Section 3: Cover for **your Contents** – Insured **Events**

Section 4: Cover for **your Rent** and Legal Expenses

Section 5: Cover for **your** Legal Liability.

Section 6: Cover for **your** Taxation **Audit**

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

What you are insured against

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

What we will pay

If the **premises** or **contents** suffer loss or **damage**, **we** will either:

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

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

Additional Benefits

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

We pay additional benefits 1 & 2 as part of the **sum insured**.

1. Damage by Tenant's Domestic Pet

You are insured against **damage** caused by a domestic pet, provided that:

- The pet is owned by the **tenant**, and
- That **you** or **your** representative inspect the home within 6 months of the commencement of the initial **lease**, and then at least annually thereafter

2. Rubbish Removal and Clean Up Costs

We will pay the Rubbish Removal and Clean Up Cost where the cost of clean up and rubbish removal exceeds \$5,000.

We pay additional benefits 1 & 2 as part of the **sum insured**.

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

How we will pay

- If part of **your premises** &/or **contents** are **damaged** and **we** pay **your** claim, **we** pay only for the part or parts of the **premises** &/or **contents** that actually sustained **damage**. **We** do not pay to replace any undamaged materials.

What we will NOT pay

We do not pay under Section 1:

- Any loss or **damage** where there is a **subtenancy** of which **you** are aware &/or multiple **leases** in place for an individual **dwelling**

Section 2: Cover for your Premises – Insured Events

What you are insured against, and what you are NOT

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

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

How we will pay

Premises

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

We will either:

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

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

- If **your premises** are **damaged** beyond economic repair and **you** do not commence rebuilding within 6 months of the **damage** occurring, (or any other period which **we** agree with **you** in writing) **you** may have to pay any increase in cost caused by **your** delay.
- If part of **your premises** are **damaged** by an insured **event** and **we** pay **your** claim, **we** pay only for the part or parts of the **premises** that actually sustained **damage**. **We** do not pay to replace any undamaged materials.

However, if:

- It is impossible to acquire new material to replace the **damaged** material that reasonably matches the undamaged portion to a similar extent as immediately prior to the **damage** occurring, and
- The amount of **damaged** material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching **damaged** and undamaged material was replaced, then **we** will replace both the **damaged** and undamaged material.

Example 1

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

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

Example 2

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

- d) where materials that are required to settle a claim are not commercially available in Australia, **we** will either:
- Replace the material with the nearest equivalent or similar new material available in Australia or overseas, or
 - pay the cost to replace the material with the nearest equivalent or similar new materials available in Australia or overseas.

Additional Benefits

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

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

1. Fees

If **your premises** are **damaged** as a result of an insured **event**, and **we** pay a claim, **we** pay any reasonable fees which **we** have approved and which are incurred directly in relation to repair or replacement of **your premises**. **We** won't unreasonably withhold **our** approval.

2. Removal of debris

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

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

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

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

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

3. Extra costs of reinstatement

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

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

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

4. Contracting purchaser

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

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

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

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

6. Temporary accommodation

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

We pay up to \$10,000 or 20% of the **sum insured** for **your premises**, whichever is the higher, for temporary accommodation costs.

7. Automatic reinstatement of sum insured

This benefit applies to the sums insured for **premises**, as shown on **your Cover Summary**.

Following payment of a claim, other than a claim for total loss, the sums insured will be remain unchanged unless **you** request otherwise.

8. Replacement of locks and keys

In any one claim, **we** pay up to \$500 to replace/alter locks or keys, if **you**:

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

9. Inflation adjustment

This benefit only applies to the **premises sum insured** as shown on **your Cover Summary**.

During each **period of insurance** **we** increase the **premises sum insured** by 0.83 of 1% of the relevant **sum insured** shown on **your current Cover Summary** per month until the next renewal date.

10. Legal costs

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

11. Landscaping

We pay up to \$500 per tree, shrub, plant or other plant life and up to \$1,500 in total any one **period of insurance** for loss or **damage** to a tree, shrub, plant or other plant life caused directly by an insured **event** other than by storm or other **events** connected to weather or any **event** that is not sudden and unforeseen that results in the tree, shrub, plant or other plant life being so **damaged** that they die, are permanently disfigured or not recovered after being stolen.

We will not cover any loss or **damage** to any real or artificial grass or lawn unless loss or **damage** occurs within 72 hours of it being laid or installed.

Section 3: Cover for your Contents – Insured Events

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

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

How we will pay

Contents

- a) **We** will either:
 - repair the **damaged** items, or
 - replace the items with items substantially the same as, but not better than when new, or
 - pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
 - pay up to the **sum insured** shown on **your Cover Summary**.
- b) Where an item required to settle a claim is not commercially available in Australia, **we** will either:
 - replace the item with the nearest equivalent or similar new item available in Australia or overseas, or
 - pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.
- c) If part of **your contents** are **damaged** by an insured **event** and **we** pay **your** claim, **we** pay only for the part or parts of the **contents** that actually sustained **damage**. **We** do not pay to replace any undamaged materials.

However, if:

- It is impossible to acquire new material to replace the **damaged** material that reasonably matches the undamaged portion to a similar extent as immediately prior to the **damage** occurring, and
- The amount of **damaged** material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching **damaged** and undamaged material was replaced,

then **we** will replace both the **damaged** and undamaged material.

The maximum **we** pay on the following **contents** items is shown below.

Contents where a maximum limit applies

- i) Works of art, pictures, tapestries, rugs, antique furniture – \$5000 per item and in total 20% of the **sum insured** for unspecified **contents**.
- ii) Floor coverings, blinds and curtains – For carpets and other floor coverings, curtains and internal blinds, **we** pay only for items in the room, hall or passage where the **damage** occurred.
- iii) Open Air – 'Open air' is restricted to the **premises** and includes non lockable parts of the **premises** – For loss or **damage** by storm or theft to **contents** in the open air **we** pay up to \$1500 for each claim.

Additional Benefit

14. Change of Premises

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

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

15. Automatic reinstatement of sum insured

This benefit applies to the sums insured for **contents**, as shown on **your Cover Summary**.

Following payment of a claim, other than a claim for total loss, the sums insured will remain unchanged unless **you** request otherwise.

Section 4: Cover for Rent and Legal Expenses

What you are insured against

We will indemnify **you** for loss of **rent** if:

- a) **your premises** or **contents** suffer loss or **damage** and **your premises** are unfit for living in and **we** pay a claim under Sections 1, 2 or Section 3 for that loss or **damage**, and
 - repairs are commenced promptly but at the latest within one week after the **damage** has occurred (unless **we** have agreed otherwise in writing), and
 - repairs take at least seven days or more to complete from commencement, providing there are no unreasonable delays
- b) **your premises** cannot be occupied due to prevention or denial of access caused by:
 - **damage** to neighbouring **premises** in the near vicinity.
 - a Government Authority prohibiting **your premises** from being occupied as a direct result of **damage** to, or threat of **damage** to, **your premises** or neighbouring **premises** or **premises** in the near vicinity.
- c) **rent** is lost because **your premises** cannot be lived in due to the death of the **tenant** or murder or suicide at **your premises**

- d) the **tenant** has defaulted in the payment of **rent**. 'Default' includes;
 - termination on the grounds of hardship which has been authorised by a court or tribunal.
- e) the **tenant** vacates **your premises** without notifying **you**.
- f) **your premises** cannot be occupied due to denial of access caused by the **tenant** refusing to vacate **your premises** after a lawful order for eviction or possession has been served upon them

However, if **your** Policy is a Householders Rental Policy or a Householders Rental Contents Policy the cover under Sections 4 c), 4 d), 4 e) and 4 f) is inoperative.

What we will pay

- a) For claims occurring under Section 4 (a), (b) and (c) of 'What **you** are insured against' in this section, **we** will pay up to fifty-two (52) weeks **rent**, limited to a maximum of \$1,500 per week.

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

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

whichever occurs first.

- b) For claims occurring under Section 4 (d) or (e) of 'What **you** are insured against' in this section, **we** will pay in total an amount up to the equivalent of six (6) weeks **rent**, up to a maximum of \$1,500 per week.
- c) For claims occurring under Section 4 (f) of 'What **you** are insured against' in this section, **we** will pay up to fifty-two (52) weeks **rent**, limited to a maximum of \$1,500 per week.

The period for which **we** provide cover is from the day after the lawful eviction or possession order expires until either:

- where there is no ongoing **lease** liability, the **tenant** vacates the **premises**, or
- where there is an ongoing **lease** liability, up to six (6) weeks following the **tenant** vacating the **premises**, or
- **your premises** are re-tenanted

whichever occurs first.

- d) All claims under this section will be reduced by the balance of any bond monies remaining after deducting clean up costs or any other expenses that **you** are legally entitled to deduct from the bond.
- e) **We** will also pay legal expenses up to \$5,000 following loss of **rent** admitted under this section if they have been incurred with **our** prior written approval for the purpose of minimising or preventing a loss under this section. **We** won't unreasonably withhold **our** approval.
- f) Where **your premises** are managed by someone else (**your** agent) **we** will pay any loss of **rent** claims to **your** agent.

Where **your premises** were managed by **your** agent at the time of loss and that management agreement has since ceased, **we** will pay **your** agent any commissions or other costs **your** agent is legally entitled to from the loss of **rent** claim and pay the balance to **you**.

- g) Where a **tenant** is evicted by a Statutory Authority (Bailiff, Sheriff and the like) **we** will pay for the cost of changing

of door and/or window locks to the maximum value of \$250.00, where the Statutory Authority has ordered locks to be changed.

What we will NOT pay

We do not pay under Section 4:

- › when **rent** is in **arrears** on or before the commencement of the **period of insurance**. Cover will not apply until **rent** in **arrears** is brought up to date.
- › in respect to periodic tenancies; **we** will only pay the actual **rent** loss and not the **rent you** could have charged for any further period where there is no ongoing liability for payment of **rent** by the **tenant** or ex **tenant**.
- › any loss of **rent** where there is a **subtenancy** and/or multiple **leases**, of which **you** are aware, in place for an individual **dwelling**
- › If **your Dwelling** cannot be occupied due to loss or **damage** to the building containing **your Dwelling** if caused by an **event** covered by the Body Corporate's building insurance Policy; or
- › If **your Dwelling** cannot be occupied due to loss or **damage** to the building where the building is not insured under this Policy by **you**

Section 5: Cover for your Legal Liability – Property Owners

What you are insured against

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

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

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

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

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

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

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

What you are NOT insured against

- a) **We** do not insure **you** or **your family** against liabilities arising from:
 - › any liability which arises out of **you** being party to a contract or agreement unless liability would have attached to **you** or **your family** if that agreement did not exist
 - › death of or **personal injury** to **you** or to any person who normally lives with **you**
 - › death of or **personal injury** to anyone employed by **you** or by someone who lives with **you** if the death or injury arises out of their employment
 - › **damage** to property belonging to **you** or any person who normally lives with **you**
 - › any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme or the conduct of any activity carried on by **you** or **your family** for reward except for letting the **premises** for domestic purposes

- › vibration or the weakening of, removal of or interference with support to land, buildings or other property
 - › construction or demolition of a building, including the **premises** if the value of the work exceeds \$50,000
 - › the ownership of land, buildings or structures other than the **premises** insured by this Policy
 - › loss, **damage** or injury intentionally caused by **you** or a member of **your family** or a person acting with **your** consent or the consent of a member of **your family**
 - › the lawful seizure, confiscation, nationalisation or requisition of the property insured
 - › destruction of or **damage** to property by any government or public or local authority.
- b) **We do not insure you or your family:**
- › against fines, penalties, or punitive, aggravated, multiple or exemplary **damages**
 - › against any liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos.

Section 6: Cover for your Taxation Audit

What you are insured against

You are insured against reasonable **professional fees** incurred by **you** in connection with an **audit** or **investigation** conducted by an **auditor** in respect to any **return** lodged with the Commissioner of Taxation in respect of the **premises** insured by this Policy.

We pay only if:

- › The **notice date** occurred during a current **period of insurance** and this Section 6 has commenced;
- › The **audit** commenced during a current **period of insurance**;
- › The **audit** was notified to **us** during the current or previous **period of insurance**;
- › The **audit** relates to a **return** lodged no more than 12 months prior to the original commencement date of this Section 6; and
- › The **return** was lodged no more than four years before the **notice date**.

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

What we will pay

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

What we will not pay

We will not indemnify **you** with respect to any claims under this Policy arising out of or in any way connected with:

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

General Conditions – Taxation Audit

- › All documents including taxation and other **returns** must be submitted within the time limits prescribed by all relevant statutes and regulations or as required by or on behalf of the Commissioner of Taxation unless **You** demonstrate that any failure to comply with any such time limit was not the result of **your** culpable delay or **you** have lawful justification for non compliance.
- › If **you** or any person acting on **your** behalf becomes aware of any error or deficiency in any information, **return** of income or other documentation furnished to the Commissioner of Taxation, **you** must notify the Commissioner accordingly without delay.
- › **You** must make full and complete disclosure of all income as required by any relevant legislation.
- › All taxes must be paid by the due date or within any extension granted by the Commissioner of Taxation.
- › **You** must obtain **our** written permission and provide **us** with estimated costs and fees before engaging anyone other than **your** accountant

- › You must advise us if your and /or any related entities' total annual turnover from renting residential premises exceeds \$200,000 in the latest financial year for cover to continue.

What you must pay if you make a claim – Excess

(Applicable to Sections 1, 2 and 3)

In most cases, you'll need to contribute an amount towards the cost of any claims we agree to pay. We deduct the excess shown in the Policy document or on the current Cover Summary from the amount of your claim.

Under Section 1, the excess for:

- Malicious Damage by Tenants is \$400 per claim;
- Theft by Tenants is \$400 per claim; and
- Accidental damage is \$400 per event (A maximum of two excesses will be applied per claim)

Under Sections 2 & 3, Insured Events excesses are:

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

or the amounts shown on your Cover Summary, whichever are greater.

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

Under Sections 5 and 6 there is no excess applicable, unless one is shown in the Cover Summary.

Unoccupancy

(Applicable to Sections 1, 2 and 3)

If your premises are unoccupied for more than 90 consecutive days, you must tell us and obtain our written agreement for full cover to continue. If you do not do so, the cover for Section 2 – Premises and Section 3 – Contents is limited as described below.

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

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

Reinstatement under Sections 1 & 4

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

When you are not covered (Applies to all Sections of this Policy)

Operation of law, war, nuclear material or terrorism

There is no cover under any section of your policy for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with:

- › compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;
- › invasion, acts of foreign enemies, hostilities, war or war-like operations (whether war be declared or not), or civil war;
- › mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- › a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion;
- › any act of terrorism involving biological, chemical, nuclear or radioactive pollution, contamination or explosion.

Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is illegal for us to do so.

Additional exclusions applying to this Policy

Illegal activity

There is no cover under any section of your policy for any claim, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with, any illegal activity you are involved in, including but not limited to:

- › you illegally keeping explosives, flammable or combustible substances at the property address;
- › hazardous materials if they are not stored, used or disposed of legally and in accordance with the manufacturer's directions;
- › weapons, firearms and ammunition if they are not stored and used legally; or
- › the illegal supply of drugs or alcohol.

Other loss or damage

There is no cover under any section of your policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from:

- › an event occurring outside the period of insurance;
- › any neglect, poor housekeeping or untidy, unclean or unhygienic living habits such as:
 - odours including from pets, cigarettes or other smoking items;
 - liquid or food stains that have gradually built up over time; or

- water **damage** to carpets, flooring or cabinets due to splashing from baths, showers or sinks;

however **we** will cover **your** legal liability caused by any of the above 3 points;

- › mechanical, electronic or electrical breakdown other than under the Insured **Event** Fusion of an electric motor, however, **we** will cover resultant **damage** to the extent it's covered under the Insured **Event** Fire;
- › a process of cleaning by **you**:
 - using any chemicals other than domestic household chemicals. (Domestic household chemicals include products that can be purchased from a supermarket or department store); or
 - where domestic household chemicals have been used but not in accordance with the manufacturer's directions for use;
- › fees payable in relation to:
 - repairing or rebuilding any part of **your** buildings where **you** were aware or a reasonable person in the circumstances would have been aware that they were illegally constructed. (**You** will be considered 'aware' if the illegal construction has been identified in any report received by **you** or as a result of any enquiries made by **you**, for example during the course of the purchase or conveyance of the property); or
 - a notice served on **you** by a statutory authority before the incident took place;
- › loss of or **damage** to any information on **your** computer including any computer program caused by malicious software such as, but not limited to, a virus, worm, back door, trap door, ransomware or any computer hacking;
- › or in connection with, any aerial device or aircraft including kites or model aircraft or drones; or
- › changes in a right, title or interest in **your** property, for example due to a transfer, agreement or adverse possession.

There is no cover under any section of **your** policy for any:

- › **damage** covered under a manufacturer's or a supplier's guarantee or warranty (whether express or implied by law); or
- › **damage** to **your** property while it's being cleaned, repaired, restored or altered by **your** estate agent or contractor.

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

We will not pay:

- a) for loss or **damage** under Sections 1, 2, 3 and 4 of this Policy caused directly or indirectly by:
 - **you** or a member of **your family** or a person acting with **your** consent or the consent of a member of **your family**
 - rodents, vermin, insects, wildlife (at any stage of their lifecycle)
 - any contagious or communicable animal disease
 - wear, tear, rust, corrosion, depreciation, gradual deterioration or age
 - inherent defects, structural defects, faulty workmanship or faulty design that:

- **you** were aware of, or a reasonable person in the circumstances would have been aware of and
- **you** knew, or a reasonable person in the circumstances would have known may result in **damage** or further **damage**

- fungus, mildew, mould or algae, atmospheric or climatic conditions (other than as described under Insured **Events** storm or rainwater and lightning or thunderbolt)
 - renovations, repairs, alterations or additions
 - general maintenance
 - the lawful seizure, confiscation, nationalisation or requisition of the property insured
 - destruction of or **damage** to property by any government or public or local authority
 - settling, shrinkage or expansion in buildings, foundations, walls or pavements
 - the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair carried out by or on behalf of **you**
 - **damage** to swimming pools or similar structures by hydrostatic pressure
 - any consequential loss other than that specifically provided by this Policy
 - tree roots
 - actions by the sea, high water, tidal wave.
- b) for loss or **damage** covered under insurance effected by a strata body corporate covering the same **premises** or **contents**.

c) (Applies to Section 1 only)

for loss under Section 1 of this Policy caused directly or indirectly by:

- riot or civil commotion

d) (Applies to Sections 1,2 and 3 only)

- for the cost of cleaning or decorating, unless structural **damage** covered under Section 1 or 2 of this Policy has occurred to that part of the affected property
- when property is **damaged** due to neglect or normal wear and tear
- for **damage** to swimming pool liners
- for loss or **damage**, caused directly or indirectly by the sea, high water or tidal wave, atmospheric or climatic conditions, inherent defects, structural defects, faulty workmanship, faulty design that:
 - **you** were aware of, or a reasonable person in the circumstances would have been aware of and
 - **you** knew, or a reasonable person in the circumstances would have known may result in **damage** or further **damage**
 - any gradual process.
 - For loss or **damage**, caused by erosion, subsidence, earth movement or landslip, unless loss or **damage** is caused under Insured **Event**).

General Conditions

Changes

Every change materially affecting the facts or circumstances existing at the commencement of or during the course of this policy, or at any subsequent renewal date, must be notified to **us** as reasonably practicable after the change to **your** notice.

We reserve the right to assess the risk associated with any notified material change, and **we** may accept or deny coverage and/or vary the terms of coverage for any increased risk the changes and/or if **we** agree with **you** to accept or vary the terms of coverage, to recalculate the premium for any such coverage.

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

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

Changes to your circumstances

You must tell **us** about any of the following changes that occur during the **period of insurance**:

- › **you** are removing the roof, or removing or changing supporting walls, underpinning, foundations or piers in a residential building at the property address;
- › **you** start operating a business, or generating a regular income (other than residential rental income) at the property address.

We are entitled by law to cancel **your** Policy and refund any unused portion of the premium if either of the above changes to **your** circumstances takes place during the **period of insurance**.

Changing your Policy

If **you** request any change to this Policy, if **we** agree to the change, **we** will issue a new **Cover Summary** and ask **you** for any additional premium. If an additional premium is required, the change will only be effective when **you** have paid the additional premium by the due date **we** give to **you**.

If **you** don't pay the additional premium by the due date then **we** will make reasonable efforts to contact **you** using the latest contact details **you** provided **us**. If **we** don't receive payment of the additional premium owed, the change will not be effective and **we** will confirm this by issuing a replacement **Cover Summary**.

If **you** request any change to cover and **we** don't agree to the change, then **we** will let **you** know and the policy will continue unchanged.

Other interests

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

Any persons whose interests **you** have told **us** about will be noted on **your Cover Summary**.

Notices

Any notice **we** give **you** will be in writing and will be effective once it's delivered to **you**.

In the case of notices by email, **we'll** consider an email to be received by **you** when it enters **your** mail server, but in any **event** no later than 24 hours from the time it's sent out of **our** data system. In the case of notices by post, service of notices will be effective three business days after having been posted by **us**.

It's **your** responsibility to make sure **we** have **your** current email and mailing address on record, so **you** must let **us** know as soon as these change.

Contribution and other insurance

When making a claim, **you** must notify **us** of any other insurance that **you're** aware will or may, whether in whole or in part, cover any loss insured under **your** policy.

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

Claims

What you must do

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

- a) as soon as **you** possibly can, advise EBM RentCover or **your** Broker of the circumstances
- b) take all reasonable precautions to prevent further loss, **damage** or liability
- c) advise EBM RentCover in writing of any other insurances covering any interests insured by this Policy
- d) when requested by **us** or EBM RentCover and at **your** own expense provide all books, vouchers, correspondence documents, receipts relating to the possible loss
- e) deliver detailed proof of loss to EBM RentCover as soon as possible but within thirty (30) days of the loss or **damage** occurring
- f) send EBM RentCover every communication from anyone claiming against **you**
- g) not negotiate, admit, decline or pay any claim by any person
- h) provide EBM RentCover with such information and assistance as they may require to allow them to determine:
 - › the circumstances of the loss which gave rise to the claim
 - › the amount recoverable under the Policy, and the extent to which any other person may be responsible for the loss and to obtain reimbursement for the loss.
- i) notify the police as soon as reasonably practicable if any of **your** property is lost, stolen or maliciously or intentionally **damaged** and provide details of the report to **us**. **We** may need the police report number to process **your** claim or **our** recovery action if there is a third party who is liable for **your** loss
- j) supply EBM RentCover with all information **we** reasonably require to settle or defend the claim
- k) notify EBM RentCover of any other insurance covering the same loss, **damage** or liability

- l) if, after **we** have assessed **your** claim, **you** are required to enter into a contract with a third party to replace or reinstate lost or **damaged** items that **we** have agreed to pay under this Policy, **you** will enter into that agreement with the third party as **our** agent unless advised otherwise
- m) advise EBM RentCover of **your** correct Australian Business Number & Taxable Percentage, if applicable. Any GST liability arising from **your** incorrect advice is payable by **you**. When **we** pay a claim, **your** GST status will determine the maximum amount **we** pay. **We** will (where relevant) pay **you** on **your** claim by reference to the GST exclusive amount of any supply made by any business of **yours** which is relevant to **your** claim.

If in doubt at any time, ring EBM RentCover or **your** Broker for advice.

What you must not do

You must not:

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

What we do

If **you** suffer loss or **damage** due to an incident for which someone else is responsible, **you** may have a legal right to recover some or all of the loss or **damage** from that person, including by taking legal action against them. When **we** pay a claim under **your** policy, **we** have the right to exercise on **your** behalf, **your** legal rights in **your** name against the person responsible for the loss or **damage**. **We**'ll take full control of the administration, conduct or settlement of the recovery, including any legal defence.

When **we** do any of these things in **your** name, it will be at **our** expense, however **you**'ll need to give **us** reasonable assistance. This may include following **our** directions in relation to the conduct of any legal proceedings even after a claim has been paid. **You** must not enter into any agreement with anyone else which could limit the amount that could be recovered, including joining class action proceedings, without **our** permission.

When **we** pay a claim and some of **your** loss isn't covered by **your** policy, **we** may offer to try to recover that loss for **you** when **we** take any steps to recover the covered loss. **We** can only do so if **you** agree to give **us** documents and statements that support **your** loss and agree with **us** on how **we**'ll handle that recovery. **You** may also need to contribute to the associated costs if, to recover the loss for **you**, **we** need to take additional steps that **we** wouldn't otherwise need to take.

If **we** successfully recover more than **we** paid for **your** claim under **your** policy, **we** will first keep the amount **we** paid for **your** claim and the amounts **we** paid in administrative and legal costs spent towards making the recovery. If there is any amount remaining after this, **we** will pay **you** the remainder to compensate **you** for loss that was not insured. Finally, **we** will keep any remaining amounts.

If **we** determine that **you**'ve received a benefit under **your** policy that **you** were not entitled to, **we** reserve the right to recover from **you** the amount **we** have paid. If **we** decline a claim for fraud, **we** reserve the right to recover any amounts **we** paid to **you** under the policy as well as **our** reasonable administration, **investigation** and legal costs from anyone at fault in relation to the fraud.

When **we** agree to cover **you** for a legal liability claim, **we** may:

- › arrange for a lawyer to represent **you** or **we** may act on **your** behalf;
- › attempt to settle the claim; and/or
- › defend the claim.

We will decide whether to defend or settle the claim and how much to pay to settle the claim.

What can affect a claim

We will reduce the amount of a claim by the **excess** shown in the Policy Wording or on the **Cover Summary**.

We may refuse to pay, or reduce the amount of, a claim if **you** are in breach of **your** duty of disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the **Cover Summary**.

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

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

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