



RentCover® Product Disclosure Statement EBM RentCover ShortTerm 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 **we** 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: 9 July 2024

Date effective: 5 August 2024

Policy Code: AJAN-022194-2024

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. 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®

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Claims

- 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 or domestic telephones, if the contents are insured
- fusion of an electric motor
- explosion
- deliberate **damage** by tenants, tenants' visitors or **family**
- **Accidental damage**

b) Legal liability cover for \$20,000,000 which includes liability for **you** or any member of **your family** in respect of ownership or occupancy of **your** home where **your** home is insured under this Policy, or where **your** home is a strata title residence and **your** contents are insured under this Policy.

This Policy also provides the following additional benefits:

- a) fees incurred directly in relation to repair or replacement of **your** home
- b) removal of debris
- c) if this Policy insures **your** home, **we** insure **your** extra costs of reinstatement necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing **your** home
- d) loss of rent for the nominated **sum insured** or actual loss incurred where **your** home is so **damaged** by the insured event that it cannot be lived in or let to tenants

IMPORTANT INFORMATION

Significant benefits and features

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

- a) **your** financial investment in the 'home' (generally the building and inclusions) used for holiday or temporary residential accommodation due to an insured event, up to the **sum insured** listed in the **cover summary**. In many cases cover will extend to providing new items. **You** choose whether or not to cover the 'home'.
- b) **your** financial investment in the 'contents' used for holiday or temporary residential accommodation due to an insured event, up to the **sum insured** listed in the **cover summary**. In many cases cover will extend to providing new items.
- c) deliberate **damage** by tenants, tenant's visitors or **family**.

The Policy provides:

- a) Cover for **your** holiday home 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 or rainwater
 - flood
 - lightning or thunderbolt
 - earthquake
 - theft
 - malicious acts
 - riot or civil commotion
 - escaping liquid
 - impact

The Policy does not cover certain things

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

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

- a) intentionally caused by **you** or a member of **your family** or a person acting with **your** consent or the consent of a member of **your family**
- b) resulting from or caused by:
 - inherent defects, structural defects, faulty workmanship, faulty design 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 or gradual deterioration, 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 4: Cover for **your** Legal Liability, 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 except where it occurs within 72 hours of, and as a direct result of the following insured events:
 - explosion
 - storm or rainwater
 - flood
 - earthquake
 - 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**.

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** or to **your** or their employees
- the ownership, custody, or use of any lift, aerial device or aircraft, aircraft landing area, boat exceeding 4 meters in length (except canoes, surfboards, surf skis or sailboards) or motorised water craft in excess of 10 horsepower
- the conduct of any activity carried on by **you** or **your family** for reward except letting the home
- 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 Cover Summary**).
- where the claim is for any floor and wall coverings, blinds, curtains or any painting that is over 20 years old, depreciation is applied.
- in relation to **damage** caused by the tenant, loss of rent or legal expenses, by the balance of the bond monies,

deposit or booking fees remaining after deducting clean up costs or other expenses **you** are legally entitled to deduct from the bond monies, deposit or booking fee.

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** home 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

This product may not match your expectations

This product may not match **your** expectations (for example, because an exclusion applies). **you** should read this document carefully. Please ask EBM RentCover if **you** are unsure about any aspect of this product. **you** can contact EBM RentCover on 1800 661 662 or at RentCover.com.au.

Your sum insured may not be adequate

The Policy provides replacement or reinstatement conditions for home and contents which means that claims are settled without contribution for age, depreciation or wear and tear. It is important that the sums insured **you** select cover the cost of replacing **your** home and contents on a new for old basis in most cases. 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** (for example; costs of removal of debris, architects fees).

It is important that **you** read the sub-limits in the Policy Wording for items such as works of art, antiques, office furniture or equipment and collections (see "Contents where a maximum limit applies"). If **you** have an item or a group of items that will cost more than the sub-limit to replace, then **you** will need to nominate that item to ensure that it is covered for more than the sub-limit.

Over-insurance

If **your** home or contents are **damaged** beyond economic repair, **we** will pay no more than the reasonable cost of replacement when new even if **you** have insured for an amount greater than the reasonable cost of replacement when new. Therefore, there is no benefit to **you** in over-insuring **your** property.

Overdue premium

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

If **you** pay an annual premium and **you** have not paid by the due date or **your** payment is dishonoured, this Policy will not operate and there will be no cover.

If **you** pay **your** premium by instalments and any instalment remains unpaid for:

- › 14 days or more **we** may refuse to pay any claim
- › 1 month or more **we** may cancel this Policy.

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

A claim may be refused

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

The cost of this Insurance Policy

The total premium is the amount **we** charge **you** for this insurance Policy. It includes the amount which **we** have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on **your** 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**. The following factors have a significant impact on the calculation of **your** premium:

Home and Contents	<ul style="list-style-type: none">› geographic location› sum(s) insured› the construction material of the home› the age of the building
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Premium payments can be made annually or **you** should arrange **your** method of payment through **your** Broker or EBM RentCover. **you** can contact EBM RentCover on 1800 661 662 or at RentCover.com.au.

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**.

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 in the Policy Wording.

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 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, **we** will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How we may cancel this Policy

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

The premium

We will refund to **you** the proportion of the premium for the remaining **Period of Insurance**.

Cooling off 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. If **you** cancel **your** Policy in these circumstances, **you** will have no cover under the policy. **you** can contact EBM RentCover at enquiries@rentcover.com.au or RentCover.com.au.

You can also cancel **your** policy outside the cooling off period, however EBM RentCover may deduct certain amounts from any refund for 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

POLICY WORDING

Your Policy

Please read **your** Policy carefully, and satisfy yourself that it provides the cover **you** require. If **you** want more information about any part of **your** Policy, please ask **us**, or EBM RentCover. The address and telephone number of **your** ZAIL branch is on **your** **Cover Summary**.

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

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 and
- › photographs of items in the premises.

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

Other party's interests

You must tell **us** of the interests of all parties (e.g. financiers, owners, lessors) who will be 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 **your** Broker or EBM RentCover.

Paying your annual premium

You must pay **your** annual premium by the due date. If **we** do not receive **your** premium by this date or **your** payment is dishonoured this Policy will not operate and there will be no cover.

Preventing our right of recovery

If **you've** agreed with or told someone who caused **you** loss, **damage** or liability covered by this Policy 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.

How Goods and Services Tax affects any payments we make

The amount of premium payable by **you** for this Policy includes an amount on account of the GST on the premium. The **sum insured** and other limits of insurance cover shown on **your** Policy documentation are GST inclusive. When **we** pay a claim, **your** GST status will determine the maximum amount **we** pay.

When **you** are:

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

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

Where the settlement of **your** claim is less than the **sum insured** or the other limits of insurance cover, **we** will only pay an amount for GST (less **your** entitlement for Input Tax Credit) applicable to the settlement.

This means that if these amounts are not sufficient to cover **your** loss, **we** will only pay the GST relating to **our** settlement of the claim.

We will (where relevant) pay **you** on **your** claim by reference to the GST exclusive amount of any supply made by any business of **yours** which is relevant to **your** claim.

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

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

Words with special meanings

Some key words and terms used in this Policy have a special meaning. If words and terms are only used in one Section of the Policy, **we** will describe their special meaning in that Section. Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Expression	Meaning
Accidental Damage	Sudden unforeseen, unexpected and unintended loss or damage by an identifiable event which is not otherwise excluded by this Policy
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: <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.
Cover Summary	The Schedule of Insurance or any endorsement schedule we give you .

Word or Expression	Meaning
Damage or damaged	<p>When property insured by this Policy 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.
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 there of is permitted by law) not committed by you or at your direction; d) wrongful entry or wrongful eviction; e) invasion of privacy; f) defamation, libel and slander; and g) assault and/or battery.
Site	The address shown on your Cover Summary where your home is located or your contents are kept.

Word or Expression	Meaning
Sum Insured	The amount specified as the sum insured value exclusive of GST, in the cover summary .
We, our, us	The Underwriting Agency, RentCover Underwriting Agency Pty Ltd (EBM RentCover), ABN 76 130 218 914
You, your	The person(s), companies or firms named on the current Cover Summary as the 'Insured'.
Your family	Any member of your family who lives permanently with you , including your partner.

Cover for your home & contents

This part of the policy contains the following five sections:

Section 1: What 'Home' and 'Contents' mean

Section 2: Cover for **your** Home & Contents – Insured Events

Section 3: Cover for **your** Loss of Rental Income

Section 4: Cover for **your** Legal Liability

Section 5: Taxation **Audit**

Section 1: What 'Home' and 'Contents' mean

Home

Your Cover Summary indicates whether **your** home is insured and the sum insured.

What 'home' means

Your 'home' is the house, duplex, home unit, villa, townhouse, flat or apartment at the **site** shown on **your Cover Summary**, used by **you** or **your** tenants for holiday accommodation or for other 'temporary residential accommodation'.

What 'temporary residential accommodation' means

'Temporary residential accommodation' means short term accommodation for periods ranging from 1 day to 6 months at a time provided that such accommodation is not subject to any Tenancy agreement (other than for holiday letting or similar short term purposes).

Periods greater than 6 months must be specifically agreed to in writing by **us**.

'Home' includes the following:

- 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) landscaping, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the **site**.

What 'home' does not mean

'Home' does not include:

- a) carpets (whether fixed or not), curtains or internal blinds unless **you** regularly lease out the home on an unfurnished basis
- b) earth or gravel pathways or driveways or other unpaved surfaces
- c) a hotel, motel, nursing home, boarding house, buildings of flats, strata title unit or caravan (whether fixed to the **site** or not)
- d) any building used for any business or trade, except a dwelling used principally as a place of residential accommodation
- e) a building in the course of construction
- f) a building in the course of being demolished, or that is vacant pending demolition
- g) a temporary building or structure
- h) trees, shrubs and any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch.

Contents

Your Cover Summary indicates whether **your** contents are insured and the sums insured.

What 'contents' means

'Contents' means, items (a) to (d) below, while they are at the **site**, and which belong to **you** or **your family** or for whose loss or **damage you** or **your family** are legally liable. Contents are:

- a) household goods (including carpets whether fixed or not)
- b) if **you** own a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure
- c) garden equipment if it does not require registration
- d) office furniture and equipment.

What 'contents' does not mean

'Contents' does not include:

- a) fish, birds or animals of any description
- b) trees, shrubs and any other plant life including grass or lawns, or soil, bark or mulch (other than pot plants)
- c) any caravan or trailer, watercraft or bicycles,
- d) motorised vehicles other than that listed in point (c) under the heading 'What contents means'
- 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, - other than non-portable computer games consoles,
- 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:
 - illegally in **your** possession
 - stored in a dangerous and illegal way, or
 - any equipment connected with growing or creating any illegal substance
- l) commercial or retail trade stock
- m) **your** home or any part of **your** home.
- n) jewellery, gold or silver articles, furs, watches, clothing, stamps, coins or medals, documents or any personal effects.
- o) cash, coins and negotiables.

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

Section 2: Cover for your Home & Contents – Insured Events

Wherever the words 'home' and 'contents' are used in this Section, they mean what is set out under Section 1 of the policy.

What you are insured against and what you are NOT

You are insured for loss or damage to:

- a) the contents
- a) Or both home and contents

Up to the **sum insured** listed for the 'home' or 'contents' shown on **your coverage summary** that is caused directly by any of the insured events set out in the left column of the following table (except to the extent indicated in the right column of the table), that occur at the **site** shown on **your coverage summary** during the **Period of Insurance**.

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

You are insured against loss or damage caused directly by the following insured events	But not
--	---------

- (a) Fire,
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.

You are insured against loss or damage caused directly by the following insured events

But not

(b) Storm (including cyclone or hurricane) and/or rain, which may be accompanied by snow, sleet or hail

Damage caused by erosion, subsidence, landslide or earth movement that happens within 72 hours of, and as a direct result of the storm or rainwater

Storm, rainwater or wind to:

- Retaining walls,
- Free standing walls,
- Fences or
- Gates

unless they are located in Queensland or Western Australia or they are constructed of:

- brick, concrete, masonry, stone or steel,
- constructed of timber but are 15 years old or less

- › the **action of the sea**
- › water seeping through a wall or floor
- › mildew, mould, algae
- › atmospheric or climatic conditions other than storm
- › water entering the home through an opening made for the purpose of alterations, additions, renovations or repair

- › More than \$2,000 for **damage** to contents in the open air; but this \$2,000 limit does not apply to spas or above-ground swimming pools that are full.

'Open air' is restricted to the **site** and includes non lockable structures and non lockable parts of the home.

'Open air' also means in or on a motor vehicle, motor cycle, trailer or caravan, at the **site** whether those vehicles are locked or not.

An above-ground swimming pool means one that has most of its water volume above the average ground level of the ground that the pool occupies.

You are insured against loss or damage caused directly by the following insured events

But not

(c) Flood

Damage caused by erosion, subsidence, landslide or earth movement that happens within 72 hours of, and as a direct result of the flood

'Flood' means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- 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.

(d) Lightning or thunderbolt

Loss or **damage** caused by fluctuations in the power supply, unless there is evidence that the **damage** was caused by a lightning strike.

(e) Earthquake

Damage caused by erosion, subsidence, landslide or earth movement that happens within 72 hours of, and as a direct result of the earthquake

The first \$500 for earthquake **damage**, or the excess amount shown on **your Cover Summary**, whichever is greater.

All destruction or **damage** occurring within a period of 72 hours of the earthquake regarded as the one insured event.

(f) Theft

More than \$1,000 in total for any theft of contents in the open air.

(g) Malicious acts

Loss or **damage** intentionally caused by **you** or **your family**

You are insured against loss or damage caused directly by the following insured events

But not

(h) Loss or **damage** by tenants arising from an intentional or deliberate act by the tenant or by guests of the tenant or by people invited by the tenant

- › **damage** occurring during or as a result of any maintenance, repairs or attempted repairs carried out by the tenant or anyone acting on their behalf;
- › **damage** caused by the failure of **your** tenant to control their children;
- › scratching, denting, chipping, rubbing or chaffing.
- › the cost of cleaning, redecorating, painting or wall papering unless the tenant has caused actual **damage** to the structure or contents of the building which makes it necessary to do so.
- › any poor housekeeping or unhygienic living habits.

(i) Riot or civil commotion

(j) Escaping liquid

Damage caused by erosion, subsidence, landslide or earth movement that happens within 72 hours of, and as a direct result of the 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.

You are insured against loss or damage caused directly by the following insured events

But not

(k) Impact by:

- › a vehicle, an aircraft or a waterborne craft
- › space debris or debris from an aircraft, rocket or satellite
- › an animal
- › 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

(l) Breakage of:

- › any fixed glass, shower base, basin, sink, bath, lavatory pan or cistern if this Policy insures the home
- › glass forming part of an item of furniture, or, domestic telephones, if this Policy insures the contents.

Loss or **damage** caused by:

- › felling or lopping trees at the **site**
- › rodents, vermin, wildlife, birds or insects gnawing, chewing, pecking, clawing, scratching or in any way polluting or contaminating **your** home or contents.

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 telephone.

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 a picture frame or clock.

Glass in television sets, radios, VDUs (Visual Display Units) or any other computer or electrical equipment.

Glassware, crystal or ornaments.

You are insured against loss or damage caused directly by the following insured events

But not

(m) 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 refrigerators and air conditioning units, **we** pay for the replacement of refrigerant gas and refrigerant dryers, only if replacement of the refrigerant gas or dryer 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.

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.

Leakage of refrigerant gas and maintenance of refrigerant dryers.

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.

(n) Accidental **damage**

Loss or **damage** caused by any of the Insured Events (a) to (m) above, or (o) below, or any exclusion listed under "But not" in this section or in the section, "When **you** are not covered"

Misplacement or failure to locate any item or any unexplained disappearance of any item

Any loss of or **damage** to electronic data – For the purposes of this exclusion, electronic data means any facts, concepts and/ or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or software and/ or other coded instructions for such equipment.

You are insured against loss or damage caused directly by the following insured events

But not

Any **damage** caused by any malfunction, virus, trojan horse, worm or computer hacking or similar attack

Mechanical, electronic or electrical breakdown of any kind other than fusion of an electronic motor

Any loss or **damage** to;

- › computer games or computer game consoles
- › swimming pool or spa liners or covers,
- › any contents lost or **damaged** outside the home

(o) Explosion

Damage caused by erosion, subsidence, landslide or earth movement that happens within 72 hours of, and as a direct result of the explosion

The cost to repair or replace the item that exploded.

For example, **we** won't pay to replace a hot water system, solar heater or water tank that exploded.

How we will pay

Home

a) **We** will either:

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

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

c) If **your** home is **damaged** beyond economic repair and **you** do not commence rebuilding within 6 months of **us** accepting **your** claim, (or any other period which **we** agree with **you** in writing) **you** may have to pay any increase in cost caused by **your** delay.

d) If part of a home is **damaged** by an insured event and **we** pay **your** claim, **we** pay only for the part or parts of the home 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 (j) in the table under the heading 'What **you** are insured against, and what **you** are NOT'.)

Example 2

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

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

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**.

(Please note what **we** will pay for floor and wall coverings, blinds, curtains or any painting in clause (g) of this section, "Contents".)

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

- b) If **we** pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, **we** pay for the replacement with new, blank film, videos or similar (e.g. If a compact disc upon which

you had photos stored is destroyed, **we** would replace it with a new, blank compact disc). **we** do not pay to reconstruct any circumstances or conditions.

- c) If **we** pay a claim where software is lost, **damaged** or destroyed, **we** pay the cost to replace it with the nearest equivalent new software. **we** do not pay for any software that was acquired by **you** at no cost.
- d) Where an item required to settle a claim that **we** pay 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.
- e) The maximum **we** pay on the following contents items is shown in the table below.

Contents where a maximum limit applies	Maximum Limit
i) Works of art, pictures, tapestries, rugs, antique furniture, or office furniture or equipment	\$2,500 per item up to a total of \$5,000
ii) Collections of any kind.	\$500 per collection up to a total of \$2,500
iii) Accessories, or spare parts of motor vehicles (including motor cycles and motor scooters), caravans, trailers and watercraft NOT in or on the motor vehicle, caravan, trailer, or watercraft. we include motor vehicle keys, remote locking or alarm devices as accessories while they are not in or on the motor vehicle but we do not pay for any re-coding of devices or changing of vehicle locks.	\$250 in total
iv) Entertainment equipment	
› CDs, DVDs, and computer games for non-portable computer game consoles	\$500 in total
› TVs, DVD &/or video players and recorders, set top boxes, or non-portable computer game consoles	\$2,500 in total
v) Storm or rainwater damage to or theft of contents in the open air.	\$2,000 in total for Storm or rainwater damage or \$1,000 for Theft in total (however limits do not apply to spas or above-ground swimming pools that are full)
Open air is restricted to the site and includes non lockable structures and non lockable parts of the home.	
Open air also means in or on a motor vehicle, motor cycle, trailer or caravan, at the site whether those vehicles are locked or not.	

Note:

Where an item could be classified under more than one of the above maximum limits, (i) through to (v), the lower or lowest limit applies. **we** have negotiated special arrangements with various suppliers to purchase items for less than retail cost. Premiums are therefore based upon **us** replacing items at less than retail cost.

f) Antique Furniture

Where **we** pay a claim for an item of antique furniture, and the market value of the item exceeds the cost of its replacement with a new item because of its antiquity and rarity, **we** will treat the market value as though it is the cost to replace the lost or **damaged** antique with a new item.

g) Floor and Wall Coverings, Blinds and Curtains

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

For any floor and wall coverings, blinds, curtains or any painting that is over 20 years old, **we** reduce the amount **we** pay by an allowance for wear, tear and depreciation. The depreciation deduction will be in addition to the applicable excess.

h) Pairs and Sets

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

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

Section 3: Cover for your Loss of Rental Income

Wherever the words 'home' and 'contents' are used in this Section, they mean what is set out under Section 1 of the policy.

If **your** home or contents are so **damaged** by an insured event that it cannot be lived in or let to tenants, **we** will pay **your** loss of rent from:

- your** confirmed bookings that are cancelled due to the **damage** and **our** payment will be at the rate confirmed in the bookings;
- your** inability to let the premises to any other tenants for periods not covered by the confirmed bookings and **our** payment will be at a rate equivalent to the average weekly rental income over the previous 12 months immediately preceding the loss,

provided always that **we** shall not be liable to pay for more than 12 months loss of rent from the date of **damage** and that **our** liability to pay for loss of rental income will cease 30 days after the premises become tenantable and provided further that **our** total liability under this section shall not exceed the **Sum Insured** shown in the Schedule for Loss of Rent.

Wherever the words 'home' and 'contents' are used in this Section, they mean what is set out under Section 1 of the policy.

Death of any Guest or other person

In the event of death of any person occurring at the **site** and as a consequence **you** suffer a loss of rental income, **we** will pay **your** loss of rent at the rate confirmed in the bookings at the time of death provided always that **we** shall not be liable to pay for more than 12 months loss of rent from the date of death and that the rental income will cease 14 days after

the premises become tenantable and provided further that **our** total liability under this section shall not exceed the **Sum Insured** shown in the Schedule for Loss of Rent.

Prevention of Access

If **you** suffer loss of rental income as a result of prevention of access to **your site** due to:-

- damage** to other property in the vicinity of **your** property, which is caused by any of the insured events, **we** will pay for **your** loss of rent for the duration of that prevention of access in the same manner as if **your** premises had suffered that loss or **damage**.
- failure of a Guest to vacate at the end of the contracted rental booking, **we** will pay for **your** loss of rent for the duration of that prevention of access until the premises become tenantable.

Provided that the maximum **we** shall pay under this Policy for all loss of rent claims shall not exceed \$50,000.

All claims under this section will be reduced by the balance of any bond monies, deposit or booking fee remaining after deducting clean up costs or any other expenses that **you** are legally entitled to deduct from the bond deposit or booking fee.

Section 4: Cover for your Legal Liability

Wherever the words 'home' and 'contents' are used in this Section, they mean what is set out under Section 1 of the policy.

What **you** are covered against

If this Policy covers **your** home

If this Policy covers **your** home or, if the home is a strata titled residence and **your** contents are insured under this Policy, **we** insure **you** and any member of **your family** against any claim for compensation or expenses which **you** or the member of **your family** become legally liable to pay for:

- the death of, or **personal injury** to, any person;
- the loss of, or **damage** to, property;

resulting from an **occurrence** during the **Period of Insurance** arising out of the ownership of the home or occupancy of the home.

We include land, trees, shrubs and other plant life on the **site** as part of **your** home.

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**.

Wherever the words 'home' and 'contents' are used in this Section, they mean what is set out under Section 1 of the policy.

What **you** are NOT covered against

(applies to 'Legal Liability')

When we do not insure you or your family

We do not insure **you** or **your family**:

- 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;
- against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

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

- a) any agreement, unless liability would have attached to **you** or **your family** if that agreement did not exist
- b) death of or **personal injury** to **you** or to any person who normally lives with **you**
- c) 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
- d) **damage** to property belonging to **you** or any person who normally lives with **you** or to **your** or their employees
- e) any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
- f) the ownership, custody, or use of any lift, aerial device or aircraft, aircraft landing area, boat exceeding 4 metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of 10 horsepower
- g) the conduct of any activity carried on by **you** or **your family** for reward except for letting the home for holiday or temporary residential accommodation
- h) vibration or the weakening of, removal of or interference with support to land, buildings or other property
- i) building work, construction or demolition of a building, including the home if the value of the work exceeds \$50,000
- j) death or **personal injury** to any person arising out of pregnancy or the transmission of any communicable disease by **you** or **your family**
- k) the ownership of land, buildings or structures other than the home.
- l) loss, **damage** or injury intentionally caused by **you** or a member of **your family** or a person acting with **your** consent or the consent of any member of **your family**
- m) the lawful seizure, confiscation, nationalisation or requisition of the property insured
- n) destruction of or **damage** to property by any government or public or local authority
- o) the ownership or use of any motor vehicle
- p) any act or omission that is knowingly illegal, dishonest, fraudulent, wilful, malicious or done with reckless disregard for their consequences by **you**, **your family** or a person acting with the consent of **you** or **your family**.

What we will pay

- a) **We** pay up to \$20,000,000 for any one **occurrence**.
- b) **We** do not pay more than this amount in total under all policies **we** have issued to **you** which cover the same liability.
- c) In addition to this amount, **we** pay legal costs for which **we** have provided prior written approval. **we** will not unreasonably withhold **our** approval.

Section 5: Taxation Audit

Wherever the words 'home' and 'contents' are used in this Section, they mean what is set out under Section 1 of the policy.

Summary of Cover

This Section protects **you** 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 income derived from the home insured by this Policy.

The most **we** will pay for all claims during any one **Period of Insurance**, per **audit** is \$1,000. The maximum amount in the aggregate is limited to \$2,000 for all audits during the **period of insurance**.

Wherever the words 'home' and 'contents' are used in this Section, they mean what is set out under Section 1 of the policy.

Words with special meanings

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

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

Word or Term	Meaning
Audit	Any form of investigation or audit of your financial or taxation affairs that is initiated by an authorised government auditor . An audit does not include anything pertaining to <ul style="list-style-type: none"> › any licence, membership, industry status › compliance with any employee law › the gathering of any data or information not directly part of the audit › superannuation
Auditor	An officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of your taxation, financial affairs or a taxation liability.
Investigation	Means a detailed in-depth inquiry.
Notice Date	When you or your representative first become aware of any actual or potential audit either verbally or in writing.
Professional Fees	Any reasonably incurred fees, costs and expenses of a practising accountant or any other professional you need to engage such as a qualified advisor, solicitor, lawyer or another professional and disbursement costs. Professional fees does not include professional fees to complete relevant returns/questionnaires or documents required by a government authority or agency that the insured party would ordinarily be required to complete and supply or costs associated with the reconstruction or rewriting of the insured party's records required for the purpose of the audit .
Return	A return that is legally required to be lodged with any government or government agency.

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 property insured by this policy.

We pay only if;

- a) The **Notice Date** occurred during a current **Period of Insurance** and this Section 5 has commenced,
- b) The **Audit** commenced during a current **Period of Insurance**,
- c) The **Audit** was notified to **us** during the current or previous **Period of Insurance**,
- d) The **Audit** relates to a **return** lodged no more than 12 months prior to the original commencement date of this Section 5, and
- e) 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 the property and not replaced it, or, **you** have sold the property and replaced it, and that replacement property is insured by **us** under this Section 5 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 during the **period of insurance**
- b) If **you** have more than one property (used for holiday or temporary residential accommodation) insured, whether under the same policy or not, and those properties benefit from the cover provided by "Section 5: Taxation **Audit**", **we** will not pay more than a total of \$4,000 for all RentCoverShortTerm policies that **you** have insured with **us** during any one **Period of Insurance**. **we** will not pay any **Professional Fees** pertaining to any RentCoverShortTerm policies that are not insured under "Section 5: Taxation **Audit**". **we** will not pay any **Professional Fees** pertaining to any activity or part of a **return** not pertaining to the 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 account 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 Commission 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 Commission of Taxation, **you** must notify the Commissions 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 commission 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.

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 7 as part of the sums insured for home or contents, depending on the type of cover **you** have chosen:

1. Temporary Removal of your Contents

If this Policy insures **your** contents **we** will cover **you** for the events listed in "Section 2: Cover for **your** Home & Contents – Insured Events" for loss or **damage** to **your** contents whilst temporarily removed from the **site** specified in the schedule to any other lockable residential building(s) or dedicated contents storage facility in Australia (and in transit there and back) provided that:

- a) **we** will not cover property that has been removed for a period exceeding 180 days unless **we** have agreed in writing to continue cover;

- b) **we** will not cover theft unless consequent upon actual forcible and violent entry into the building at the other location;
- c) transit cover is limited to loss or **damage** from fire, lightning, explosion, collision or overturning of the conveying vehicle and from theft consequent upon actual forcible and violent entry into the locked conveyance.

We do not pay for **damage**:

- to items of china, glass, earthenware, or similar items of a brittle nature,
- caused by scratching, denting, bruising or chipping.

We pay up to 20% of the **sum insured** under unspecified contents on the **Cover Summary**, however the sub-limits will also apply as set out in the table under 'How **we** will pay - Contents' point (e).

Contents are not covered for loss or **damage** if **you** have permanently removed them from the home, other than as provided under 'Additional benefit 6 - Change of **Site**'.

2. Fees

If this Policy insures **your** home, and

- it is **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** home. **We** won't unreasonably withhold **our** approval.

3. Removal of debris

If this Policy insures **your** home, and

- it is **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:

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

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

- d) 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
- e) not removing the stump would interfere with repairing or replacing the **damaged** part of the home required to settle **your** claim.

If this Policy insures **your** contents, and

- they are **damaged** by an insured event, and
- **we** pay a claim;

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

4. Extra costs of reinstatement

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

If only part of **your** home is **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** home suffered loss or **damage**.

5. Replacement of locks and keys

We pay up to \$1,000 to replace/alter locks or keys, if:

- locks to **your** home are **damaged**, or
- keys to **your** home are stolen

by someone breaking into **your** home.

6. Change of site

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

You must tell **us** of **your** new address within 30 days of first moving to it. If **you** wish to insure **your** contents at **your** new address after that 30 days **we** must agree to insure them at that address.

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

7. 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** home, contents or both beyond economic repair.

8. 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 rainwater, Flood 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.

9. Damage by Tenants Pets

Cover for **damage** caused by a domestic pet that is kept at the premises and owned by the tenant(s). **we** will pay this additional benefit as part of the Contents **Sum Insured** shown in **your Cover Summary**.

Damage caused by domestic pets owned by the Insured or their **family** members will not be covered.

We pay additional benefits 10 to 13 over and above the sums insured for home or contents, depending on the type of cover **you** have chosen.

10. Automatic reinstatement of sum insured

This benefit applies to the sums insured for home and unspecified 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.

11. Inflation adjustment

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

During each **Period of Insurance** we increase **your** home **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.

12. Out of Pocket Expenses – Limit \$1,000

If **we** have accepted a claim for loss or **damage** from an insured event, **we** will pay the out of pocket expenses incurred by **you** or on **your** behalf for the purpose of obtaining an order against any persons for restitution of any loss or **damage** suffered by **you**.

The maximum **we** will pay under this extension during any one **Period of Insurance** is \$1,000.

13. Legal Expenses – Limit \$5,000

If **we** have accepted a claim for loss or **damage** from an insured event, **we** will pay for **your** legal expenses incurred with **our** prior written approval (which will not be unreasonably withheld) for the purpose of reducing any claim under this Policy.

The maximum **we** will pay under this extension during any one **Period of Insurance** is \$5,000.

What you must pay if you make a claim – Excess

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 or on the current **Cover Summary** from the amount of **your** claim.

Where a sub-limit is applicable, the excess will be applied to the claim prior to applying the sub-limit. For example if an antique worth \$3,500 was stolen from the home, the \$2,500 per item antique sub-limit would apply.

If a \$500 excess was applicable, this would be applied to the \$3,500 claim, rather than the \$2,500 sub-limit. Therefore, \$2,500 would be payable. If the value of the antique was \$2,000, **we** would pay \$1,500 – the \$2,000 claim less the \$500 excess. If the antique was worth only \$1,000, **we** would pay \$500 - \$1,000 less the \$500 excess.

For earthquake claims the excess is \$500, or the amount shown on **your Cover Summary**, whichever is greater.

All loss, destruction or **damage** occurring within a period of 72 hours of the earthquake is regarded as the one event.

When **you** will NOT have to pay an excess

You will not have to pay an excess if **we** pay a claim as a result of **damage** that renders **your** home, contents or both beyond economic repair.

When you are not covered

General exclusions applying to 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.

Sanction 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.

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 **site**;
- 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 (m) Fusion of an electric motor, or if a claim is payable as the result of a lightning strike under Insured Event (d) however, **we** will cover resultant **damage** to the extent it's covered under the Insured Event (a) 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;
- › or in connection with any contagious or communicable disease;
- › 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.

Additional exclusions applying to this Policy

These additional exclusions apply to cover for **your** home, contents and additional benefits.

- a) loss or **damage** intentionally caused by **you** or a member of **your family** or a person acting with **your** consent or the consent of any member of **your family**
- b) loss or **damage** resulting from or caused by:
 - destruction of or **damage** to property by any government or public or local authority;
 - 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 or gradual deterioration;
- mildew, mould, algae, atmospheric or climatic conditions (other than as described under Insured Event, (b) storm or rainwater);
- 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;
- **damage** to swimming pools or similar structures caused by hydrostatic pressure;
- loss of or **damage** to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error;
- any consequential loss other than that specifically provided by this Policy;
- rodents, vermin, birds, wildlife or insects gnawing, biting, chewing, pecking, clawing, scratching or in any way polluting or contaminating **your** home or contents;

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

- tree roots;

However, this exclusion applies only to **damage** caused directly by tree roots. For example, if the tree roots **damage** and block a pipe, **we** will pay for the resultant **damage** to the home caused by water overflowing in the home. **we** will not pay for the **damage** to the pipe.

- erosion, subsidence, landslide or earth movement other than as a direct result of one of the following insured events (refer to items b, c, e, j, o under 'What **you** are insured against, and what **you** are NOT'):
- storm or rainwater,
- flood,
- earthquake,
- explosion,
- escaping liquid, and

occurring no more than 72 hours after the event;

- the **action of the sea** or tsunami.

'tsunami' means a sea wave caused by a disturbance of the ocean floor or by seismic movement.

- c) loss or **damage** to:
 - sporting equipment while in use or play,
 - bicycles while they are being ridden,
 - items for sale on consignment.

General Conditions

Application of bond monies or similar

Payment of any claim in relation to loss of rent or legal expenses, will be reduced by the balance of the bond monies, deposit or booking fees remaining after deducting clean up costs or other expenses **you** are legally entitled to

deduct from the bond monies, deposit or booking fees. A claim for any loss or **damage** caused by the tenant is only payable once any bond monies, deposit or booking fees are first applied.

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 comes 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 change poses 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 injury may increase include where:

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

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 **site**; or
- › **you** start operating a business, or generating a regular income (other than residential rental income) at the **site**.

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

Cancelling your Policy

How you may cancel this Policy

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

How we may cancel this Policy

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

The premium

We will refund to **you** the proportion of the premium for the remaining **Period of Insurance**.

Notices

Any notice **we** give **you** will be in writing and 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).

Salvage

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

Burglary protection

We have agreed to insure **your** contents in the home only if it is fitted with working locks on all external doors.

Care and maintenance

If **you** do not take reasonable care to:

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

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

Adjustment of premium on renewal

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

Claims

What you must do

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

- › take all reasonable precautions to prevent further loss, **damage** or liability
- › notify the police 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
- › tell **us** or EBM RentCover as soon as possible. **you** will be provided with a claim form and advice on the procedure to follow
- › supply **us** with all information **we** reasonably require to settle or defend the claim
- › notify **us** of any other insurance covering the same loss, **damage** or liability
- › co-operate with **us** fully in any action **we** take if **we** have a right to recover any money payable under this Policy from any other person.

Please contact **your** Broker or EBM RentCover to make a claim. **you** can contact EBM RentCover on 1800 661 662 or at Claims.RentCover.com.au.

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 be permitted by law to 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.