



Landlord Insurance  
Product Disclosure Statement  
and Policy document  
1 April 2009





## one direct's Landlord Insurance PDS and Policy Document

### The purpose of this PDS and Policy Document

This combined Product Disclosure Statement (PDS) and Policy document has been designed to help you understand Landlord Insurance so you can get the most out of your Policy.

This combined PDS and Policy document contains detailed information on Landlord Insurance, including when you are covered, when you are not covered, and maximum cover limits. We have also included a glossary on pages 48–50 to describe words with a special meaning. To the extent that the content of this PDS could be construed as general advice, it does not take into account your personal objectives, financial situation or needs (personal circumstances). You should consider the appropriateness of the information, having regard to your personal circumstances.

When you take out Landlord Insurance, we agree to provide the cover described in your current Schedule and this combined PDS and Policy document, as well as any Supplementary PDS we may issue. Together, they make up the terms and conditions of your Landlord Insurance contract with us. We recommend that you read them carefully and store them together in a safe place.

This policy is underwritten by ING General Insurance Pty Limited (ABN 56 072 892 365, AFSL 288160) (ING GI) and QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545) (QBE).

Each insurer takes full responsibility for this combined PDS and Policy document.

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## Why choose one direct's Landlord Insurance?

Landlord Insurance provides peace of mind and financial protection for your residential investment property, offering a unique range of benefits including:

- **rental income protection – we will automatically provide cover for a number of unfortunate instances including:**
  - loss of rent due to damage by an insured event
  - loss of rent due to rent default
  - vandalism or malicious damage
  - loss of rent due to death of sole tenant
  - associated legal costs
- **cover against natural events**
- **accidental glass breakage and impact damage**
- **electrical motor burn out and power surge**
- **new for old replacement regardless of age**
- **pay by the month at no extra cost**
- **24 hours a day, 7 days a week claims assistance service.**

Discover these benefits and more within this combined PDS and Policy.

## Choice of cover

With Landlord Insurance you can tailor your insurance and take out either buildings cover, contents cover, or combined buildings and contents cover.

### **Buildings cover**

Buildings cover provides cover for loss or damage to buildings resulting from the events listed on pages 4-13. For example, your building will be covered for storm damage.

### **Contents cover**

Contents cover provides cover for a range of events under specific conditions listed on pages 18-25. For example, your carpets will be covered for fire damage.

Your choice of buildings and/or contents cover will be listed on your current Schedule.

## Buildings cover

### What buildings we protect

We will cover residential buildings, located at the insured property address listed on your Schedule, their fixtures and fittings and any structural improvements at your rental property.

Buildings cover includes	Buildings cover does not include
Residential buildings, including any professional offices or surgeries in those buildings.	<ul style="list-style-type: none"> <li>• A display home, hotel, motel, nursing home, boarding house, buildings of flats or strata titled units.</li> <li>• A building or structure in the course of construction, alteration or substantial repair, or being demolished.</li> <li>• Building materials.</li> </ul>
Domestic outbuildings, e.g. garden shed	A caravan, trailer or their accessories.
Fixed coverings to walls, floors and ceilings.	Fixed carpets, curtains or internal blinds (refer to pages 16-17 for contents covered).
Infrastructure for the supply of services, including electricity, gas, water, internet and telephone.	
Items built in, fixed to, or on the buildings, e.g. an in-built air conditioner.	
Blinds or awnings on the outside of the buildings.	
Retaining walls	Pathways or driveways made of earth or gravel.
Trees, plants or shrubs growing outdoors in the ground (refer to page 17 for benefits and conditions).	<ul style="list-style-type: none"> <li>• Lawn</li> <li>• Plants or trees growing in pots and tubs</li> <li>• Landscaping</li> </ul>
Anything permanently built, constructed or installed on your rental property for domestic purposes, including in-ground swimming pools and spas.	

## How much we will pay

When you take out Buildings cover we will provide cover for any damage or loss to your buildings up to the nominated sum insured that is stated in Your Schedule. In the event of a total loss, the amount we will pay will be the total amount required to rebuild your home to the condition when new, but not better. The maximum amount we will pay will be limited to the sum insured you nominated.

The specific conditions of when your buildings will be covered are listed in the table below. Any cover we provide is subject to exclusions outlined on pages 29-31.

How we will settle a building claim is detailed on page 35.

If you make a claim, you must pay any excesses that apply. You will only need to pay this amount once for each event.

## When your buildings are protected

The specific events that your buildings will be covered for and the conditions that will apply are listed in the table below. Any cover we provide is subject to exclusions outlined on pages 29-31.

Cover	We will cover	We won't cover
<b>Accidental glass breakage</b>	Fixed glass in your buildings, including any window tinting or shatter proofing material attached to the glass. <hr/> Fixed shower bases, basins, sinks, spas, baths and toilets.	

Cover	We will cover	We won't cover
<b>Burglary, break-in, theft or attempted theft</b>	Any loss or damage as a result of a burglary or break-in, or an attempted burglary or break-in. The burglary or break-in, or attempted burglary or break-in, must be reported to the Police.	Loss or damage as a result of a burglary or break-in, or an attempted burglary or break-in by: <ul style="list-style-type: none"> <li>• a tenant</li> <li>• somebody who resides at the property</li> <li>• someone else acting on your behalf.</li> </ul>
	Loss or damage as a result of theft or attempted theft. The theft or attempted theft must be reported to the Police.	
<b>Burning out (fusion) of an electric motor</b>	Cost to repair or replace your electric motor that forms part of your building if it burns out or fuses.	Cost to repair or replace your electric motor if it is older than 15 years or larger than 3.7 kilowatts (5 h.p.).
<b>Deliberate or intentional acts</b>	Loss or damage as a result of a deliberate or intentional act.	Loss or damage as a result of a deliberate or intentional act by you or someone else acting on your behalf.
<b>Earthquake or tsunami</b>	Loss or damage as a result of an earthquake or tsunami. You must pay an additional excess of \$250.	Loss or damage as a result of an earthquake or tsunami if the loss or damage occurs later than 72 hours after the earthquake or tsunami occurring.
<b>Fire or explosion</b>	Loss or damage as a result of a fire or an explosion.	Loss or damage caused by a bushfire or grassfire that occurs within 48 hours of the start date of your Policy unless you took out your insurance with us immediately after: <ul style="list-style-type: none"> <li>• another insurance Policy covering the same buildings expired, without a break in cover</li> <li>• the risk passed to you as purchaser of your buildings.</li> </ul>

Cover	We will cover	We won't cover
<b>Impact damage</b>	<p>Loss or damage as a result of an impact caused by:</p> <ul style="list-style-type: none"> <li>• an aircraft, spacecraft or satellite, or anything dropped from them</li> <li>• a falling television or radio antenna mast or dish</li> <li>• vehicles or watercraft</li> <li>• an animal or bird that is not kept at your property</li> <li>• a falling tree or part of a tree.</li> </ul> <hr/> <p>Cost of removing and disposing of a fallen tree or parts.</p>	<p>Loss or damage that is caused by any animal or bird eating, chewing, clawing or pecking.</p>
<b>Landslide or subsidence</b>	<p>Loss or damage as a result of a landslide or subsidence if the loss or damage occurs within 72 hours of:</p> <ul style="list-style-type: none"> <li>• an earthquake or explosion</li> <li>• a storm, including rainwater or wind</li> <li>• liquid escaping from a fixed pipe or an object attached to a pipe, fixed gutter, fixed tank or a drain.</li> </ul>	<p>Any other erosion, subsidence, landslide or earth movement event.</p>
<b>Lightning or thunderbolt</b>	<p>Loss or damage as a result of a lightning strike or thunderbolt</p>	

Cover	We will cover	We won't cover
<p><b>Loss or damage by a tenant or their visitors</b></p>	<p>Loss or damage caused by a tenant or their visitors, as a result of:</p> <ul style="list-style-type: none"> <li>• accidental breakage of any: <ul style="list-style-type: none"> <li>– fixed glass in your buildings, including any window tinting or shatter proofing material attached to the glass</li> <li>– fixed shower bases, basins, sinks, spas, baths and toilets</li> </ul> </li> <li>• fire or explosion, as described on page 5</li> <li>• impact by a vehicle</li> <li>• water or liquid that escapes from: <ul style="list-style-type: none"> <li>– a fixed pipe or an object attached to a pipe, fixed gutter, fixed tank or a drain</li> <li>– a bath, basin, sauna, spa, shower base or shower wall, sink, toilet or tiled floor that has drainage holes</li> <li>– a washing machine or dishwasher</li> <li>– an aquarium</li> <li>– a waterbed</li> <li>– a swimming pool</li> </ul> </li> <li>• a deliberate or intentional act, vandalism or a malicious act.</li> </ul>	<p>Damage from a tenant or their visitors or their visitors' pets, scratching, denting, chipping, rubbing, scuffing or chafing any surface.</p> <p>Loss or damage to buildings due to:</p> <ul style="list-style-type: none"> <li>• tenant neglect, carelessness, poor housekeeping or unhygienic living habits</li> <li>• damage occurring during maintenance or repair operations carried out by the tenants or anyone acting on their behalf</li> <li>• damage caused by pets belonging to tenants or their visitors.</li> </ul>

Cover	We will cover	We won't cover
<b>Power surge</b>	<p>Power surge to domestic equipment directly caused by an identifiable and verifiable source outside your property including a lightning strike, an object contacting power lines, the resumption of power following a blackout caused by a storm, or unexpected interference with a power company transformer by an animal.</p>	<ul style="list-style-type: none"> <li>• Domestic appliances or domestic equipment more than 15 years from the date of purchase when new.</li> <li>• Any power surges caused at the site.</li> </ul>
<b>Rent default and theft by a tenant</b>	<p>Rent default for the weekly amount your rental property is leased for, up to \$5,000 less any excess and bond money that applies, if your tenant:</p> <ul style="list-style-type: none"> <li>• leaves your rental property before the end of the tenancy period of your rental agreement or periodic tenancy agreement, without giving you or your agent notice</li> <li>• is legally evicted from your rental property</li> <li>• stops paying rent owed to you or your agent.</li> </ul>	<p>Rent default if:</p> <ul style="list-style-type: none"> <li>• you have not taken all reasonable steps legally available to you under the Residential Tenancies Act, or other relevant State or Territory Legislation, to remedy nonpayment and evict the tenant</li> <li>• the tenant has not breached your rental agreement or periodic tenancy agreement</li> <li>• the rental agreement could have been legally terminated by you</li> <li>• the rent is in arrears at the commencement date of this insurance</li> <li>• you have made a claim under the contents section of this Policy for the same event</li> <li>• your rental property is re-tenanted</li> <li>• the term of your rental agreement ends.</li> </ul>

Cover	We will cover	We won't cover
<b>Rent default and theft by a tenant – continued</b>	Cover will only commence when all rent arrears have been paid, and the tenant has paid a minimum of four consecutive weeks of the agreed rent in accordance with the rental agreement.	If your tenant leaves the building with, or without notice, and you have failed to respond to a 'Notice to Remedy Breach' issued by the tenant to you.
	Up to two weeks rent after a tenant vacates the building without notice when a rental agreement defaults to a 'periodic tenancy agreement'.	
	Up to two weeks rent after the tenant vacates the building when you or your agent issues a 'Notice to Leave' to a tenant.	When the term of your rental agreement ends.
	Theft by a tenant or their visitors only of: <ul style="list-style-type: none"> <li>• any part of your buildings, up to the buildings sum insured, as listed on your Schedule, after deducting any excess that applies, if you have insured your buildings.</li> </ul>	Theft by a tenant if your property does not have a valid tenancy agreement in force at the time of the theft.

Cover	We will cover	We won't cover
<b>Rent default and theft by a tenant – continued</b>	<p>If we have agreed to pay a rent default or theft by a tenant claim, we will also cover the legal costs up to \$5,000 (inclusive of GST), you incur to:</p> <ul style="list-style-type: none"> <li>• legally evict a tenant</li> <li>• recover amounts owed to you by a tenant, unless the legal costs are solely to recover excesses that apply to a claim under this Policy</li> <li>• recover amounts for items stolen from your rental property by a tenant or their visitors.</li> </ul> <p>We will only pay your legal costs if we agree to pay them and before they are incurred.</p>	
<b>Riots or civil commotion</b>	<p>Loss or damage as a result of riots, civil commotion, or industrial or political disturbances.</p>	

Cover	We will cover	We won't cover
<b>Storm, rainwater or wind</b>	<p>Loss or damage as a result of storm (including named cyclone), rainwater or wind.</p>	<p>Water entering your buildings:</p> <ul style="list-style-type: none"> <li>• through an opening made for any building, renovation or repair work</li> <li>• because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.</li> </ul> <hr/> <p>Flood, action by the sea or high water (except tsunami).</p> <hr/> <p>Loss or damage caused by a named cyclone within 48 hours of the start date of your Policy unless you took out your insurance with us immediately after:</p> <ul style="list-style-type: none"> <li>• another insurance Policy covering the same buildings expired, without a break in cover</li> <li>• the risk passed to you as purchaser of your buildings.</li> </ul> <hr/> <p>Swimming pool covers, including solar covers and plastic liners.</p>
	<p>Free-standing fences, including those made of corrugated fibrous material that do not have a supporting frame, but only if they have been installed and constructed according to the manufacturer's specifications.</p>	<p>Free-standing gates, fences or walls that are made of timber and are more than 15 years old.</p>
		<p>Trees, plants and shrubs except for the cost of removal of storm damaged trees, plants and shrubs.</p>

Cover	We will cover	We won't cover
<b>Water or liquid damage</b>	<p>Loss or damage caused by water or liquid escaping from:</p> <ul style="list-style-type: none"> <li>• a fixed pipe or an object attached to a pipe, fixed gutter, fixed tank or a drain</li> <li>• a bath, basin, sauna, spa, shower base or shower wall, sink, toilet or tiled floor that has drainage holes</li> <li>• a washing machine or dishwasher</li> <li>• an aquarium</li> <li>• a waterbed.</li> </ul>	<p>If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will not repair or replace the bath, basin, sauna, spa, shower base or shower wall.</p>
	<p>Loss or damage caused by water or liquid other than as specified above.</p>	<p>Your buildings for loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• flood</li> <li>• action by the sea or high water (except tsunami)</li> <li>• landslide or subsidence unless we agree to cover the event as described under 'Landslide or subsidence'</li> <li>• water entering your buildings either: <ul style="list-style-type: none"> <li>– through an opening made for any building, renovation or repair work, or</li> <li>– because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.</li> </ul> </li> </ul>
	<p>Cost of finding where the water or liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause.</p>	<p>Cost of repairing the item that caused the escape of water or liquid.</p>

Cover	We will cover	We won't cover
<b>Vandalism or a malicious act</b>	Loss or damage as a result of vandalism or a malicious act.	Loss or damage as a result of vandalism or a malicious act by you or someone acting on your behalf.  Loss or damage as a result of vandalism or a malicious act by your tenant or their visitors, except where provided by the insured event of 'Loss or damage by a tenant or their visitors' as described on page 7.

### Additional buildings benefits

one direct's Landlord Insurance includes a range of additional buildings benefits. The amount we will pay is in addition to the sum insured. Any cover we provide is subject to exclusions. If you make a claim for an additional benefit, you will not need to pay an excess.

The amounts we will pay and the limits that apply are listed in the table below.

Additional benefits	We will cover	We won't cover
<b>Debris removal and demolishing</b>	Reasonable costs to demolish and remove any debris resulting from loss or damage to your buildings from an event that we have agreed to cover.  We will pay up to 10% of the buildings sum insured, paid in addition to the sum insured.	Any costs if the debris occurs as a result of an event we have not agreed to cover.
<b>Loss of rent</b>	Any loss of rent equal to the weekly amount as stated on your Rental Agreement or Periodic Tenancy Agreement for up to 12 months and a maximum of \$52,000 if your buildings or sections of your buildings suffer loss or damage and are uninhabitable as a result.  If we pay for loss of rent under your buildings cover we will not pay for the same event under your contents cover.	

Additional benefits	We will cover	We won't cover
<b>Loss of rent – continued</b>	<p>When:</p> <ul style="list-style-type: none"> <li>• loss or damage to your buildings occurs as a result of an event as listed in this Policy</li> <li>• access to your rental property is prevented due to loss or damage to other property located near your rental property.</li> </ul> <hr/> <p>Any loss of rent for up to two weeks and a maximum of \$2,000 if:</p> <ul style="list-style-type: none"> <li>• the death of a sole tenant occurs before the end of the tenancy period of your rental agreement or during a periodic tenancy agreement. Cover will start from the death of the sole tenant</li> <li>• your rental agreement or periodic tenancy agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority. Cover will start from when the Termination order issued by the Residential Tenancies Tribunal or other relevant authority takes effect.</li> </ul>	<p>If your rental property is habitable and you can safely gain access to your rental property.</p> <hr/> <p>If the sole tenant has given you or your agent notice in accordance with the rental agreement or periodic tenancy agreement prior to their death.</p> <p>If your rental property is re-tenanted within the two week period.</p>
<b>Mortgagee discharge costs</b>	<p>Reasonable legal costs associated with the discharge of any mortgage you have left owing if you make a claim for the total loss of your buildings as a result of an event we have agreed to cover.</p>	<p>Any associated legal costs if the total loss occurs as a result of an event we have not agreed to cover.</p>
<b>Rebuilding fees</b>	<p>Reasonable costs of employing an architect or surveyor, and also paying any legal fees that arise from the rebuilding, if your buildings suffer total loss or damage as a result of an event we have agreed to cover, and need to be rebuilt as a result.</p> <hr/> <p>We will pay up to 10% of buildings sum insured, paid in addition to the sum insured.</p>	<p>Any rebuilding costs if the total loss occurs as a result of an event we have not agreed to cover.</p>

Additional benefits	We will cover	We won't cover
<b>Replacing keys and repairs to, and recoding of, locks and barrels</b>	Reasonable costs to replace your keys and repair and recode your locks and barrels if a key to an external door or window lock of your building is stolen or lost. The theft must be reported to the Police.	Theft or loss occurs as a result of an event we have not agreed to cover.
<b>Sale of your rental property</b>	<p>If you have entered into a contract to sell your property, we will extend your buildings cover to the purchaser until:</p> <ul style="list-style-type: none"> <li>• the contract settlement date</li> <li>• the purchaser insures the rental property</li> <li>• the purchaser becomes liable for damage to the rental property whichever happens first.</li> </ul> <p>Your buildings will be covered up to the sum insured in the event of a total loss.</p>	<p>This cover will stop immediately if:</p> <ul style="list-style-type: none"> <li>• the sale contract is terminated</li> <li>• your buildings insurance comes to an end.</li> </ul>
<b>Trees, plants and shrubs replacement</b>	<p>Cost to replace any trees, plants or shrubs that are stolen, burnt, maliciously damaged, or damaged by a vehicle.</p> <p>Up to \$1,500.</p>	Loss or damage to lawn.

## Contents cover

### What contents we protect and how much will be paid

We will cover the following household goods that:

- are not fixed or fitted to buildings
- you own or are legally responsible for.

When you take out contents cover, you must nominate the replacement value of your contents at today's prices. This is called the sum insured and is listed on your Schedule. Each content item, set, collection or system of items is covered up to the sum insured.

Contents include	Contents does not include
Items thinly covered with gold or silver that are not jewellery or watches.	Jewellery and watches.
Carpets, curtains or internal blinds.	
Fixtures and fittings that you have installed if you are the owner of a strata title unit.	Fixtures and fittings that you have installed, if you are the owner of a strata title unit that the body corporate or similar body has insured.
Internal ceiling, floors, walls, doors and windows if you are the owner of a strata title unit, if the body corporate or similar body has not insured them.	Internal ceiling, floors, walls, doors and windows if you the owner of a strata title unit, if the body corporate or similar body has insured them.
Household goods	<ul style="list-style-type: none"> <li>• Clothing and personal effects.</li> <li>• Unset precious/semi-precious stones.</li> </ul>
Furniture and furnishings that are not built-in.	Fixtures, fittings, furniture and furnishings or other personal items owned by the tenant.
Portable domestic appliances that are not built in.	Collections of stamps, money, medals or other collectibles.
Swimming pools, saunas and spas that are not built-in and their accessories.	Animals, including birds and fish.

Contents include	Contents does not include
	Battery-powered items including: <ul style="list-style-type: none"> <li>• audio visual equipment</li> <li>• camera equipment, including accessories and unprocessed film</li> <li>• electronic diaries</li> <li>• GPS (Global Positioning System device)</li> <li>• mobile, Satellite or portable phones</li> <li>• portable computers</li> <li>• portable media players.</li> </ul>
Plants and trees growing outdoors in pots or tubs.	Plants and trees growing outdoors in the ground.
Lawn mowers including ride-on mowers.	Pedal cycles, motorcycles, mini-bikes, caravans, trailers, aircraft, watercraft, motor vehicles and their accessories.
	Sporting equipment
	Consumables owned by the tenant.
	Money and negotiable documents.

## When your contents are protected

The specific events that your contents will be covered for and the conditions that will apply are listed in the table below. Any cover we provide is subject to exclusions outlined on pages 29-31.

Cover	We will cover	We won't cover
<b>Accidental glass breakage</b>	Loss or damage to: <ul style="list-style-type: none"> <li>• mirrors</li> <li>• glassware</li> <li>• crystal</li> <li>• glass in furniture.</li> </ul>	Any mirrors, glassware, crystal, crockery that have been damaged while being used, cleaned or carried by hand.
	Accidental breakage of fixed shower bases, basins, sinks, spas, baths and toilets.	Accidental breakage of fixed shower bases, basins, sinks, spas, baths and toilets, if you are the owner of a strata title unit that the body corporate or similar body has insured.
	An item when it is chipped or fractured through its entire thickness.	Glass that is part of the television, computer screen or monitor.
<b>Burglary, break-in, theft or attempted theft</b>	Loss or damage as a result of a burglary or break-in, or an attempted burglary or break-in. The burglary or break-in, or attempted burglary or break-in, must be reported to the Police.	Loss or damage as a result of a burglary or break-in or attempted burglary or break-in by: <ul style="list-style-type: none"> <li>• a tenant</li> <li>• somebody who resides at the property</li> <li>• someone else acting on your behalf.</li> </ul>
	Loss or damage as a result of theft or attempted theft. The theft or attempted theft must be reported to the Police.	
<b>Burning out (fusion) of an electric motor</b>	Cost to repair or replace your electric motor if it burns out or fuses.	Cost to repair or replace your electric motor if it is older than 15 years old or larger than 3.7 kilowatts (5 h.p.).

Cover	We will cover	We won't cover
<b>Deliberate or intentional acts</b>	Loss or damage as a result of a deliberate or intentional act.	Loss or damage as a result of a deliberate or intentional act by you or someone else acting on your behalf.
<b>Earthquake or tsunami</b>	Loss or damage as a result of an earthquake or tsunami. You must pay an additional excess of \$250.	Loss or damage as a result of an earthquake if the loss or damage occurs later than 72 hours after the earthquake or tsunami occurring.
<b>Fire or explosion</b>	Loss or damage as a result of a fire or an explosion.	Loss or damage caused by a bushfire or grassfire that occurs within 48 hours of the start date of your Policy unless you took out your insurance with us immediately after: <ul style="list-style-type: none"> <li>• another insurance Policy covering the same contents expired, without a break in cover</li> <li>• the risk passed to you as purchaser of your buildings.</li> </ul>
<b>Impact damage</b>	Loss or damage as a result of an impact caused by: <ul style="list-style-type: none"> <li>• an aircraft, spacecraft or satellite, or anything dropped from them</li> <li>• a falling television or radio antenna mast or dish</li> <li>• vehicles or watercraft</li> <li>• an animal or bird that is not kept at your property</li> <li>• a falling tree or part of a tree.</li> </ul> <p>Cost of removing and disposing of a fallen tree or parts.</p>	Loss or damage that is caused by any animal or bird eating, chewing, clawing or pecking.

Cover	We will cover	We won't cover
<b>Landslide or subsidence</b>	<p>Loss or damage as a result of a landslide or subsidence if the loss or damage occurs within 72 hours of:</p> <ul style="list-style-type: none"> <li>• an earthquake or explosion</li> <li>• a storm, including rainwater or wind</li> <li>• liquid escaping from a fixed pipe or an object attached to a pipe, fixed gutter, fixed tank or a drain.</li> </ul>	Any other erosion, subsidence, landslide or earth movement event.
<b>Lightning or thunderbolt</b>	Loss or damage as a result of a lightning strike or thunderbolt.	

Cover	We will cover	We won't cover
<p><b>Loss or damage by a tenant or their visitors</b></p>	<p>Loss or damage caused by a tenant or their visitors, as a result of:</p> <ul style="list-style-type: none"> <li>• accidental breakage of any: <ul style="list-style-type: none"> <li>– fixed glass in your buildings, including any window tinting or shatter proofing material attached to the glass</li> <li>– fixed shower bases, basins, sinks, spas, baths and toilets</li> </ul> </li> <li>• fire or explosion, as described on page 19</li> <li>• impact by a vehicle</li> <li>• water or liquid that escapes from: <ul style="list-style-type: none"> <li>– a fixed pipe or an object attached to a pipe, fixed gutter, fixed tank or a drain</li> <li>– a bath, basin, sauna, spa, shower base or shower wall, sink, toilet or tiled floor that has drainage holes</li> <li>– a washing machine or dishwasher</li> <li>– an aquarium</li> <li>– a waterbed</li> <li>– a swimming pool</li> </ul> </li> <li>• a deliberate or intentional act, vandalism or a malicious act.</li> </ul>	<p>Damage from a tenant or their visitors or their visitors' pets, scratching, denting, chipping, rubbing, scuffing or chafing any surface.</p> <p>Loss or damage to contents due to:</p> <ul style="list-style-type: none"> <li>• tenant neglect, carelessness, poor housekeeping or unhygienic living habits</li> <li>• damage occurring during maintenance or repair operations carried out by the tenants or anyone acting on their behalf</li> <li>• damage caused by pets belonging to tenants or their visitors.</li> </ul>
<p><b>Power surge</b></p>	<p>Power surge to domestic equipment directly caused by an identifiable and verifiable source outside your property including a lightning strike, an object contacting power lines, the resumption of power following a blackout caused by a storm, or unexpected interference with a power company transformer by an animal.</p>	<ul style="list-style-type: none"> <li>• Domestic appliances or domestic equipment more than 15 years from the date of purchase when new.</li> <li>• Any power surges caused at the site.</li> </ul>

Cover	We will cover	We won't cover
<p><b>Rent default and theft by a tenant</b></p>	<p>Rent default for the weekly amount your rental property is leased for up to \$5,000, less any excess and bond money that applies, if your tenant:</p> <ul style="list-style-type: none"> <li>leaves your rental property before the end of the tenancy period of your rental agreement or periodic tenancy agreement, without giving you or your agent notice</li> <li>is legally evicted from your rental property</li> <li>stops paying rent owed to you or your agent.</li> </ul> <hr/> <p>Cover will only commence when all rent arrears have been paid, and the tenant has paid a minimum of four consecutive weeks of the agreed rent in accordance with the rental agreement.</p>	<p>Rent default if:</p> <ul style="list-style-type: none"> <li>you have not taken all reasonable steps legally available to you under the Residential Tenancies Act, or other relevant State or Territory Legislation, to remedy nonpayment and evict the tenant</li> <li>the tenant has not breached your rental agreement or periodic tenancy agreement</li> <li>the rental agreement could have been legally terminated by you</li> <li>the rent is in arrears at the commencement date of this insurance</li> <li>you have made a claim under the building section of this Policy for the same event</li> <li>your rental property is re-tenanted</li> <li>the term of your rental agreement ends.</li> </ul> <hr/> <p>If your tenant leaves the building with, or without, notice and you have failed to remedy a 'Notice to Remedy Breach' issued by the tenant to you.</p>

Cover	We will cover	We won't cover
<b>Rent default and theft by a tenant – continued</b>	<p>Up to two weeks rent after a tenant vacates the building without notice when a rental agreement defaults to a 'periodic tenancy agreement'.</p>	
	<p>Up to two weeks rent after the tenant vacates the building when you or your agent issues a 'Notice to Leave' to a tenant.</p>	<p>When the term of your rental agreement ends.</p>
	<p>Theft by a tenant or their visitors only of your contents, up to the contents sum insured as listed on your Schedule after deducting any excess that applies, if you have insured your contents.</p>	<p>Theft by a tenant if your property does not have a valid tenancy agreement in force at the time of the theft.</p>
	<p>If we have agreed to pay a rent default or theft by a tenant claim, we will also cover the legal costs as a result of rent default or theft by a tenant, up to \$5,000 (inclusive of GST) you incur to:</p> <ul style="list-style-type: none"> <li>• legally evict a tenant</li> <li>• recover amounts owed to you by a tenant, unless the legal costs are solely to recover excesses that apply to a claim under this Policy</li> <li>• recover amounts for items stolen from your rental property by a tenant or their visitors.</li> </ul> <p>We will only pay your legal costs if we agree to pay them before they are incurred.</p>	
<b>Riots or civil commotion</b>	<p>Loss or damage as a result of riots, civil commotion, or industrial or political disturbances.</p>	

Cover	We will cover	We won't cover
<p><b>Storm, rainwater or wind</b></p>	<p>Loss or damage as a result of storm (including named cyclone), rainwater or wind.</p>	<p>Water entering your buildings:</p> <ul style="list-style-type: none"> <li>• through an opening made for any building, renovation or repair work</li> <li>• because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.</li> </ul> <hr/> <p>Flood, action by the sea, or high water (except tsunami).</p> <hr/> <p>Loss or damage caused by a named cyclone within 48 hours of the start date of your Policy unless you took out your insurance with us immediately after:</p> <ul style="list-style-type: none"> <li>• another insurance Policy covering the same contents expired, without a break in cover</li> <li>• the risk passed to you as purchaser of your buildings.</li> </ul> <hr/> <p>Swimming pool covers, including solar covers and plastic liners.</p> <hr/> <p>Trees, plants and shrubs except for the cost of removal of storm damaged trees, plants and shrubs.</p>
<p><b>Vandalism or a malicious act</b></p>	<p>Loss or damage as a result of vandalism or a malicious act.</p>	<p>Loss or damage as a result of vandalism or a malicious act by you or someone acting on your behalf.</p> <p>Loss or damage as a result of vandalism or a malicious act by your tenant or their visitors, except where provided by the insured event of 'loss or damage by a tenant or their visitors' as described on page 21.</p>

Cover	We will cover	We won't cover
<b>Water or liquid damage</b>	<p>Loss or damage caused by water or liquid escaping from:</p> <ul style="list-style-type: none"> <li>• a fixed pipe or an object attached to a pipe, fixed gutter, fixed tank or a drain</li> <li>• a bath, basin, sauna, spa, shower base or shower wall, sink, toilet or tiled floor that has drainage holes</li> <li>• a washing machine or dishwasher</li> <li>• an aquarium</li> <li>• a waterbed.</li> </ul>	<p>If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will not repair or replace the bath, basin, sauna, spa, shower base or shower wall.</p>
	<p>Loss or damage caused by water or liquid other than as specified above.</p>	<p>Your contents for loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• flood</li> <li>• action by the sea or high water (except tsunami)</li> <li>• landslide or subsidence unless we agree to cover the event as described under 'Landslide or subsidence'</li> <li>• water entering your buildings: <ul style="list-style-type: none"> <li>– through an opening made for any building, renovation or repair work</li> <li>– because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.</li> </ul> </li> </ul>
	<p>Cost of finding where the water or liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause.</p>	<p>Cost of repairing the item that caused the escape of water or liquid.</p>

## Additional contents benefits

one direct's Landlord Insurance includes a range of additional contents benefits. The amount we will pay is in addition to the sum insured. Any cover we provide is subject to exclusions. If you make a claim for an additional benefit, you will not need to pay an excess. The amounts we will pay and the limits that apply are listed in the table below.

Additional benefits	We will cover	We won't cover
<p><b>Debris removal and demolishing</b></p>	<p>Reasonable costs to demolish and remove any debris resulting from loss or damage to your contents from an event that we have agreed to cover.</p> <p>Up to 10% of the contents sum insured, paid in addition to the sum insured.</p>	
<p><b>Increase in sum insured</b></p>	<p>If we agree to pay you for a loss of your contents for the total sum insured, we will increase your contents sum insured by the amount the Consumer Price Index (CPI) (all groups) has increased since you took out your Policy, up to the time of loss.</p> <p>Where claims are made for less than the sum insured, you will be fully insured again for your contents for the amounts shown on your Schedule.</p> <p>Where a claim is for a total loss and we pay you the sum insured, then your Policy comes to an end, subject to any continuing liability cover and no refund of your premium is due.</p>	
<p><b>Loss of rent</b></p>	<p>Any loss of rent equal to the weekly amount as stated on your Rental Agreement or Periodic Tenancy Agreement for up to 12 months and a maximum of \$52,000 if your buildings or sections of your buildings suffer loss or damage and are uninhabitable as a result.</p> <p>If we pay for loss of rent under your buildings cover we will not pay for the same event under your contents cover.</p>	

Additional benefits	We will cover	We won't cover
<p><b>Loss of rent – continued</b></p>	<p>When:</p> <ul style="list-style-type: none"> <li>loss or damage to your contents occurs as a result of an event as listed in this PDS</li> <li>access to your rental property is prevented due to loss or damage to other property located near your rental property.</li> </ul> <hr/> <p>Any loss of rent for up to two weeks and a maximum of \$2,000 if:</p> <ul style="list-style-type: none"> <li>the death of a sole tenant occurs before the end of the tenancy period of your rental agreement or during a periodic tenancy agreement. Cover will start from the death of the sole tenant</li> <li>your rental agreement or periodic tenancy agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority. Cover will start from when the Termination order issued by the Residential Tenancies Tribunal or other relevant authority takes effect.</li> </ul>	<p>If your rental property is habitable and you can safely gain access to your rental property.</p> <hr/> <p>If the sole tenant has given you or your agent notice in accordance with the rental agreement or periodic tenancy agreement prior to their death.</p> <p>If your rental property is re-tenanted within the two week period.</p>
<p><b>Replacing keys and repairs to, and recoding, of locks and barrels</b></p>	<p>Reasonable costs to replace your keys and repair and/or recode your locks and barrels if a key to an external door or window lock of your building is stolen or lost. The theft must be reported to the Police.</p>	<p>Theft or loss occurs as a result of an event we have not agreed to cover.</p>

## Liability cover

We will cover your legal liability as a result of any event listed below that causes loss or damage to someone else's property, or death or bodily injury to other people, occurring at the insured property address listed on your Schedule during your period of insurance.

Please note, any cover we provide is subject to exclusions (refer to page 29–31).

### General

We will pay up to \$20 million, including any legal costs that must be paid to defend the claim and any costs awarded against you.

We will cover	We won't cover
The amount you have to pay as owner of the buildings if you have insured your buildings.	<ul style="list-style-type: none"><li>Any ownership of land, building or structures other than the land and buildings insured by this Policy.</li><li>If you have only insured your contents we will not cover you for any amount you have to pay as owner of your buildings.</li></ul>
The amount you have to pay as owner of your contents, or occupier of your part of the building if you have insured your contents and you own part of the building that has been subdivided.	
The amount you have to pay because of any defect in your contents if you have insured your contents.	
The amount you have to pay for damage to property while it is in the car park if you provide a car park for your tenant or their visitors to use.	

### When your buildings are a total loss

For buildings Policies, we will continue to insure you for up to six months from date of total loss. Please note, this cover is not available for contents Policies.

We will cover	We won't cover
If your buildings are a total loss, we will continue liability cover for any amount you have to pay as owner of the buildings for up to six months from the date your buildings were destroyed.	This cover will stop immediately if: <ul style="list-style-type: none"><li>construction commences at the property</li><li>you sell the land</li><li>you take out a new buildings insurance Policy for the property.</li></ul>

## Exclusions to your cover

Any cover we provide is subject to the following exclusions:

- buildings and contents cover and additional benefit exclusions
- liability exclusions
- general exclusions (these apply to all covers).

### Buildings, contents and additional benefit exclusions

We will not pay for any loss or damage which is caused directly or indirectly by:

- settling, shrinkage or any movement of earth
- settling, shrinkage or expansion in buildings, foundations, walls or pavements
- erosion, rust, corrosion, gradual deterioration, depreciation, wear or tear
- vermin, birds or insects
- roots from trees, plants, shrubs or grass
- any process of cleaning involving the use of chemicals other than domestic household chemicals
- a defect in an item, structural defects, or faulty workmanship or design
- breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand
- mechanical or electrical breakdown other than an electric motor burning out, unless the breakdown results in damage to your buildings or contents.

### Liability exclusions

We will not pay for:

- personal injury to you, or any member of your family who normally lives with you, or anyone else who normally lives with you
- personal injury to any person you employ where that injury arises from their employment with you
- loss or damage to property that belongs to you, or is under your control, or any member of your family who normally lives with you, or anyone else that normally lives with you
- loss or damage to property that belongs to any person you employ where that loss or damage arises from their employment with you
- penalties, fines or awards of aggravated, exemplary or punitive damages made against you.

We will not pay for any liability caused directly or indirectly by:

- any alterations, repairs, renovations or additions to your buildings that cost more than \$75,000 (inclusive of GST)
- any alterations, servicing, repairing or any additions to lifts, escalators or hoists, including anything that is part of a lift, escalator or hoist
- any disease that is transmitted by you, or any member of your family who normally lives with you
- any business, profession, trade or occupation carried out by you, unless the liability is as a result of, or arising from, you managing the buildings and their surrounds
- any agreement or contract you enter into, however, if you would have been liable without the agreement or contract, we will pay for that liability
- the use, removal of, or exposure to any asbestos product or products containing asbestos
- the use of a motor vehicle, motorcycle, mini-bike, caravan, trailer, aircraft or watercraft, however we will cover liability that arises from ride-on mowers
- servicing, repairing or maintaining any vehicle
- the erection or demolition of buildings
- vibration or interference with the support of the land, buildings or other property
- the discharge, release or escape of any pollutants
- the removal, neutralising or cleaning up of pollutants
- any act of libel or slander.

## General exclusions

We will not cover any loss or damage, or liability caused directly or indirectly by:

- any event that does not occur within your period of insurance
- war or warlike activity, however war does not need to be declared
- hostilities, rebellion, insurrection or revolution
- contamination or pollution by chemical and/or biological, radioactive and/or nuclear agents, which results from an act of terrorism
- lawful destruction or confiscation of your property
- anything nuclear or radioactive
- mildew, mould, atmospheric or climatic conditions
- damage to a heating element, however, we will pay for any loss or damage as a result of damage to a heating element
- deliberate or intentional acts by you, or anyone acting for you, to cause loss, damage or injury
- flood or storm surge
- erosion, the action of the sea, tidal wave or high water, unless the loss or damage is the result of a tsunami.

## Your premium

### How we calculate your premium

Your premium, including any taxes and charges, will be featured on your Schedule. We will base your premium on:

- the type and frequency of claims that you have made
- your insurance history
- your sum(s) insured
- the excess
- the type, location, construction and age of your buildings or contents.

Premiums are also subject to Commonwealth and State taxes and/or charges, including GST and stamp duty, which will be listed on your Schedule.

### How to pay your premium

We offer a range of convenient payment options. You can pay your premium in:

- one lump sum by credit card or direct debit
- monthly instalments by credit card or direct debit, at no extra cost.

### Problems with paying your premium

If you cannot pay your premium, please contact one direct's Insurance Centre immediately on 1300 663 239, weekdays from 8am to 8pm AEST.

We may cancel your policy if:

- you do not pay your premium
- you pay your premium by instalments and you are more than one month behind.

If you pay by instalments, we may refuse to pay a claim if at least one instalment of the premium is overdue for one month or more.

## Your Policy

### How to renew your Policy

Before your current Policy expires, we may send you an offer to renew your insurance. This offer will include an updated Schedule and provide a premium based on the information contained in your current Policy.

You will then need to review the proposed Policy and premium. If you have any questions or would like to change your cover, you will need to call 1300 663 239, weekdays from 8am to 8pm AEST.

If you accept the conditions of the new Policy, you then need to pay your premium. If you paid your last premium by instalments, we will continue to deduct payments from your nominated account. If you paid your last premium in one lump sum, we must receive your payment by the due date, otherwise your buildings or contents will not be insured.

### How to change your Policy

It's important that all the details in your Policy are current and correct so we have tried to make it as easy as possible for you.

#### **Step 1 – Contact us to change your Policy or update your details**

Call one direct's Insurance Centre on 1300 663 239, weekdays from 8am to 8pm AEST.

#### **Step 2 – Check the changes**

After we update your details, you will be sent an Endorsement Schedule. This Schedule includes any changes or variations you have requested and we have agreed to, and any conditions we may have applied to that agreement including any change in premium.

#### **Step 3 – Pay your premium if it has increased**

We will tell you if your premium has increased. If you pay your premium by instalments, we will adjust your instalments and continue to deduct the new amount from your nominated account. If you pay your premium in one lump sum, we must receive your additional payment within one month.

### How to cancel your Policy

If you want to cancel your Policy, call one direct's Insurance Centre on 1300 663 239, weekdays from 8am to 8pm AEST. We may need your cancellation request in writing. If you cancel your Policy before it ends, we will refund an amount for the unused premium.

### Cooling off period

You have the right to cancel your Policy during the 21 day cooling off period after its commencement, provided no claim has been made within this period. If you cancel your Policy within this period, we will return to you any premiums you have paid us.

## Claims

### How to make a claim

To help us make the claims process as easy as possible for you, follow these simple steps for buildings or contents claims:

#### **Make sure you have all the relevant information to support your claim**

We will need:

- contact details of any other people involved in the event, including their name, current residential address and who they are insured with
- any letters, notices or court documents about the event within 72 hours of receiving them
- the Event Report Number for any claims in relation to theft, attempted theft, vandalism or a malicious act. The Police will provide you with this number when you report the event to them.

#### **Call us on 1300 663 239 (24 hours a day, 7 days a week) to make a claim**

Our Claims Assistance Service is open 24 hours a day, 7 days a week so we can give you immediate advice and assistance with your claim. You will need to make your claim as soon as possible as any delays may reduce the amount that we can pay, or prevent us from paying a claim.

To help us assess your claim when you call, we will ask you a range of questions and you may need to provide:

- proof of ownership
- an inspection of your buildings or contents
- quotes from a repairer.

At the time of making a claim under the Policy, you must provide us with certain GST information relevant to both your policy and your claim. If you do not provide us with this information we may deduct up to 1/11th of the amount otherwise payable in settlement of your claim.

#### **If you need emergency repairs**

If you need to make emergency repairs, we will arrange assistance through our preferred repairers and suppliers.

#### **Excesses that may apply when you make a claim**

An 'excess' is your contribution towards the cost of a claim. We will tell you if you need to pay an excess when you make a claim.

The type of excess that applies to your Policy and the amount of that excess will be listed on your Schedule. You may need to pay more than one type of excess when you make a claim.

When a claim is made for what we identify as one or more separate events, you will need to pay any excesses that apply for each separate event we have identified.

You will only need to pay this amount once when you make a claim.

Your excess will be increased by \$250 for any loss or damage that occurs as a result of an earthquake or tsunami.

Your excess will be increased by \$250 for any loss or damage that occurs as a result of:

- deliberate or intentional acts, or vandalism or malicious acts by your tenants or their visitors
- your tenant leaving before the end of the tenancy period without giving notice
- your tenant ceasing to pay rent
- your tenant being evicted from your buildings
- the theft of any part of your buildings or contents by your tenants or their visitors.

### **Bond money we may deduct when you make a claim**

We will reduce the amount we will pay for loss or damage to your building or contents, rent default or legal expenses by any bond money that you are entitled to use to pay for or reduce the cost of any loss or damage.

### **How we settle a buildings claim**

#### **We will decide how we will settle your claim**

If your buildings suffer damage, we will decide whether to:

- repair
- rebuild
- pay you the cost to repair or rebuild that part of your building(s) that suffered damage.

#### **What happens if we decide to repair your buildings**

If we decide to repair your building(s), we will:

- only repair the part or parts of your building(s) that actually sustained damage, including damaged portions of fixed coverings to walls, floors and ceilings, in the rooms, halls or passages where the damage occurred to a condition as close as possible to when new, but not better
- try to match any material used to repair your building(s) with the original materials or nearest equivalent available to the original materials
- ensure your building(s) comply with government and local authority bylaws
- allow you to choose your own repairer or tradesman, or we can help you to find one. We may decide not to accept your chosen repairer if the quote and credentials are not acceptable
- deal directly with the repairer or tradesperson concerning payment.

**Note:** if repairs do not start within six months of the acceptance of your claim, you may have to pay any increase in costs caused by your delay.

### **What happens if we decide to rebuild your buildings in the event of a total loss**

If we decide to rebuild your building(s) in the event of a total loss, we will:

- rebuild your buildings to a condition as close as possible to when new, but not better
- ensure your buildings comply with government and local authority bylaws
- allow you to choose your own repairer or tradesman, or we can help you to find one; we may decide not to accept your chosen repairer if the quote and credentials are not acceptable
- deal directly with the repairer or tradesperson concerning payment.

The most we will pay is the buildings sum insured shown on the Schedule plus the additional benefits below:

- up to 10% of the buildings sum insured towards rebuilding fees
- up to 10% of the buildings sum insured towards demolition and removal of debris

You may choose to have the building replaced at another site, but we will not pay more than the nominated buildings sum insured.

If we rebuild your building(s), then your Policy comes to an end, subject to any continuing liability cover and no refund of your premium is due.

**Note:** If rebuilding does not start within six months of the acceptance of your claim, you may have to pay any increase in costs caused by your delay.

### **What happens if we decide to pay you the cost to repair or rebuild your buildings**

If we decide to pay you the cost to repair or rebuild your building(s) we will:

- pay you the cost of repairing your building(s) to a condition as close as possible to when new, but not better
- the most we will pay is the buildings sum insured shown on the schedule plus the additional benefits below:
  - up to 10% of the buildings sum insured towards rebuilding fees
  - up to 10% of the buildings sum insured towards demolition and removal of debris
- deduct any:
  - excess
  - unpaid premium
  - input tax credit you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 if you had paid to repair or rebuild your buildings.

If we pay you the full sum insured of your buildings after a total loss, then your Policy comes to an end, subject to any continuing liability cover and no refund of your premium is due.

## **You must pay any excesses that apply**

If you make a claim, you will need to pay any excesses that apply. Please refer to your current Schedule to find out the excess that may apply.

If you are claiming for any loss or damage that occurs as a result of:

- a deliberate or intentional act, or vandalism or a malicious act by a tenant or their visitors, you will need to pay an additional excess of \$250
- an earthquake or tsunami, you will need to pay an additional excess of \$250. The loss or damage must occur within 72 hours of the earthquake or tsunami occurring.

We will tell you if you need to pay any excess to us or to the builder. If we choose to pay you, we may deduct the amount of excess from the amount we settle your claim for.

See also 'Liability cover – When your buildings are a total loss' on page 28.

If we determine the building to be in poor condition at the time of a claim, we will determine a reasonable allowance to be deducted from the claim settlement, based on the condition of the building or that part of the building that is in poor condition.

When a claim is made for what we identify as one or more separate events, you will need to pay any excesses that apply for each separate event we have identified. Excesses that may apply will be listed on your current Schedule.

## **If you are entitled to use bond money**

We will reduce the amount we will pay for loss or damage to your buildings by any bond money you are entitled to use to pay for or reduce the cost of any loss or damage.

## **How we settle a contents claim**

### **We will decide how we will settle your claim**

If your contents suffer loss or damage, we will decide whether to:

- repair an item
- replace an item
- pay you the cost to repair or replace the item.

If we do any of the above, we will pay up to the:

- contents sum insured as listed on your Schedule
- maximum amount per item, set, pair, collection or system.

If the item is part of a pair, set, collection or system, we will only cover the value of the item itself. However, the most we will pay is the value of the item as a proportion of the combined pair, set, collection or system.

### **What happens if we decide to repair your contents**

We will repair the damaged item to the condition it was when new. If the item we are repairing is part of a pair, set, collection or system, we will only cover the part of the pair, set, collection or system that was damaged.

### **What happens if we decide to replace your contents**

We will replace the item with the nearest equivalent new item. However, we will:

- only replace wall, floor and ceiling coverings, including carpets, internal blinds and curtains, in the room, hall or passage where the loss or damage occurred
- not pay to re-carpet adjoining rooms, or your entire rental property.

Any salvage becomes our property.

### **What happens if we decide to pay you the cost to repair or replace your contents**

We will pay you the fair and reasonable costs to repair or replace your contents, after deducting any:

- excess
- unpaid premium
- input tax credit you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 if you had paid to repair or replace your contents.

We will only pay the cost of replacing an item that is part of a pair, set, collection or system, even though the pair, set, collection or system to which it belongs is less valuable because it is incomplete.

Any salvage becomes our property.

### **You must pay any excesses that apply**

If you make a claim, you will need to pay any excesses that apply. Please refer to your current Schedule to find out the excess that may apply.

If you are claiming for any loss or damage that occurs as a result of:

- a deliberate or intentional act, or vandalism or a malicious act by a tenant or their visitors, you will need to pay an additional excess of \$250
- an earthquake or tsunami, you will need to pay an additional excess of \$250. The loss or damage must occur within 72 hours of the earthquake or tsunami occurring.

We will tell you if you need to pay any excess to us or to the supplier. If we choose to pay you, we may deduct the amount of excess from the amount we settle your claim for.

You will need to only pay one excess for one event, even though you may have a claim under more than one section of this Policy.

### **What happens if you are entitled to use bond money**

We will reduce the amount we will pay for loss or damage to your contents by any bond money that you are entitled to use to pay for or reduce the cost of any loss or damage.

### **How we settle a loss of rent claim**

#### **What happens if we decide to pay your loss of rent claim**

We will pay you loss of rent equal to the weekly amount as stated on your rental agreement or periodic tenancy agreement for up to 12 months. The most we will pay is \$52,000.

#### **What happens if we decide to pay your death of a sole tenant claim**

We will pay you up to two weeks rent. The most we will pay is \$2,000.

### **You must pay any excesses that apply**

You will need to only pay one excess for one event, even though you may have a claim under more than one section of this Policy.

### **How we settle a rent default claim**

#### **What happens if we decide to pay your rent default claim**

We will pay you the rent default up to \$5,000. We will calculate the rent default based on the:

- weekly amount your rental property is leased for under your rental agreement or periodic tenancy agreement
- number of weeks in rent default.

### **You must pay any excesses that apply**

If you make a claim, you will need to pay any excess that applies to your building or contents. The amount of your excess is shown on your Schedule.

Your excess will be increased by \$250 for any claim that arises from a tenant:

- leaving your buildings
- ceasing to pay rent
- being evicted from your buildings.

### **If you are entitled to use bond money**

We will pay you the cost of the rent default and any legal expenses. We will reduce this amount by the amount of any bond money remaining after deducting any allowable re-letting expenses and any other costs or expenses you are legally entitled to. However, if a tribunal orders the refund of the bond money to the tenant on the grounds of hardship, an excess equal to four weeks rent will apply to your claim.

## **How we settle a theft by a tenant claim**

### **What happens if we decide to pay your theft by a tenant claim**

Please refer to:

- 'How we settle a buildings claim' on page 35
- 'How we settle a contents claim' on page 37.

### **You must pay any excesses that apply**

If you make a claim, you will need to pay any excess that applies and is shown on your Schedule.

Your excess will be increased by \$250 for any claim arising from the theft of any part of your buildings or your contents by your tenant or their visitors.

When a claim is made for what we identify as one or more separate events, you will need to pay any excesses that apply for each separate event we have identified.

## Customer complaints

### How to resolve a complaint or dispute

#### Call us

If you have a complaint, the first thing you should do is speak to one direct's Insurance Centre on 1300 663 239, weekdays from 8am to 8pm AEST. If the Insurance Centre or claims officer are unable to resolve the matter for you, you can speak to a manager. If you are not satisfied with the decision, you can seek a review.

If your complaint relates specifically to a claim, you should speak with the claims officer managing your claim or call our 24 hours Claims Service on 1300 663 239.

#### Seek a review

If the matter is not resolved after speaking with a manager, your complaint will be referred to an internal dispute resolution team who will conduct a review of your dispute. We will advise you of the results of your review within 15 working days of your request. If you are still not satisfied with the decision, you can seek an external review.

#### Seek an external review

If you are dissatisfied with our decision or the way we handled your complaint, you can seek an external review of the decision. The dispute resolution area will provide you with information about the options available to you, such as referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service, which can be contacted at:

Address: GPO Box 3  
Melbourne Victoria 3001  
Phone: 1300 780 808  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

For further information about the complaint or dispute resolution procedures, please contact us on 1300 663 239, weekdays from 8am to 8pm AEST.

## Our commitment to you

### The General Insurance Code of Practice

We support the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers
- improve consumer confidence in the general insurance industry
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers
- commit insurers and the professionals they rely upon to higher standards of customer service.

You can get a copy of the Code from the Insurance Council of Australia website, [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)

### Cooling off period

There is a cooling off period which lets you cancel your Policy within 21 days after its commencement, with a full refund of your premium, provided no claims are made during this time.

### Privacy

#### ING

For a copy of ING's Privacy Policy, please refer to [www.ing.com.au](http://www.ing.com.au)

#### QBE

The Privacy Act 1988 contains National Privacy Principles which requires us to tell you to provide us with certain personal information. We are committed to safeguarding this information in accordance with the Privacy Act 1988. We need to collect, use and disclose your personal information in order to consider your application, to provide the cover you have chosen and to handle any claims. You can choose not to give us some or all of your personal information, but this may affect our ability to provide you with cover.

We, or our authorised agent(s), may disclose your personal information:

- to any person authorised by you
- to a mail house (for the purpose of printing and/or delivery of your mail or processing mail you have sent us)
- to an organisation who provides you with banking facilities (for the purpose of confirming the reasons for payment made by you to us)
- to an insurance agent who is arranging your insurance (for the purpose of confirming your personal and insurance details)

- to another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us)
- to another insurer (to assess insurance risks or to assist with an investigation) or re-insurer who may be located overseas (for the purpose of seeking recovery from them)
- to a records management company (for the purpose of recording or storing our records which may contain your personal information)
- to an external dispute resolution organisation (for the purpose of resolving a dispute between you and us or between ourselves and a third party)
- to a market research company (for the purposes of conducting marketing research on our behalf)
- to our related entities so that they can also offer you products and services.

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

- to a repairer or supplier (for the purpose of repairing or replacing your insured items)
- to an assessor or investigator (for the purpose of assessing your claim)
- to a lawyer or a recovery agent (for the purpose of defending an action by a third party against you or for recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim)
- to an insurance reference bureau (for the purpose of recording any claims you make on your Policy)
- to a witness to a claim (for the purpose of obtaining a witness statement)
- to another party in a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information may also be obtained about you from the above people or organisations. In addition we will:

- give you an opportunity to obtain access to your personal information and when necessary, correct any errors to this information. Generally we will do this without restriction or charge
- provide our dispute resolution procedures to you in respect of any complaint you may have regarding your personal information.

For further information about QBE's Privacy Policy or access to your personal information, please contact:

The Compliance Manager  
QBE Insurance (Australia) Limited  
Address: GPO Box 82  
Sydney NSW 2001  
Phone: 02 9375 4656  
Fax: 02 8275 9022  
Email: [compliance.manager@qbe.com](mailto:compliance.manager@qbe.com)

## Updating our PDS

We may update the information contained in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us. We will issue you with a new PDS or a Supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission which is materially adverse from the point of view of a reasonable person.

## Your responsibilities to us

### Your duty of disclosure

Before you enter into a contract of insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the insurer before you extend, vary or reinstate a contract of insurance. Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer
- that is of common knowledge
- that your insurer knows or, in the ordinary course of his/her business, ought to know
- as to which compliance with your duty is waived by the insurer.

### New business

#### What you must tell us

In addition to the duty set out above, you will be asked certain questions when applying for a Policy. When answering these questions, you must be honest and you have a duty under the law to tell us anything:

- known to you
- which a reasonable person in the circumstances would include in answer to any question.

We will use your answers to help us decide whether to insure you and anyone else under this Policy, and on what terms.

#### Who needs to tell us

It is important that you understand you are answering the questions in this way on behalf of yourself and anyone else that you want to be covered by the Policy.

#### If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never being in place.

#### Renewal, variation, reinstatement or extension

When your Policy is renewed, varied, reinstated or extended you must comply with the duty as set out above.

#### If you do not comply

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the Policy in respect of a claim, or we may cancel the Policy. If your non-disclosure is fraudulent, we also have the option of avoiding the contract from its beginning.

## Other conditions when you are insured with us

In addition to your duty of disclosure, there are other conditions that you must meet when you are insured with us. It is important to advise us of any changes in the details of the information you have given us, otherwise your insurance may be affected.

You must advise us if:

- any changes have been made to:
  - the address or location where your buildings or contents are insured
  - the occupancy of your property or the people who are insured under this Policy
  - your buildings such as additions or renovations
  - the use of your buildings
  - the sums insured of your contents
- any people who are insured under the Policy have:
  - been convicted or been found guilty of any criminal offence
  - made a claim that is false under this Policy or another insurance Policy
- there are any changes in circumstances during the period of insurance.

If you tell us about any of these things, we may charge an additional premium, change the cover of your Policy, or cancel your Policy as allowed by law.

In addition, you must also:

- be honest in any statement you make in connection with your Policy
- pay your premium, including paying instalments regularly and on time
- take reasonable precautions to avoid a claim being made
- obey all laws and make sure anyone acting on your behalf obeys all laws
- comply with the conditions of this Policy
- not make a fraudulent claim under this Policy or any other Policy.

## Conditions you must comply with when making a claim

Where allowed by law, we have a right to recover from any person, the amount of any monies payable to you under the Policy and we have sole discretion in the way we handle these matters. We will only pay a claim where you have complied with the following conditions:

- you have to be honest and you must give us any information or assistance we require to investigate and process your claim including allowing us access to your property to inspect it where necessary
- you must not admit liability or responsibility for a claim
- you must take reasonable precautions to prevent and mitigate any further loss, damage or liability arising
- you must contact the Police immediately if your buildings or contents suffer loss or damage as a result of theft or burglary, or attempted theft or burglary, vandalism, or a malicious act
- unless you are preventing further damage, keep all damaged buildings or contents so we can inspect them if required and do not repair or replace any damaged buildings or contents without our consent.

## Sanctions

You agree we may delay, block or refuse to process any transaction without incurring any liability if we suspect that:

- the transaction may breach any law in Australia or any other country
- the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of unlawful conduct.

## Glossary

Words with a special meaning:

**Allowable re-letting expenses:** Re-letting expenses as specified in the current Rental Agreement for your property.

**Action by the sea:** Includes rises in the level of the sea, sea waves, high or king tides or any other movement of the sea other than tsunamis.

**Bond money:** Money paid by the tenant and held as security against damage to the property, outstanding rent or other costs. Your Policy operates on the basis that your tenant has paid bond money that equals at least four weeks' rent.

**Buildings:** Buildings that you own or are legally responsible for as defined under 'What buildings we protect' on page 3.

**Contents:** Contents that you own or are legally responsible for as defined 'What contents we protect and how much will be paid' on page 16.

**Deliberate or intentional act:** A conscious or reckless act done without the owner's permission.

**Endorsement Schedule:** A document that includes any information from the existing Schedule that has not changed or varied, and confirms any alteration to the coverage, terms and conditions of your Policy and any changes to the premium.

**Event/Incident:** A single occurrence or a series of occurrences, including an accident or series of accidents, arising out of one event.

**Excess:** The amount you pay when you make a claim on your Policy. The amount and type of excess that may apply to your Policy is shown on your current Schedule and in this PDS. The amount of your excess will be increased if you make a claim for:

- an earthquake or tsunami
- vandalism or a malicious act
- a deliberate or intentional act
- rent default
- theft by a tenant.

Your excess and any additional excesses will apply for what we identify as each separate identifiable event.

**Fixtures and fittings:** Any household items or household equipment that are permanently attached to your buildings.

**Flood:** The covering of normally dry land by water escaping, overflowing or released from the normal confines of any naturally occurring, manufactured or modified inland watercourse including rivers, creeks, channels, canals, lakes, lagoons, ponds, dams, reservoirs, wetlands or marshes.

**Period of insurance:** The length of time between the start date and end date of your Policy, as listed on your current Schedule.

**Periodic Tenancy Agreement:** Applies when a tenant continues to occupy the rental property, after a fixed-term Rental Agreement has expired, and the Rental Agreement does not provide for its continuation, and either a:

- notice to leave
- notice of intention to leave or
- abandonment termination notice

has not been given by the tenant to you, or your agent, or by you, or your agent to the tenant. The tenant is then treated as being under a Periodic Tenancy Agreement on the same terms which applied immediately before the Rental Agreement ended. This does not include any term about the Agreement's term.

**Pet:** A domestic animal.

**Policy:** The contract between you and us which provides you with insurance cover in exchange for a premium. Your Policy is made up of two documents:

- this Product Disclosure Statement and Policy (PDS) and any Supplementary PDS
- your current Schedule.

**Premium:** The total amount you pay for your insurance that includes applicable government taxes, such as GST, and any duties or charges payable by you. It is shown on your current Schedule. You can pay your premium annually in one lump sum or by instalments.

**Rent:** The amount of money paid, or payable, by the tenant to rent your rental property.

**Rent default:** When a tenant fails to pay the agreed rent and is in breach of a rental agreement or periodic tenancy agreement.

**Rental agreement:** The agreement between you or your rental property agent and the tenant. This agreement must be in writing and state:

- the term of the rental period
- the amount of rent payable to you
- the amount of the bond money that the tenant is required to pay.

**Rental property:** Where your buildings or contents are located. This includes any land or other area that touches your rental property and for which any statutory authority has made you responsible, but it does not include the nature strip outside your rental property. Your rental property is located at the situation shown on your current Schedule.

**Schedule:** Your current Schedule is a document outlining the details of your insurance cover. Your Schedule may be called a Policy, Renewal or Endorsement Schedule.

**Special conditions:** Exclusions, restrictions or extensions to cover that are imposed on specific matters or people.

**Sporting equipment:** Equipment designed to be used in a leisure activity that involves some element of physical activity or competition, excluding pedal cycles.

**Sum insured:** The replacement value at today's prices for your buildings or contents. This will be listed on your Schedule. For buildings and contents this will be the value nominated by you and agreed to by us.

**Supplementary Product Disclosure Statement (Supplementary PDS):** A separate document that updates, corrects or adds to the information contained in this PDS.

**Tenant:** The person(s) named in the rental agreement or periodic tenancy agreement, including that person's partner, children, pets, and any other person(s) permanently living at your rental property. Any person(s) including that person's partner, children, pets and any other person(s) living at your rental property under a rental arrangement that is not a rental agreement or periodic tenancy agreement.

**Terrorism:** Any act of any person acting on their own or in connection with an organisation or foreign government, which can involve the use of or threat of force or violence, where the purpose, by its nature or context, is to put the public or section of the public in fear, to resist or influence a government or, to further an ideological, religious, ethnic or similar aim.

**Today's prices:** The price at the time of purchasing the Policy.

**Total loss:** When we decide that it is uneconomical to repair or rebuild your buildings or where your claim for contents reaches your sum insured.

**Us, we and our:** Refers to ING General Insurance Pty Limited (ABN 56 072 892 365, AFSL 288160) for 50% co-insurance share and QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545) for 50% co-insurance share.

**Vandalism or a malicious act:** A wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property.

**You and your:** The person or people named as the insured on your current Schedule. If more than one person is named as the insured, we will treat a statement, act, omission or claim by any one of these people as a statement, act, omission or claim by them all.



## **Distribution arrangement**

one direct is owned by Australia and New Zealand Banking Group Limited ABN 11 005 357 522 AFSL 234527 (ANZ).

one direct sources one direct landlord insurance from ING General Insurance Pty Limited ABN 56 072 892 365 AFSL 288160 (ING GI). ING GI is a wholly owned subsidiary of ING Australia Limited ABN 60 000 000 779 (INGA). INGA is 49% owned by ANZ and 51% by ING Group.

The issuers of this PDS and Policy are ING GI and QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

one direct receives a commission of up to 15% within 3 months from the issuers but is not acting as your agent.

one direct, ANZ, INGA and their related companies, including ING Bank (Australia) Limited ABN 24 000 893 292 other than ING GI, do not accept any liability in respect of this insurance and do not guarantee the payment of any claim or benefit.

This information in this document is current as at the date of preparation. Information about one direct's products and services and any up-to-date information is available by calling 1800 286 533 or visiting [www.onedirect.com.au](http://www.onedirect.com.au)



## **Customer Services**

### **Phone**

1300 663 239

### **Postal address**

Customer Service  
one direct  
GPO Box 4028  
Sydney NSW 2001

### **Website**

[www.onedirect.com.au](http://www.onedirect.com.au)

## **Co-insurers and Underwriters:**

ING General Insurance Pty Limited  
ABN 56 072 892 365  
AFSL 288160

347 Kent Street Sydney

QBE Insurance (Australia) Limited  
ABN 78 003 191 035  
AFSL 239545

82 Pitt Street Sydney

