



# LANDLORD INSURANCE

## PRODUCT DISCLOSURE STATEMENT **AND POLICY BOOKLET**

Issued by: **CGU** 

**Distributed by: Australian Military Bank** 

## **Contact details**

This booklet contains information You need to know about Your Policy. If You have any questions, or if there's anything We can help with, get in touch today.

**Enquiries** 

1300 943 690

**Claims** 



13 24 80

Web



https://www.australianmilitarybank.com.au

Preparation date: 24 February 2025 Version: CGUPLANPDS REV0 02/2025



## Thank you for choosing CGU

### **This Product Disclosure Statement (PDS)**

This Product Disclosure Statement (PDS) is issued by Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 under the CGU brand. The information in this PDS is current at the preparation date. From time to time, We may include more up-to-date information in the PDS that is not materially adverse without notifying You. You can get more up-to-date information by contacting Us. If You ask Us for any updates, We will give You a free copy. If We need to, We will issue a supplementary or replacement PDS.

This PDS has been designed to help You get the most out of Your Policy. When You take out an insurance policy with Us, the cover We agree to provide You is set out in Your current Certificate of Insurance and described in this PDS, as well as any supplementary PDS We may issue. Together they make up the terms and conditions of Your insurance contract with Us. Read them carefully and store them together in a safe place.

## **Landlord Insurance Calculator: Building**

You should make sure You insure Your Rental Property and Contents for their full replacement value. To help You estimate the full replacement value of Your Rental Property You can access the building calculator at https://www.cgu.com.au/calculators.

#### **About Our Partner**

Australian Military Bank Ltd (Australian Military Bank) ABN 48 087 649 741, AFSL 237 988 acts under its own AFSL and under an agreement with the issuer Insurance Australia Limited ABN 11 000 016 722, AFSL 227681, under the CGU brand in distributing Landlord Insurance. Any advice provided is general advice only and does not take into account your individual objectives, financial situation or needs ("your personal circumstances").

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## **Key benefits and features of Landlord Insurance**

This table compares the cover We provide under the type of insurance We offer. In this PDS We set out the full details about Your cover and any limits, exclusions and conditions that apply.

Cover	Building	Contents
Cover for loss or damage to Your Rental Property and Contents		
Accidental breakage of glass	<b>✓</b>	<b>✓</b>
Animal damage	<b>✓</b>	<b>✓</b>
Damage by occupant	<b>✓</b>	<b>✓</b>
Deliberate or intentional act	<b>✓</b>	<b>✓</b>
Earthquake	<b>✓</b>	<b>✓</b>
Electrical motor burnout	<b>✓</b>	<b>✓</b>
Escape of water or liquid	<b>✓</b>	<b>✓</b>
Explosion	<b>✓</b>	<b>✓</b>
Fire	<b>✓</b>	<b>✓</b>
Flood or Rainwater Run-off	<b>✓</b>	<b>✓</b>
Impact	<b>✓</b>	<b>✓</b>
Lightning	<b>✓</b>	<b>✓</b>
Riot or civil commotion	<b>✓</b>	<b>✓</b>
Storm	<b>✓</b>	<b>✓</b>
Storm Surge or tsunami	<b>✓</b>	<b>✓</b>
Theft by Tenant	<b>✓</b>	<b>✓</b>
Theft or attempted theft	<b>✓</b>	<b>✓</b>
Cover for liability	<b>✓</b>	<b>✓</b>
Additional benefits		
Abandoned possessions	<b>✓</b>	<b>✓</b>
Contents in the open air	×	<b>✓</b>
Landlord furniture and furnishings – non-Strata scheme	<b>✓</b>	×
Landlord fixtures – Strata scheme	×	<b>✓</b>
Landscaping	<b>✓</b>	×
Locating the cause of damage	<b>✓</b>	×
Loss of rent	<b>✓</b>	<b>✓</b>
Meeting building regulations	<b>✓</b>	×
Mortgage discharge costs	<b>✓</b>	×
Professional and rebuilding fees	<b>✓</b>	×
Removal of debris	<b>✓</b>	<b>✓</b>
Replacement of keys and locks	<b>✓</b>	×
Storage costs	×	<b>✓</b>
Optional benefits		
Rent default	Optional	Optional
Safety net	Optional	×



### Your contract

Your Policy is a contract between You and Us and is made up of:

- Your Certificate of Insurance;
- this Product Disclosure Statement and Policy Booklet (PDS); and
- any applicable supplementary PDS.

#### More than one insured

If there is more than one insured, anything that any insured says, does or omits applies to all of the insureds. Each insured can act on behalf of all the insureds as their agent.

#### **Certificate of Insurance**

Your Certificate of Insurance shows the type of Your insurance and any options You have added under Your Policy. It also shows the Period of Insurance Your Policy covers – We only cover You for Incidents that happen during that time.

## **Receiving Your Policy documents**

You may choose to receive Your Policy documents:

- electronically that is, by email; or
- · by post.

If We send Your Policy documents to You by email, We will send them to the person and email address You have nominated for receiving Policy documents. Any Policy documents We send to this email address will be considered to have been received by You 24 hours from when We send them.

If We send Your Policy documents to You by post, We will send them to the person and mailing address You have nominated for receiving Policy documents.

You are responsible for making sure the person and email or mailing address We have for Your Policy documents is up to date. So, You need to tell Us if this email or mailing address changes – see 'Changes to Your Policy' in this section.

## Limits, exclusions and conditions

Limits, exclusions and conditions apply to the cover You have chosen:

- throughout this PDS, We set out any specific limits, exclusions and conditions with the cover they apply to;
- We set out the general exclusions that apply to all covers and benefits under Your Policy in the 'General exclusions' section; and
- We set out Your responsibilities when You are insured with Us in the 'Your responsibilities' section.

## Exclusion periods, special conditions and embargoes

We do not cover You for loss or damage to Your Rental Property or Contents that occurs within:

- 3 days (72 hours) of the commencement time of the Policy caused by bushfire, grassfire, storm (including cyclone), rainwater run-off or storm surge; or
- 14 days (336 hours) of the commencement time of the Policy caused by Flood,

#### unless:

- You took out this Policy immediately after another insurance policy covering the same Rental Property and/or Contents ended without a break in cover; or
- You had entered into a contract of sale to purchase (or contract to lease) Your Rental Property and took out this Policy for Your Rental Property and/or Contents prior to taking possession of Your Rental Property.

We may also apply special conditions to Your Policy that may exclude, restrict or extend cover for a person or a particular matter at the time You purchase the Policy. For example, We may not cover You for some Incidents like a bushfire, Storm or Flood if they cause loss or damage during a specific period which is also known as an embargo period. These special conditions may change the above conditions. In addition, We may apply special conditions during Your Policy that limit Your ability to make changes to coverage, Sums Insured and Your Policy terms.

Your Certificate of Insurance shows any special conditions including any embargo periods that apply to Your Policy.

## **Sum Insured**

Your Certificate of Insurance shows the amount of insurance You have under Your Policy as Your:

- 'Building' Sum Insured this is the amount Your Rental Property is insured for; and/or
- 'Contents' Sum Insured this is the amount Your Contents are insured for.



You should make sure You insure Your Rental Property and Contents for their full replacement value. To help You estimate the full replacement value of Your Rental Property You can access the building calculator as set out on Page 2 under 'Landlord Insurance Calculator: Building'.

Each year Your Policy renews, We will automatically review and may change Your 'Building' Sum Insured and 'Contents' Sum Insured to account for inflationary trends.

In Your offer of renewal, We will show You the Sums Insured that will apply during the next Period of Insurance.

## **Your Premium**

In return for paying Your Premium, We provide the cover You have chosen. You may also be eligible for certain discounts.



For information about how We work out Your Premium or discounts You may be entitled to, see Our Landlord Insurance Premium, Excess & Discounts Guide. To get a free copy of Our Landlord Insurance Premium, Excess & Discounts Guide refer to Page 1 'Contact details'.

### **Paying Your Premium**

You must pay Your Premium on time. You can pay Your Premium:

- · annually in one lump sum; or
- in instalments by direct debit from an account or credit card You nominate (if We offer this option to You).

Your Certificate of Insurance shows the amount You need to pay and the due date for Your annual Premium or each instalment.

### What happens if You don't pay on time

When You take out insurance, You need to pay Your annual Premium or any instalments by the due date specified on Your Certificate of Insurance.

An instalment is unpaid if it can't be deducted from Your nominated account or credit card.

If Your Premium is overdue We will send You a notice outlining the overdue amount and when it needs to be paid.

If Your Premium remains unpaid after the time period specified in the notice We send, We will:

- cancel Your Policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.

If You pay by instalments, We will send You a second notice either before cancellation informing you of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If You need to make a claim when Your Policy is overdue, and before Your Policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the claim settlement process.

## **Excess(es)**

An Excess is Your contribution towards the cost of a claim. The amount and types of Excess that applies to Your Policy will be shown on the Certificate of Insurance. Please see 'Excess' in the 'Claims' section for information on the type of Excess that may apply to Your claim and when You may not be required to pay an Excess.



For more information about the Excesses that may apply to Your Policy, see Our Landlord Insurance Premium, Excess & Discounts Guide. To get a free copy of Our Landlord Insurance Premium, Excess & Discounts Guide refer to Page 1 'Contact details'.

## **Cooling-off rights**

You can tell Us to cancel Your Policy within 21 days from:

- the date We issue Your Policy for example, if You call Us on 3 May to set up a new Policy from 10 May, then Your 21 day cooling-off period starts from 3 May as that's when We issued Your Policy; and
- the start date of the Period of Insurance that applies when You renew Your Policy.

If You tell Us to cancel Your Policy within those times, We'll refund the Premium You paid Us in full. However, We will only do that if You haven't made a claim on Your Policy. You can also cancel Your Policy as set out in 'Cancellation' in this section.

## **Changes to Your Policy**

You may want to make a change to Your Policy (for example, adding optional benefits to increase Your cover). To make a change to Your Policy please contact Us.

If We agree to make the change, We will:

- tell You if any additional Premium applies to the change and require You to pay this amount in order to make the change under Your Policy; or
- refund any amount We owe You due to the change; and
- issue You with a Certificate of Insurance.

If You change Your contact details (for example, the mailing or email address You have nominated to receive Policy documents) You must tell Us as soon as reasonably possible. If You don't, We will consider that You received Your Policy documents (that We sent to Your old address) even though You didn't. We will continue to send Your Policy documents to the mailing or email address You have nominated until You tell Us to update Your contact details.

## **Cancellation**

In addition to Your 'Cooling-off rights', You may cancel Your Policy at any time (for example, if You no longer want Your Policy).

There may be circumstances where We need to cancel Your Policy. We will only do this if the law allows it.

If Your Policy is cancelled:

- We will refund a portion of Your Premium after We deduct an amount that covers the period that You have been insured for; or
- and You pay Your Premium by instalments, We will deduct
  any unpaid instalments that are due. You authorise Us to
  deduct any unpaid instalments by direct debit from the
  account or credit card You previously nominated for instalment
  deductions. As We are only allowed to deduct the agreed
  amount You previously authorised, We may need to collect
  the total amount You owe Us over a few instalments.

## Renewal

At least 14 days prior to expiry of Your Policy We will give You notice in writing of the date and time of expiry and advise You if We are prepared to renew Your Policy. If We offer to renew Your Policy We will send You an updated Certificate of Insurance and quote a premium based on the information in Your current Policy. You should review any offer of renewal to ensure the insurance cover is still appropriate for You.

If You paid Your last Premium:

 as an annual Premium by direct debit, We will deduct the renewal Premium from the account or credit card You previously nominated; or  by instalments, We will continue to deduct payments from the account or credit card You previously nominated for instalment deductions, and Your Policy will automatically renew if We offer You a renewal. If You do not want Us to continue to deduct these payments and automatically renew Your Policy, please contact Us prior to expiry of Your Policy.

If You paid Your last Premium as an annual Premium without a direct debit arrangement, We must receive Your payment of the renewal Premium by the due date otherwise Your Policy will not renew.

## Assigning rights and appointing a representative

### **Assigning Your rights**

You must not assign any benefits, rights or obligations under Your Policy unless You get Our written consent first.

### **Appointing someone to represent You**

If You want to appoint someone to represent You, then You need to tell Us and We need to agree that We will deal with them on Your behalf. We will not unreasonably withhold Our consent. For example, You may ask someone to manage Your Policy or a claim. We may have a concern with a party that You may want to appoint if they present a conflict of interest, for example, someone who supplies goods or services for Your claim. We will not pay any costs charged by anyone You appoint to represent You.

## **References to legislation**

If We refer to any legislation, Act or regulation in this Policy, this includes any amendment, replacement, re-enactment, successor, equivalent or similar legislation, Act or regulation.

## Your responsibilities

When You take out a Policy with Us or make a claim, You have certain responsibilities that are set out in this section. These responsibilities also apply to any person that is covered by Your Policy. If You don't meet Your responsibilities, We may refuse to pay Your claim or reduce what We pay for Your claim. We may also decide to cancel Your Policy. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy.

We understand that in some circumstances You may not be able to meet Your responsibilities for reasons that are beyond Your control. For example, if You are seriously injured and You cannot provide Us with information to help Us process Your claim. You may also experience personal circumstances which could impact a claim under this Policy. For example, mental health conditions, or the conduct of others such as acts of violence or intimidation. If this happens, You or any other insured should speak to Us about Your situation so We can consider how best We can help.

You must tell Us if:

- Your Rental Property will be unoccupied for a continuous period of 60 days or more during the Period of Insurance;
- there is any change to:
  - the address or Site where Your Rental Property or Contents are insured;
  - Your Rental Property due to renovations, extensions or demolition;
  - the people insured under this Policy; or
  - the Sums Insured of Your Buildings or Contents;

- there is any change to the use of Your Rental Property including but not limited to if Your Rental Property is:
  - used solely for short-term rentals where the rental periods are less than 90 days;
  - a boarding house or hostel;
  - a hotel or motel;
  - a commercial building;
  - a show or display home;
  - a commercial farm building; or
  - under construction; or
- any people who are insured under the Policy have:
  - been convicted of any fraud offence; or
  - made a claim that is untrue under this Policy or another insurance policy.

If You tell Us about any of these things, We may charge an additional Premium, change the cover of Your Policy, impose special conditions or cancel Your Policy to reflect the change in risk and terms upon which We have issued Your Policy. If You do not wish to accept Our terms, You can cancel Your Policy.

You must also:

- be truthful and frank in any statement You make in connection with Your Policy;
- not behave in a way that is improper, hostile, threatening, abusive or dangerous;
- pay Your Premium, including paying instalments, by the due date;
- take reasonable precautions to avoid a claim being made;
- do everything reasonable to prevent further loss or damage to any property if an Incident happens;
- take reasonable steps to ensure You or anyone acting on Your behalf obeys all relevant laws;
- not make a fraudulent claim under this Policy or any other insurance policy; and
- follow the conditions of this Policy.

There are also things You must and must not do if You make a claim under this Policy. These are set out in the 'Claims' section. If You breach any of the terms of this Policy We may refuse or reduce a claim, cancel Your Policy or do both.

The course of action We take when You breach of any the terms will be considered in each circumstance based on what impact or effect Your breach caused or contributed to the claim or Our decision to issue Your Policy.

## **How CGU protects your privacy**

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at cgu.com.au/privacy. Alternatively, contact us at privacy@cgu.com.au or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

## What to do if You have a complaint and other important information

We will always do Our best to provide You the highest level of service but if You are not happy or have a complaint or dispute, here is what You can do.

If You experience a problem or are not satisfied with Our products, Our services or a decision We have made, let Us know so We can help.

Call Us on 1300 943 690 or go to Our website for more information: cgu.com.au

We will try to resolve complaints at first contact or shortly thereafter. If We are not able to resolve Your complaint when You contact Us or You would prefer not to contact the people who provided Your initial service, Our Customer Relations team can assist:



## **Free call:** 1800 045 517



#### Email:

customer.relations@iag.com.au

Customer Relations will contact You if they require additional information or have reached a decision. Customer Relations will advise You of the progress of Your complaint and the timeframe for a decision in relation to Your complaint.

We expect Our procedures will deal fairly and promptly with Your complaint. If You are unhappy with the decision made by Customer Relations You may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist You:



## Free call: 1800 931 678



#### Email:

info@afca.org.au



#### Mail:

Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001



#### Visit:

www.afca.org.au

Further information about Our complaint and dispute resolution process is available by contacting Us.

## The General Insurance Code of Practice (Code)

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and You:
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- 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.

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code or Code Governance Committee.

## **Financial Claims Scheme**

You may be entitled to payment under the financial claims scheme in the event that We become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from **www.fcs.gov.au**.

### Extra Help

We understand that there are circumstances in which You may need additional or alternative support or assistance. The General Insurance Code of Practice provides some examples and includes your physical or mental health, family or financial situation, cultural background or disability. If You are comfortable, please call and tell Us about Your situation and We will work with You to arrange support. Further information about the support We provide, including Our Family and Domestic Violence policy, can be found on Our website: cgu.com.au.

## **Governing law, currency and GST**

### **Governing law**

This contract is governed by the law of the Australian State or Territory where the property insured under this Policy is located.

#### Currency

All dollar values described in Your Policy are a reference to the lawful currency of Australia.

#### **GST**

All dollar values described in Your Policy include GST, unless We say they don't. If You are a business registered or required to be registered for GST purposes, then You must tell Us:

- Your Australian Business Number (ABN); and
- the percentage of any input tax credit You have claimed or are entitled to claim on the Premium.

# 2 DEFINITIONS

The following words have the following special meaning in this Policy when the words are capitalised. A reference to the singular includes the plural and vice versa, unless the context otherwise requires.

**Accident** or **Accidental** means a sudden, unexpected and unintended event which was not intended or expected.

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:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- 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.

#### Actions of the Sea means:

- sea waves; and
- normal movement or changes in the sea levels (including high tides and king tides),

unless caused by Storm Surge.

Actions of the Sea does not include Storm Surge.

**Building** means any domestic building used primarily for residential use by Your Tenant that has walls and a roof and can be locked up and:

- includes:
  - home improvements and fixtures that are permanently built in or fixed to the buildings;
  - domestic outbuildings;
  - fixed coverings to walls, floors and ceilings but not fixed carpets, curtains or internal blinds;
  - infrastructure for services for which You are responsible including infrastructure for waste water and storm water and the supply of electricity, gas, water, internet and telephone;
  - in built swimming pools and spas;
  - driveways that provide access to the domestic buildings but not gravel driveways;
  - paths, walkways and paved areas provided they are of permanent construction, for example fixed pavers, tiles or concrete;
  - retaining walls;
  - boat jetties or pontoons that You are legally responsible for; and
  - fences or gates.
- for 'Contents' insurance, if Your Rental Property is a flat
  or unit, Your Building also includes any lockable storage
  compartment in another section of the building or complex
  that Your flat or unit is part of, that You or Your Tenant has
  exclusive use of.

Building does not include:

- any Contents;
- plants, shrubs, trees or grass except as specifically covered under the 'Landscaping' additional benefit;
- any home improvements, structures or fixtures installed by, or at the instruction of, a tenant;
- lawns, artificial lawns or artificial grass (except tennis courts);
- loose or compacted soil, gravel, pebbles, rocks or sand;
- dams unless they are constructed of permanent and man-made materials;
- any property used solely for short-term rentals where the rental periods are less than 90 days;
- boarding houses, hostels or student accommodation;
- hotels or motels;
- commercial buildings;
- show or display homes;
- commercial farm buildings;
- new buildings being constructed;
- buildings that are to be demolished;
- Common Property (except for 'Contents' insurance, if Your Rental Property is a flat or unit, Your Building also includes any lockable storage compartment reserved for You in another section of the building or complex that Your flat or unit is part of, that You or Your Tenant has exclusive use of); or
- items that are covered by an insurance policy taken out by an owners corporation or similar body;
- any houseboat or water vessel; or
- any caravan or mobile home.

**Certificate of Insurance** means the document outlining the details of Your insurance cover.

**Common Property** means property owned by the owners corporation or similar body.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**Contents** means those items that You leave at Your Rental Property for use by Your Tenant, that You own or are legally responsible for and includes:

- furniture and furnishings;
- fixtures or fittings, including drapes, curtains, internal blinds and light fittings;
- loose floor coverings, including mats, rugs or runners;
- carpets;
- electrical items that are not permanently attached to Your Rental Property; and
- gardening equipment for residential use, including their parts and accessories.

Contents also includes building materials at the Site that You own or are legally responsible for and which are due to be fitted to Your Rental Property but only up to the value of \$1,000.

Contents does not include:

- any Building;
- loose or unset precious or semi-precious stones;
- gold or silver items;
- jewellery or watches;
- · clothes and personal effects;
- money including cash, cheques, money orders, gift certificates and negotiable instruments;
- Cryptocurrency or non-fungible tokens (NFTs) and/or any devices or programs involved in the storage or transfer of Cryptocurrency or NFTs;
- collections of any kind, including without limitation any collection of cards, stamps, uncirculated mint issue or proof coins or notes, ancient or rare coins or notes, sovereigns and bullion;
- works of art, including without limitation paintings, sculptures, photographic prints and figurines;
- desktop or laptop computers and their equipment;
- cameras or photographic equipment;
- mobile devices, smart watches, fitness bands and portable handheld electronic devices, including mobile telephones, tablets and personal digital assistants;
- plants and trees growing outdoors except those growing in pots or tubs;
- · lawns, artificial lawns or artificial grass;
- grass, soil, gravel, rocks, or sand;
- building materials or items at the Site that are due to be fitted to Your Rental Property except to the extent specifically included in the definition of Contents above;
- items that are covered by an insurance policy taken out by an owners corporation or similar body;
- any Common Property;
- Tools of Trade;
- any animals;
- illegal items including but not limited to illegally downloaded digital media;
- goods kept for sale, distribution, display or exhibition or goods on consignment;
- any belongings owned by:
  - Your Tenant;
  - Your Tenant's visitors: or
  - anyone other than You;
- stock used in any business, trade or profession;
- drones while in use or away from the Rental Property;
- any sporting equipment;
- vehicles, including:
  - motor vehicles, caravans, trailers, or any parts or accessories that are in or attached to a motor vehicle, caravan or trailer;
  - aircraft or other aerial device, or any parts or accessories that are in or attached to an aircraft or aerial device;
  - motorcycles or mini-bikes; or
  - ride-on vehicles;
- watercraft; or
- sailboards and non-motorised surf skis, including paddle boards.

**Cryptocurrency** means any form of currency that only exists in digital form.

**Excess** means the amount(s) You must contribute to the cost of a claim. The amount and types of Excess that apply to Your Policy will be shown on Your Certificate of Insurance.

**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 lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal: or
- a dam.

**Incident** means a single occurrence or a series of occurrences arising out of one event.

**Liability Limit** means the maximum amount of \$20,000,000 (inclusive of GST and all legal costs) We will pay for any one Incident under the 'Cover for liability' section.

**Period of Insurance** means the period that is covered by Your Policy that is shown on the Certificate of Insurance.

**Pet** means a domestic animal (for example a dog, cat or horse) that is kept by Your Tenant at Your Rental Property and is not used for racing, commercial breeding or other commercial purposes.

**Policy** means the contract between You and Us and includes this document, any applicable supplementary PDS(s) and the Certificate of Insurance.

**Premium** means the total amount You pay for this Policy that is shown on the Certificate of Insurance. It includes government taxes such as GST and any other duties or charges that apply. If You pay Your Premium by instalments, Your Premium is the total of the instalments You need to pay over the Period of Insurance.

**Rainwater Run-off** means water that flows over the ground, or backs-up, as a result of a Storm.

Rainwater Run-off does not include Flood.

Rental Agreement means a current valid written agreement between You and a tenant that details the terms and conditions of the tenancy including the rental period, the amount of rent payable to You and the amount of bond that a tenant is required to pay. Once the fixed term period of the tenancy ends, the Rental Agreement becomes a continuing agreement with the same terms and conditions.

Rental Property means Buildings You own at the Site.

**Site** is the land where Your Rental Property is located and the yard or garden surrounding it that You own and that is used primarily for domestic residential purposes by Your Tenant at the address shown on Your Certificate of Insurance. The Site includes any land or other area that touches the Site and for which any statutory authority has made You responsible, but it does not include the nature strip outside Your Rental Property.

#### Storm means:

- rain, thunderstorm, hail or snow; or
- violent wind, cyclone or tornado.

**Storm Surge** means an increase in sea level that occurs because of an intense Storm or cyclone.

**Strata** means any form of land title which allows for multiple titles to exist in or on a building or land where the Common Property is held under a single separate title.

**Sum Insured** means the amount shown on Your Certificate of Insurance that You have insured Your Rental Property and/or Contents and/or liability and/or additional benefits and/or optional benefits for under this Policy.

**Tenant** means any person(s) named in a Rental Agreement that have been granted the right to occupy Your Rental Property and any other person(s) who permanently reside at Your Rental Property.

**Tools of Trade** means the items, material or equipment used in, and that You need to perform, Your current business, trade or profession.

Tools of Trade does not include:

- home office equipment of a desk, chair, computer and electronic device and other items used for office work; or
- · stock used in any business, trade or profession.

#### Total Loss means when:

- We decide that it is uneconomical to repair Your Rental Property or Contents;
- We decide that Your Rental Property or Contents cannot be repaired; or
- insured property is stolen and not returned.

**We, Us** and **Our** means the product issuer Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 under the CGU brand.

**You** and **Your** means all the people named as the insured on the Certificate of Insurance.



The cover provided under this section depends on whether You have 'Building' insurance and/or 'Contents' insurance.

## What We cover and don't cover

We will cover:

- Your Rental Property if You have 'Building' insurance; and
- Your Contents while in Your Rental Property if You have 'Contents' insurance,

for loss or damage occurring during the Period of Insurance caused by any of the Listed Events as set out below.

You are only insured for Contents when they are inside Your Rental Property except as specifically provided for under any additional benefits that You are entitled to.

Any cover We provide is subject to the general exclusions set out in the 'General exclusions' section, as well as any specific limits, exclusions and conditions that are set out with the cover.

### **Listed Events**

## **Accidental breakage of glass**

We cover Accidental breakage with a fracture through its entire thickness of:

- glass panels in fixtures, cooktop and oven doors and vitreous china or acrylic or fibreglass fixed shower bases, baths, spa baths, sinks, toilets, bidets and sanitary fixtures in Your Rental Property if You have 'Building' insurance; and
- fixed glass in Your furniture including outdoor furniture, fixed glass in a light fitting, fixed glass in a mirror or picture and the frame of a broken mirror or picture at the Site if You have 'Contents' insurance.

We will also cover the reasonable costs to reconnect any electrical components to a damaged item We have agreed to cover.

We will not cover:

- an item that broke because heat was directly applied to it, except heat from sunlight;
- glass in a greenhouse or glasshouse;
- glass in televisions or in computer equipment;
- · water or sewerage pipes; or
- any loss or damage caused by the broken item.

## **Animal damage**

We cover loss or damage caused by animals not kept at the Site, but We will not cover loss or damage by any animal that You, Your Tenant or anyone else who lives at Your Rental Property or Site has permitted to be at the Site.

## Damage by occupant

We cover loss or damage caused by Your Tenant, anyone who enters Your Rental Property or the Site with Your Tenant's consent, or a Pet kept at the Site with Your approval, including loss or damage from:

- · vandalism or a malicious act;
- intentional and deliberate act;
- unauthorised alterations; or
- contamination caused by the manufacture, storage, or distribution of illegal drugs.

If loss or damage is, or is caused by or arises from, contamination caused by the manufacture, storage or distribution of illegal drugs, We will only pay:

- for the cleaning and/or replacement of items that are contaminated; and
- up to a maximum of \$30,000.

We will deduct four times the weekly rent amount shown in Your applicable Rental Agreement, in addition to the Standard Excess, from each claim under this section.

We will not cover:

- Your claim if You do not provide Us with the applicable Rental Agreement;
- loss or damage if We have paid a claim in relation to the same Tenant or Rental Agreement under the 'Damage by occupant' or 'Theft by Tenant' Listed Events or 'Rent default' optional benefit except in relation to the same Incident; or

- any loss or damage that is, or is caused by or arises from, contamination caused by the manufacture, storage or distribution of illegal drugs if You knew about the contamination, or potential contamination, when You purchased the Policy; or
- loss or damage caused by or arising from tenant neglect, carelessness, poor housekeeping, or unhygienic living habits.

## **Deliberate or intentional act**

We cover loss or damage by a deliberate or intentional act (including vandalism and a malicious act).

We will not cover any deliberate or intentional act by:

- You:
- Your Tenant (the 'Damage by occupant' Listed Event may apply – refer to that section);
- anyone else who normally lives in Your Rental Property;
- anyone who enters Your Rental Property or the Site with the consent of You, Your Tenant or anyone else who normally lives in Your Rental Property; or
- any person acting with Your express or implied consent.

You must report any deliberate or intentional act to the police and provide Us with the report number and details of when and where the report was made.

## **Earthquake**

We cover loss or damage caused by:

- · earthquake; and
- landslide or subsidence that happens within 72 hours of, and as a direct result of, an earthquake.

## **Electrical motor burnout**

We will cover burnout of an electric motor that is part of Your:

- Rental Property and costs for the service call, parts and labour charges if You have 'Building' insurance; and
- Contents and costs for the service call, parts and labour charges if You have 'Contents' insurance,

that occurs during the Period of Insurance.

We will only cover electric motors that are up to 15 years old.

We do not cover:

- any damage caused to an electric motor that is covered by a warranty;
- an electric motor that:
  - You use for a business, trade or profession; or
  - is not kept at Your Rental Property or Site; or
- any costs to remove or re-install submerged or underground motors.

## **Escape of water or liquid**

We cover loss or damage caused by:

- water or liquid leaking or escaping from gutters, drainpipes or pipes at the Site;
- water or liquid leaking or escaping from water mains, water supply pipes, baths, spa baths, sinks, toilets, bidets, sanitary fixtures, appliances, aquariums, water tanks or swimming pools;
- liquid leaking from a fixed heating system or sealed portable heater; and

 landslide or subsidence that happens within 72 hours of, and as a direct result of, liquid leaking as covered in this event.

We will not cover:

- the cost of repairing the item that caused the leak or escape or the item that the water or liquid leaked or escaped from;
- the cost of fixing or finding leaks that have not caused loss or damage to Your Rental Property or Contents;
- loss or damage caused by Flood, Rainwater Run-off, Storm, Storm Surge or tsunami;
- erosion, deterioration, collapse, shrinkage or any other earth movement; or
- loss or damage caused by water leaking or escaping from a shower recess or shower base.

## **Explosion**

We cover loss or damage caused by:

- explosion; and
- landslide or subsidence that happens within 72 hours of, and as a direct result of, an explosion,

provided there is physical evidence of the explosion.

### **Fire**

We cover loss or damage caused by fire or bushfire.

We will not cover:

- loss or damage caused by any fire that was started with the intention to cause damage by:
  - You:
  - Your Tenant (the 'Damage by occupant' Listed Event may apply – refer to that section);
  - anyone else who normally lives in Your Rental Property; or
  - anyone who enters Your Rental Property or the Site with the consent of You, Your Tenant or anyone else who normally lives in Your Rental Property; or
- loss or damage which results from scorching or melting where there is no flame.

## Flood or Rainwater Run-off

We cover loss or damage caused by:

- Flood or Rainwater Run-off; and
- landslide or subsidence that happens within 72 hours of, and as a direct result of, Flood or Rainwater Run-off.

We will not cover:

- loss or damage to:
  - retaining walls;
  - gates, fences or free-standing walls if the loss or damage was caused because they were not structurally sound or well-maintained:
  - pontoons, jetties or bridges;
  - gravel driveways;
  - swimming pool covers or spa covers that are more than
     years old; or
  - pool and spa solar covers or liners;
- erosion, deterioration, collapse, shrinkage or any other earth movement;
- Actions of the Sea; or
- loss or damage caused by escape of water or liquid, Storm, Storm Surge or tsunami.

## **Impact**

We cover loss or damage caused by the impact of:

- external aerials, masts, flagpoles and satellite dishes;
- · aircraft, vehicles and watercraft;
- · debris from space, aircraft, rockets and satellites; and
- trees and branches.

If You have 'Building' insurance and a tree at the Site causes loss or damage to Your Rental Property and a qualified expert agrees it needs to be removed, We will pay the costs to:

- cut down and remove the tree; and
- treat the stump so it doesn't grow.

We will not cover:

- loss or damage caused by tree cutting, lopping or felling at the Site unless the cutting, lopping or felling is performed by a professional;
- costs to remove the stump; or
- costs to cut down or remove a tree if it didn't cause any loss or damage to Your Rental Property or Contents.

## Lightning

We cover loss or damage caused by:

- lightning; and
- power surge only as a result of lightning.

## **Riot or civil commotion**

We cover loss or damage caused by a riot, civil commotion or industrial or political disturbance.

We will not cover loss or damage caused by:

- You;
- Your Tenant;
- anyone else who normally lives in Your Rental Property; or
- anyone who enters Your Rental Property or the Site with the consent of You, Your Tenant or anyone else who normally lives in Your Rental Property.

## **Storm**

We cover loss or damage caused by:

- Storm; and
- landslide or subsidence that happens within 72 hours of, and as a direct result of, Storm.

We do not cover:

- loss or damage caused by escape of water or liquid, Flood, Rainwater Run-off, Storm Surge or tsunami;
- erosion, deterioration, collapse, shrinkage or any other earth movement;
- Actions of the Sea; or
- loss or damage to:
  - retaining walls;
  - gates, fences or free-standing walls if the loss or damage was caused because they are not structurally sound or well-maintained;
  - pontoons, jetties or bridges;
  - gravel driveways;
  - swimming pool covers or spa covers that are more than
     years old; or
  - pool and spa solar covers or liners.

## **Storm Surge or tsunami**

We cover loss or damage caused by:

- Storm Surge or tsunami; and
- landslide or subsidence that happens within 72 hours of, and as a direct result of, Storm Surge or tsunami.

We do not cover:

- loss or damage caused by escape of water or liquid, Flood, Rainwater Run-off or Storm;
- erosion, deterioration, collapse, shrinkage or any other earth movement:
- · Actions of the Sea; or
- loss or damage to:
  - retaining walls;
  - gates, fences or free-standing walls if the loss or damage was caused because they are not structurally sound or well-maintained;
  - pontoons, jetties or bridges;
  - gravel driveways;
  - swimming pool covers or spa covers that are more than
     years old; or
  - pool or spa solar covers or liners.

## **Theft by Tenant**

We cover loss or damage caused by theft or attempted theft by:

- Your Tenant;
- anyone else who normally lives in Your Rental Property; or
- anyone who enters Your Rental Property or the Site with the consent of Your Tenant or anyone else who normally lives in Your Rental Property.

We will deduct four times the weekly rent amount shown in Your applicable Rental Agreement, in addition to the Standard Excess, from each claim under this section.

We will not cover any loss or damage if:

- You do not provide Us with the applicable Rental Agreement; or
- We have paid a claim in relation to the same Tenant or Rental Agreement under the 'Damage by occupant' or 'Theft by Tenant' Listed Events or 'Rent default' optional benefit except in relation to the same Incident.

You must report any theft or attempted theft to the police and provide Us with the report number and details of when and where the report was made.

## Theft or attempted theft

We cover loss or damage caused by theft or attempted theft.

We do not cover theft or attempted theft by:

- You;
- Your Tenant (the 'Theft by Tenant' Listed Event may apply refer to that section);
- anyone else who normally lives in Your Rental Property; or
- anyone who enters Your Rental Property or the Site with the consent of You, Your Tenant or anyone else who normally lives in Your Rental Property.

You must report any theft or attempted theft to the police and provide Us with the report number and details of when and where the report was made.

## Maximum amount We pay for Contents

We provide a certain level of cover for Your Contents if You have 'Contents' insurance.

What We pay for items and how We settle claims is set out in 'How We settle Your claim for loss or damage to Your Contents' in the 'Claims' section.



The cover provided under this section depends on whether You have 'Building' insurance and/or 'Contents' insurance.

Any cover We provide is subject to the general exclusions set out in the 'General exclusions' section, as well as any specific limits, exclusions and conditions that are set out with the cover.

## What We cover

If You have 'Building' or 'Contents' insurance, We will cover Your legal liability for:

- · death or bodily injury to someone else; and
- loss or damage to someone else's property,

for an Incident during the Period of Insurance at the Rental Property or the Site and for which You are responsible as the owner of the Rental Property or the Site.

We will also pay all legal costs and expenses incurred with Our prior written consent if We accept a claim under this 'Cover for liability'.

You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able to claim those costs back on Your Policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement.

If You have 'Building' insurance and We settle a claim You have made under 'Cover for loss or damage to Your Rental Property and Contents' as a Total Loss, You will continue to have cover under this 'Cover for liability' section until the earliest of:

- 12 months from the date We settle the Total Loss claim;
- the date You sell the Site;
- the date You commence any building work at the Site; or
- the date You obtain other insurance cover for the Site.

We will provide cover up to a maximum of \$20,000,000 (inclusive of GST and all legal costs) (the Liability Limit) for any one Incident.

Our obligations for a claim under this 'Cover for liability' will end at the earlier of:

- · when the Liability Limit is exhausted; or
- when We have settled the claim including payment of any legal costs and expenses.

## **Conditions of cover**

To be entitled to cover under this 'Cover for liability':

- someone must make a claim against You for an Incident that occurs during the Period of Insurance; and
- You must lodge a claim with Us for liability cover.

You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able to claim those costs back on Your Policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement.

## What We don't cover

We do not cover any:

- claims by:
  - You; or
  - any person who lives with You except when that person is a tenant or boarder living in Your Rental Property.
- loss or damage to any property owned or in the physical or legal control of:
  - You; or
  - any person who lives with You except when that person is a tenant or boarder living in Your Rental Property.
- · liability arising from using or owning any:
  - motor vehicle, motorcycle, mini-bike, caravan or trailer;
  - aircraft including any drone;
  - watercraft that is more than four metres long;
  - watercraft that is less than four metres long that is powered by a motor of more than 10hp; or
  - jet skis or personal watercraft,

other than a bicycle or pedal cycle (including an electric bicycle), mobility scooter used as a mobility aid, wheelchair, golf buggy or model or toy aircraft.

- liability in connection with any alteration, repair, renovation or addition to Your Rental Property which is in progress that costs \$75,000 or more.
- liability, cost or expense that arises or results from, or is in any way connected with, asbestos, whether directly or indirectly.
- liability of You in connection with any house, land or other property that You own or occupy or have owned or occupied in the past, other than Your Rental Property or the Site.
- liability in connection with any Common Property.
- exemplary or punitive damages, fines or penalties claimed, ordered or awarded against You.
- fines or court costs if You are charged or convicted under law.
- liability that arises or results from removing, containing, stopping or cleaning up pollution.
- · liability of You that arises or results from:
  - You agreeing to accept liability for an Incident or claim made against You without Our prior consent to the extent that You incur liability or costs that You would not have incurred had the agreement not been made;
  - death or bodily injury to any person employed by You under a contract of service;
  - any act or omission by You, or a person acting with Your consent, which shows a reckless disregard for the consequences of that act or omission;
  - a deliberate or unlawful act by You, or a person acting with Your consent;

- any business, trade or profession other than the renting of Your Rental Property for domestic use;
- any professional sporting activity;
- the transmission of a disease by You;
- landslide, subsidence or earth movement;
- Your Rental Property or the Site being used for farming;
- an Incident caused by an animal except:
  - if it is a Pet dog, cat or horse kept in Your Rental Property or at the Site; or
  - if it is a Pet horse kept off-site on an agistment; or
- an Incident caused by a dog if a relevant authority has declared it to be a dangerous dog.



The additional benefits provided under this section depend on whether You have 'Building' insurance and/or 'Contents' insurance.

You can make a claim for additional benefits when a Listed Event We cover occurs during the Period of Insurance and causes loss or damage to Your Rental Property and/or Contents and We agree to pay for that loss or damage.

The Excess applies to the additional benefits unless otherwise stated.

These additional benefits are included in the 'Building' Sum Insured and/or 'Contents' Sum Insured (as applicable) unless otherwise stated.

Any cover We provide is subject to the general exclusions set out in the 'General exclusions' section, as well as any specific limits, exclusions and conditions that are set out with the cover.

## **Abandoned possessions**

#### Available if You have:



'Building' insurance and/or



'Contents' insurance

If during the Period of Insurance Your Tenant abandons Your Rental Property and owes rent to You, We will pay Your costs of lawfully removing rubbish or Your Tenant's possessions from Your Rental Property and transporting them to a storage or disposal facility.

We will pay up to \$10,000 in total under this additional benefit.

This additional benefit is payable in addition to the 'Building' or 'Contents' Sums Insured (as applicable).

We will not cover the cost of storing rubbish or Your Tenant's possessions.

If You have 'Building' insurance and 'Contents' insurance, We will only pay this benefit once for each Incident.

## Contents in the open air

#### Available if You have:



#### 'Contents' insurance

We will cover Your Contents for loss or damage occurring during the Period of Insurance caused by an event that You are covered for under 'Cover for loss or damage to Your Rental Property and Contents' while the Contents are in the open air at Your Site.

We will pay up to 20% of the 'Contents' Sum Insured.

## Landlord furniture and furnishings – non-Strata scheme

#### Available if You have:



#### 'Building' insurance

If Your Rental Property is not under a Strata or similar scheme, We will cover Your Contents for loss or damage occurring during the Period of Insurance caused by an event that You are covered for under 'Cover for loss or damage to Your Rental Property and Contents' to the extent that those Contents are not already covered.

We will pay up to 10% of the 'Building' Sum Insured.

We will not cover any loss or damage:

- caused by You or anyone who enters Your Rental Property or the Site with Your consent, other than Your Tenant; or
- under this additional benefit if:
  - You have 'Contents' insurance; or
  - We settle a claim You have made under 'Cover for loss or damage to Your Rental Property and Contents' as a Total Loss.

## **Landlord fixtures – Strata scheme**

#### Available if You have:



#### 'Contents' insurance

If Your Rental Property is under a Strata or similar scheme, We will cover as Contents the following fixtures, to the extent that they are not already covered as Your Rental Property or Contents, for loss or damage occurring during the Period of Insurance as a result of a Listed Event under 'Cover for loss or damage to Your Rental Property and Contents':

- built-in furniture and cupboards;
- stoves;
- hot water services;
- shower screens;
- paint and wallpaper;
- built-in air-conditioner;
- fixed awnings;
- solar panels;
- carpets; and
- floating floorboards.

We will not cover:

- items that are covered by an insurance policy taken out by an owners corporation or similar body;
- any Common Property; or
- any loss or damage caused by You or anyone who enters Your Rental Property or the Site with Your consent, other than Your Tenant.

## Landscaping

#### Available if You have:



#### 'Building' insurance

If an Incident that You are covered for under 'Cover for loss or damage to Your Rental Property and Contents' causes loss or damage to Your plants, trees, shrubs or hedges at the Site during the Period of Insurance, We will pay the costs to replace the plants, trees, shrubs or hedges that were growing in the ground with seedlings of the same or similar species.

We will pay up to \$1,500.

This additional benefit is payable in addition to the 'Building' Sum Insured.

We will not cover:

- plants, trees, shrubs or hedges You are growing for commercial purposes;
- loss or damage to a lawn;
- pot plants or planters; or
- · soil washing away.

## Locating the cause of damage

#### Available if You have:



#### 'Building' insurance

If loss or damage to Your Rental Property occurs during the Period of Insurance caused by a Listed Event that You are covered for under 'Cover for loss or damage to Your Rental Property and Contents', We will cover the reasonable costs of locating the source of the loss or damage and the reasonable costs of loss or damage to Your Rental Property caused by the work to locate the source.

To be entitled to cover under this additional benefit, the costs must relate directly to the part of Your Rental Property that suffered loss or damage from the Listed Event.

You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able to claim those costs back on Your Policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement.

## Loss of rent

#### Available if You have:



'Building' insurance and/or



'Contents' insurance

If Your Rental Property suffers loss or damage as a result of an Incident We have agreed to cover under 'Cover for loss or damage to Your Rental Property and Contents' and Your Tenant cannot live in it while it is being repaired or rebuilt, We will cover the rent You lose up to the lesser of the:

- 'Weekly Rent' amount listed on Your Certificate of Insurance; or
- weekly rent amount shown in Your applicable Rental Agreement.

Cover under this benefit will end when Your Rental Property is habitable or 52 weeks after the Incident We have agreed to cover under 'Cover for loss or damage to Your Rental Property and Contents' took place, whichever is earlier.

This additional benefit is payable in addition to the 'Building' or 'Contents' Sums Insured (as applicable).

We will not cover Your loss of rent:

- if You do not provide Us with the applicable Rental Agreement;
- if We have paid a claim in relation to the same Tenant or Rental Agreement under 'Rent default'; or
- in relation to any period of time that You live in Your Rental Property.

If You have 'Building' insurance and 'Contents' insurance, We will only pay this benefit once for each Incident.

## **Meeting building regulations**

#### Available if You have:



#### 'Building' insurance

If Your Rental Property suffers loss or damage as a result of an Incident We have agreed to cover under 'Cover for loss or damage to Your Rental Property and Contents', We will pay the reasonable costs to meet the current building regulations.

You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able to claim those costs back on Your Policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement.

We will not cover the costs to meet building regulations:

- that were already in place when Your Rental Property was built, renovated or altered;
- for undamaged parts of Your Rental Property for example, installing insulation in ceilings that were not damaged;
- that You were ordered or required to comply with before the loss or damage occurred; or
- that You would have been required to meet whether or not the loss or damage had occurred.

## Mortgage discharge costs

#### Available if You have:



#### 'Building' insurance

If We accept a claim for loss or damage to Your Rental Property as a Total Loss and pay You the 'Building' Sum Insured, We will pay the administrative costs to discharge any mortgage over Your Rental Property.

This additional benefit is payable in addition to the 'Building' Sum Insured.

## Professional and rebuilding fees

#### Available if You have:



#### 'Building' insurance

If Your Rental Property suffers loss or damage as a result of an Incident We have agreed to cover under 'Cover for loss or damage to Your Rental Property and Contents' We will pay:

- the reasonable costs of employing an architect, engineer or surveyor;
- · the legal fees that arise from rebuilding; and
- any fees to meet the requirements of a statutory authority.

You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able to claim those costs back on Your Policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement.

#### We will not cover:

- fees for rebuilding any part of the Rental Property that was an illegal construction;
- any fees or costs that You were ordered or required to pay or comply with before the loss or damage occurred;
- any costs relating to undamaged parts of Your Rental Property; or
- any costs that You would have been required to meet if the loss or damage had not occurred.

## Removal of debris

#### Available if You have:



'Building' insurance and/or



#### 'Contents' insurance

If Your Rental Property or Contents suffer loss or damage as a result of an Incident We have agreed to cover under 'Cover for loss or damage to Your Rental Property and Contents', We will also cover the costs required as a result of the loss or damage to:

- demolish and remove debris and make the Site safe if You have 'Building' insurance; and
- remove Contents from the Site if You have 'Contents' insurance.

You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able to claim those costs back on Your Policy. If You do not obtain Our agreement first, We will only pay reasonable costs up to the amount We would have agreed to pay had You obtained Our prior agreement.

#### We will pay up to:

- 10% of the 'Building' Sum Insured to demolish and remove Building debris and make the Site safe if You have 'Building' insurance; and
- 10% of the 'Contents' Sum Insured to remove Contents from the Site if You have 'Contents' insurance.

This additional benefit is payable in addition to the 'Building' or 'Contents' Sums Insured (as applicable).

## Replacement of keys and locks

#### Available if You have:



#### 'Building' insurance

If the keys or access codes to an external door or window lock of Your Rental Property have been lost or stolen, or it is reasonable for You to believe that the keys or access codes of an external door or window lock of Your Rental Property have been lost or stolen, during the Period of Insurance, We will pay the reasonable costs to repair, replace and recode the keys, locks, barrels, fobs or keypads.

We will pay up to \$1,000.

No Excess is payable for a claim made only under this additional benefit

We will not cover any claim relating to lost or stolen keys under this additional benefit unless You can provide Us with a copy of the Rental Agreement with Your Tenant and the Rental Agreement requires Your Tenant to return the keys to You when the Rental Agreement ends.

You must report any theft or suspected theft to the police and provide Us with the report number and details of when and where the report was made.

## **Storage costs**

#### Available if You have:



#### 'Contents' insurance

If Your Rental Property suffers loss or damage as a result of an Incident We have agreed to cover under 'Cover for loss or damage to Your Rental Property and Contents' and as a result of that Incident Your Rental Property is unliveable and You are unable to keep Your Contents in Your Rental Property, We will pay the reasonable costs of:

- storing Your Contents for up to 12 months while You are unable to keep them in Your Rental Property; and
- transporting Your Contents:
  - from Your Rental Property to the storage facility when they enter storage; and
  - to return them to Your Rental Property when cover for storage costs under this benefit ends.

This additional benefit is payable in addition to the 'Contents' Sum Insured.

#### We will also:

- provide cover for Your Contents under 'Cover for loss or damage to Your Rental Property and Contents' while they are in storage up to the 'Contents' Sum Insured; and
- treat any Incident involving Your Contents while they are in storage as though it had occurred at the Rental Property or the Site for the purposes of the 'Cover for Liability' section,

until cover for the costs of storing Your Contents under this benefit ends.



You may be able to add the following optional benefits to Your Policy if You apply for them and pay an additional Premium.

The Excess applies to the optional benefits unless otherwise stated.

Any cover We provide is subject to the general exclusions set out in the 'General exclusions' section, as well as any specific limits, exclusions and conditions that are set out with the cover.

## Rent default

Available if You have:



'Building' insurance and/or



'Contents' insurance

You only have this optional benefit under Your Policy if You have specifically chosen and paid an additional Premium for it and it is shown on Your Certificate of Insurance as added to the Policy.

If during the term of the Rental Agreement and during the Period of Insurance Your Tenant:

- stops paying rent to You;
- leaves Your Rental Property without giving You notice; or
- · dies and they are the sole Tenant,

We will cover the rent You lose as set out below.

We will not cover You for, or pay any amount in respect of, the first four weeks of rent You lose (**Excluded Period**). In relation to any loss of rent You suffer directly after the Excluded Period, We will pay:

- the amount of Your rent lost up to the 'Weekly Rent' amount listed on Your Certificate of Insurance or the weekly rent amount shown in Your applicable Rental Agreement, whichever is the lesser, for up to fifteen weeks; and
- any legal costs You incur that are directly related to You recovering the rent owed to You, up to \$5,000.

If You have 'Building' insurance and 'Contents' insurance, We will only pay this benefit once for each Incident.

We will not cover the rent You lose if:

- We have paid a claim in relation to the same Tenant or Rental Agreement under the 'Damage by occupant' or 'Theft by Tenant' Listed Events or 'Rent default' optional benefit except in relation to the same Incident;
- Your Tenant is behind in rent payments before the Period of Insurance starts; or
- You do not provide Us with the applicable Rental Agreement.

## Safety net

Available if You have:



'Building' insurance

You only have this optional benefit under Your Policy if You have specifically chosen and paid an additional Premium for it and it is shown on Your Certificate of Insurance as added to the Policy.

If Your Rental Property suffers loss or damage as a result of an Incident We have agreed to cover under 'Cover for loss or damage to Your Rental Property and Contents' and the cost to repair or rebuild Your Rental Property is higher than the 'Building' Sum Insured, We will pay the reasonable extra costs to repair or rebuild Your Rental Property up to 25% of the 'Building' Sum Insured.

This optional benefit is payable in addition to the 'Building' Sum Insured.

For example, a widespread disaster leads to a high demand for building services which increases Your rebuilding costs. If Your 'Building' Sum Insured is \$300,000 then We would provide up to \$75,000 on top of Your 'Building' Sum Insured to cover those extra costs.



You are not covered under any section of this Policy:

- for loss, damage, liability, injury or death caused by or arising from:
  - Actions of the Sea:
  - atmospheric conditions or extreme temperature;
  - birds pecking, scratching or biting;
  - rats, mice, vermin, insects, termites, bats or possums;
  - any agreement or contract You or any person covered by this Policy enter into unless You or they would have been liable without the agreement or contract;
  - erosion, deterioration, collapse, shrinkage or earth movement;
  - landslide or subsidence unless it happens within 72 hours of, and as a direct result of:
    - earthquake;
    - escape of water or liquid;
    - explosion;
    - Flood;
    - Rainwater Run-off;
    - Storm;
    - Storm Surge; or
    - tsunami;
  - rust, corrosion, gradual deterioration, depreciation, wear or tear;
  - previous damage that has not been repaired;
  - You not maintaining Your Rental Property in good repair and condition including You not ensuring Your Rental Property is watertight, structurally sound, secure and well-maintained:
  - You not maintaining Your Site in good repair and condition;
  - faulty design or workmanship;
  - You not taking reasonable care to protect Your Rental Property and Contents against loss or damage;
  - tenant neglect, carelessness, poor housekeeping, or unhygienic living habits;
  - water entering Your Rental Property:

- through an opening made for any building, renovation or repair work; or
- because of a structural defect, faulty design or faulty workmanship when Your Rental Property was constructed;
- hydrostatic pressure including loss or damage to swimming pools or similar structures unless caused by earthquake, Storm or Flood;
- any illegal activity You are involved in;
- any process or cleaning involving the use of chemicals other than domestic household chemicals;
- tree cutting, lopping or felling at the Site unless the cutting, lopping or felling is performed by a professional;
- the roots of trees, shrubs or plants;
- any illegal drug or substance at Your Rental Property or Site except to the extent provided under the 'Damage by occupant' Listed Event of 'Cover for loss or damage to Your Rental Property and Contents';
- Your Rental Property being unoccupied for 60 or more consecutive days and not maintained in a lived-in state by:
  - keeping the lawns mowed and the garden tidy;
  - stopping regular mail and newspaper deliveries; and
  - organising someone to check inside and outside Your Rental Property at least once a week;
- for any loss, damage, liability, injury or death caused by, arising from, occasioned by or through or in consequence directly or indirectly of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution or military or usurped power.
- for any loss, damage, liability, injury, death, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
  - an Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
  - any action taken to control, prevent, suppress, retaliate against, or respond to an Act of Terrorism.
- for mechanical, structural, electrical, hydraulic, or electronic breakdown or failure, unless the breakdown or failure results in loss or damage to insured property. This exclusion does not apply to an electrical motor burning out if You are entitled to cover under the 'Electrical motor burnout' Listed Event.
- for loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:
  - errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system; or
  - any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event We cover You for under this Policy except if caused by a deliberate or intentional act. For example, We will not cover You if Your Rental Property's security system cannot be used because of a cyber attack, but We will cover You for loss or damage from theft from Your Rental Property as covered under this Policy after Your Rental Property's security system is impacted by a cyber attack.

 for loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data.

- for seepage, pollution or contamination, or any loss, damage, liability, injury, death, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination. This exclusion does not apply to any cover provided under the 'Damage by occupant' Listed Event for contamination caused by the manufacture, storage or distribution of illegal drugs.
- for any loss, damage, injury or death arising from or directly or indirectly caused by, contributed to by, resulting from or in connection with a Communicable Disease, or the fear or threat (whether actual or perceived) of a Communicable Disease.
- for any loss, damage, liability, injury, death, cost or expense caused by or arising from the inhalation of, or exposure to, silica in any form;
- for loss, damage, liability, injury or death caused by or arising from any nuclear, radioactive, biological or chemical material or the use, handling, transportation or storage of such material.
- for any property used solely for short-term rentals where the rental periods are less than 90 days.
- for any property that has not sustained physical loss or physical damage unless repair or replacement is required as part of a claim We have agreed to cover under 'Cover for loss or damage to Your Rental Property and Contents'.
- for any loss, damage, liability, injury, or death caused by or arising from, mould (except as a direct result of water damage covered under 'Cover for loss or damage to Your Rental Property and Contents), fungi, mildew, change in colour, dampness, variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, or change in texture or finish.
- for loss or damage to fuses, switches, electrical contacts, protective devices or lighting or heating elements caused by electricity other than as specifically stated in the 'Lightning' Listed Event.
- for the cost of stabilising, supporting or restoring land, earth or fill.
- for the settling, shrinkage or expansion in any buildings, foundations, walls or pavements.
- for consequential loss except if specifically covered under this Policy, for example under the 'Cover for liability' section. This means We will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation.
- for the cost of reinstalling or replacing electronically stored files.
- for any Incident, loss or damage that occurs outside the Period of Insurance.
- for the intellectual or sentimental value of any items.
- for any deliberate or intentional act by:
  - You; or
  - anyone who enters Your Rental Property or the Site with Your consent, excluding Your Tenant.
- for any loss, damage, or liability caused by, or arising or resulting from, the lawful seizure, confiscation, nationalisation, requisition, or destruction of, or damage to Your Rental Property, the Site or anything else covered by this Policy by any law enforcement agency, government authority or someone with the legal authority to do this.
- and We will not be liable to provide any cover, pay any claim
  or provide any benefit under this Policy (including any refund
  of Premium), to the extent that such cover, claim, benefit
  or refund may contravene or expose Us to any sanction,
  prohibition or restriction under United Nations resolutions
  or any trade or economic sanctions, laws or regulations
  of any country.

- for any costs or charges to prepare any claim or any costs or expenses charged by anyone You appoint to represent You, except if specifically covered under this Policy.
- for any reduced value or depreciation of Your Rental Property or Contents.
- for any loss, damage, liability, injury or death if You do not have a Rental Agreement with Your Tenant.

To the extent permitted by law You are not covered under any section of this Policy for any loss if the property or legal liability insured is already insured under another policy entered into by a third party or by a policy required by law. We will not contribute towards any claim under any other policy.



This section provides information about Our claims process and what We pay when You make a claim. It also includes some examples of how We pay claims including liability claims.

You should contact Us to lodge a claim as soon as possible. We can give You immediate assistance with Your claim 24 hours a day, 7 days a week.

## What You must do and what You must not do

When You make a claim, or if something happens that may result in You making a claim, You must:

- take safe and reasonable steps to prevent any further loss, damage or liability;
- take all reasonable steps available to You to lease Your Rental Property;
- if You become aware of circumstances that may cause You to make a claim under the 'Rent default' optional benefit (for example, Your Tenant stops paying rent to You), or may have if You had taken out that benefit, take all reasonable steps that are available to You, where permitted by law, to terminate the Rental Agreement and evict Your Tenant;
- inform the police as soon as possible of any theft, attempted theft, deliberate or intentional act, vandalism or malicious act and provide Us with the report number and details of when and where the report was made;
- be truthful and frank in any statement You make to Us;
- cooperate fully with Us, even if We have already paid Your claim, including:
  - providing Us with all the information, documents and help We need to deal with Your claim (for example, bank statements or phone records);
  - as soon as reasonably possible, sending Us any communications that You receive about any Incident (for example, emails, letters, notices or court documents);
  - being interviewed by Us or Our representatives and providing statements;
  - attending court to give evidence; and
  - giving Us reasonable access to Your Rental Property for a repairer or other specialist We choose so they can assess any damage to Your Rental Property and Contents;
- keep all damaged property so We can inspect it at a reasonable time and place, if required;

- if We ask You, let Us and Our representatives inspect Your Rental Property and Contents at a reasonable time and place;
- if We ask You, allow Us to obtain quotations from any repairer or supplier;
- provide Us with any documents We ask You for;
- not repair or replace any damaged property without Our consent. You should seek Our agreement before incurring any out-of-pocket expenses to ensure You will be able to claim those costs back on Your Policy. If You do not obtain Our agreement first, We will only pay the reasonable costs. Refer to the 'How We settle Your claim' section of this document for information in relation to what are reasonable costs;
- not attempt to settle a claim that is made against You without Our consent, which We will not unreasonably delay or withhold;
- not make any admissions to anyone about any Incident covered by Your Policy; and
- not limit by agreement Our rights of recovery from someone else.

When You make a claim, We may ask You to provide certain documents to prove that You owned or are responsible for items and help Us identify Your items. The type of documents We ask for depend on the situation and can include:

- tax invoices for items bought or services used;
- purchase receipts;
- valuation certificates;
- credit card or bank statements:
- photographs;
- Your Rental Agreement;
- rent ledger or receipts;
- property inspection reports;
- copies of the notices issued to the Tenant; and
- documentation regarding the termination of the Rental Agreement.

We may compare information You provide to Us with a range of other sources (for example, websites such as auction or sale websites). When We make a request for information, documentation or cooperation from You, We will only make a request that is relevant to Our assessment and conduct of Your claim and provide an explanation as to why it is needed.

If You do not meet Your responsibilities, We may refuse or reduce a claim, cancel Your Policy, or do both. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy.

## How We settle Your claim under 'Cover for liability'

If a person We cover makes a claim under 'Cover for liability' and We accept that claim, We will:

- act for them or arrange for a lawyer to represent them;
- attempt to resolve the claim; and
- · defend the claim in a court or tribunal.

We will act reasonably in exercising Our discretion to decide whether to defend or resolve a claim and how much to pay to resolve a claim. We will keep You reasonably informed and updated with the progress of any proceedings.

## How We settle Your claim for loss or damage to Your Rental Property

If We accept Your claim under 'Cover for loss or damage to Your Rental Property and Contents' for loss or damage to Your Rental Property, We will:

- pay the cost to repair or rebuild the part of Your Rental Property that was damaged (whichever is lower);
- pay for any additional benefits that You are entitled to;
- pay for any optional benefits that You are entitled to; and
- deduct any amounts that apply to Your Policy and claim (for example, the Excess).

We can choose to settle Your claim for loss or damage to Your Rental Property through any of the following ways:

 Arrange for repairers, builders or suppliers to repair or rebuild Your Rental Property.

We can arrange for Our preferred repairers, suppliers or builders to repair or rebuild Your Rental Property. We may enter into a contract with Our selected repairer, builder and/or supplier on Your behalf.

 Pay You the reasonable cost of what it would cost Us to repair or rebuild Your Rental Property provided that cost is available to or actionable by You.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have. Some examples of when We may choose to pay You are outlined later in this section.

We can choose to:

- pay You. For an explanation refer to the section 'How We calculate the amount if We choose to pay You';
- pay Your nominated repairer, supplier or builder; or
- provide You with store credits from one of Our nominated suppliers.

We may choose to do this:

- when You decide not to repair or rebuild Your Rental Property;
- if You don't start repairing or rebuilding Your Rental Property within 6 months of the loss or damage, or within any longer period We agree to in writing; or
- if We decide it is appropriate.
- Pay You the 'Building' Sum Insured.

We may do this when We determine Your Rental Property to be a Total Loss or when We choose to. If We do this then Your Policy ends and You will not get a refund of Premium.

If We do this You will continue to have cover under the 'Cover for liability' section until the earliest of:

- 12 months from the date We settle the Total Loss claim;
- the date You sell the Site;
- the date You commence any building work at the Site; or
- the date You obtain other insurance cover for the Site.
- Pay You for additional and/or optional benefits.

If We agree to pay You any additional benefits or optional benefits, We will choose the method of settlement and repairer or supplier. We:

- will only repair the damaged part(s) of Your Rental Property and We will not pay for materials to match the undamaged part(s) of Your Rental Property or create a uniform appearance;
- will only repair or replace the vinyl, tiles, floorboards or fixed coverings to walls, floors and ceilings in the part of Your Rental Property that is damaged and We will not pay for any adjoining room or Your entire Rental Property;
- in the event of repairs, will make a fair and reasonable attempt to match the repairs to undamaged areas, using the closest match available. If You are not satisfied with the closest match:
  - You are able to pay the extra cost of repairing undamaged areas to achieve a matching appearance; or
  - We will pay You what it would cost Us to repair the damaged area;
- are entitled to retain any property, unless We agree to let You keep it, if We settle Your claim for:
  - damaged property; or
  - stolen property that is subsequently recovered,

and if We agree to let You keep the damaged or recovered property, You are responsible for the property and cannot abandon it to Us.

## How We calculate the amount if We choose to pay You

If Your building is repairable, in some circumstances We will settle Your claim by deciding to pay You. We will pay You the reasonable costs of what it would cost Us provided that cost is available to or actionable by You.

### What are some examples of when We do this?

- when You decide not to repair or rebuild Your Rental Property,
- if you don't start repairing or rebuilding Your Rental Property within 6 months of the loss or damage, or within any longer period We agree to in writing,
- if not all the damage to Your Rental Property is covered by this Policy – You can find details of damage We don't cover in the cover sections throughout this Policy and in the 'General exclusions' section of this Policy,
- Your Rental Property may have had some damage that existed prior to the event You are claiming for,
- Your Rental Property cannot be repaired until other work that is required to be done by You is completed, or
- · when it is the only way to settle Your claim.

#### Calculation of the amount

- We may ask You to obtain a quote or We will obtain a quote for the repairs from our builder or repairer
- If We obtain the quote We will provide You with details of the work that has been included:
  - this will be detailed in the quote; or
  - for larger claims We may include a scope of works.
- We will confirm that the builder who has provided the quote is prepared to undertake the work – provided You have completed any work that is required to be done by You first.
- The amount We will pay You will not be more than the 'Building' Sum Insured.

We will use this method to calculate Your settlement provided We have not chosen to settle Your claim by choosing to pay You the 'Building' Sum Insured.

## How We settle Your claim for loss or damage to Your Contents

If We accept Your claim under 'Cover for loss or damage to Your Rental Property and Contents' for loss or damage to Your Contents, We will:

- pay the cost to repair or replace Your Contents (whichever is lower);
- pay for any additional benefits You are entitled to;
- · pay for any optional benefits You are entitled to; and
- deduct any amounts that apply to Your Policy and claim (for example, the Excess).

We can choose to settle Your claim for loss or damage to Your Contents through any of the following ways:

Repair the item.

We can arrange for Our preferred repairers or suppliers to repair Your Contents.

Replace the item with the same or similar type and quality item.

We can arrange for Our preferred suppliers to replace any items of Contents.

 Pay You the reasonable cost of what it would cost Us to repair the item or replace the item with the same or similar type and quality item provided that cost is available to or actionable by You.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have. Some examples of when We may choose to pay You are outlined later in this section.

We can choose to:

- pay You. For an explanation refer to the section
   'How We calculate the amount if We choose to pay You';
- pay Your nominated repairer or supplier; or
- provide You with store credits from one of Our nominated suppliers.
- Pay You the Sum Insured or provide You with store credits from one of Our nominated suppliers to the value of the Sum Insured that applies to the item of Contents.

#### We:

- can nominate the repairer or supplier and claims settlement method;
- may enter into any contract with the repairer or supplier on Your behalf or require You to enter into a contract with the repairer or supplier; and
- will pay You the reasonable cost of what it would cost Us to repair or replace the item of Contents if You don't agree with the method of settlement We choose, provided that cost is available to or actionable by You.

The maximum amount We will pay for any claim for Contents is the 'Contents' Sum Insured.

## How We calculate the amount if We choose to pay You

In some circumstances We will choose to settle Your claim by deciding to pay You. We will pay You the reasonable costs of what it would cost Us to repair or replace the items provided that cost is available to or actionable by You.

### What are some examples of when We do this?

This may occur when the settlement types under 'How We settle Your claim for loss or damage to Your Contents' are unable to be used or when it is the only way to settle Your claim.

#### Calculation of the amount

If We choose to settle Your Contents claim by paying You the reasonable cost to repair the item or replace the items We will calculate this amount in the following way:

- If it was based on the cost to replace the item included as part of Your claim:
  - We will agree with You the appropriate replacement item to settle Your claim, provided it is reasonable and in line with industry standard;
  - We will obtain a quote from Our supplier to replace the item and supply it to You;
  - We will use the quoted amount as the basis of the settlement; and
  - the amount We pay You will not be more than the relevant Sum Insured.
- If it was based on the cost to repair the item included as part of Your claim:
  - We will agree with You the repairs covered by Your Policy that are required to settle Your claim, after reviewing quotes from Our supplier or repairer to repair the item for You, provided it is reasonable and in line with industry standard;
  - We will obtain a quote from Our supplier or repairer to repair the item for You;
  - We will use the quoted amount as the basis of the settlement; and
  - the amount We pay You will not be more than the 'Contents' Sum Insured.

If We pay You the 'Contents' Sum Insured, Your Policy ends and You will not get a refund of Premium. We:

- will only repair or replace the carpet, curtains or internal blinds in the part of Your Rental Property that is damaged and We will not pay for any adjoining room or Your entire Rental Property. If You wish to have additional work completed, or any floor or window coverings replaced, or for materials or items to match or any work in any adjoining room or Your entire Rental Property:
  - You are able to pay the extra cost of repairing or replacing the undamaged areas to achieve a matching appearance;
  - We will pay You what it would have cost Us to repair or replace the damaged area, provided that cost is available to or actionable by you.
- are entitled to retain any property, unless We agree to let You keep it, if We settle Your claim for:
  - damaged property; or
  - stolen property that is subsequently recovered,

and if We agree to let You keep the damaged or recovered property, You are responsible for the property and cannot abandon it to Us.

- if there is loss or damage to a pair, set or collection, then We only cover the part that was affected. Where it is not possible to repair or replace the damaged part and this will impact the mechanical or electrical operation of the entire pair or set, We will:
  - replace the entire pair or set; or
  - pay You the value of the damaged pair or set.

## Lifetime guarantee

If We authorise and pay for repairs to Your Rental Property in relation to an Incident We have agreed to cover under 'Cover for loss or damage to Your Rental Property and Contents', We will provide a lifetime guarantee on the workmanship of those repairs. This means that We will fix any defect caused by poor workmanship done by the repairers or builders that We authorise. We will decide how to fix any defect.

You are not covered by this lifetime guarantee for:

- repairs You (or anyone on Your behalf) authorise without Our prior written agreement;
- loss, damage or failure of any electronical or mechanical appliance or machine; or
- wear and tear that is consistent with normal gradual deterioration of Your Rental Property.

## Credit provider's rights

When You have 'Building' insurance, You must tell Us if You have used all or part of Your Rental Property as security for a loan with a credit provider. Your credit provider may be a bank, credit union or other type of lender.

We list Your credit provider as an interested party on Your Certificate of Insurance.

When You have a credit provider listed on Your Certificate of Insurance We:

- treat Your Rental Property as being under mortgage;
- treat any statement, act, omission or claim by You as a statement, act, omission or claim by the credit provider; and
- may recover any payment either in Your name or the credit provider's name.

When You have 'Contents' insurance only, We do not list any credit provider as an interested party on Your Certificate of Insurance but You must provide Us their name if We ask for this when You make a claim for an item of Contents.

## Payments to the credit provider

If We decide to pay You for a claim on Your mortgaged Rental Property, We may first pay the credit provider listed as an interested party on Your Certificate of Insurance the lower of these amounts after deducting any Excess and other deductions that apply:

- the 'Building' Sum Insured;
- the reasonable cost of repairing or replacing Your Rental Property; or
- the balance owing to the credit provider under the mortgage.

The credit provider must comply with the terms and conditions of Your Policy and give Us any help We ask for.

If We make a payment to a credit provider, that payment discharges Our obligation to You under Your Policy for the amount paid.

#### **Excess**

When You make a claim You must pay the Excess that applies. An Excess is an amount You contribute towards the cost of a claim. Your Certificate of Insurance shows the amount and types of Excess that apply to Your Policy. The type of Excess You need to pay depends on what Your claim relates to. You may need to pay more than one Excess.

The following Excesses may apply to Your Policy:

Standard Excess	this applies to most claims under the Policy; and
Imposed Excess	this applies in addition to the Standard Excess if it is shown and as set out on the Certificate of Insurance.

We only accept a claim if the total amount You are claiming is more than any Excess that applies to Your claim.

If You make a claim under both 'Building' and 'Contents' insurance You only pay Us one total Excess whichever is higher for 'Building' insurance or 'Contents' insurance.

When You make a claim, You must pay any Excess that applies to Us or a repairer or supplier. We will tell You who to pay the Excess to. If We request You pay the Excess, We will tell You who to pay and may require payment as part of the finalisation of Your claim.



For more information about the Excesses that may apply to Your Policy and when these will not apply, see Our Landlord Insurance Premium, Excess & Discounts Guide. To get a free copy of Our Landlord Insurance Premium, Excess & Discounts Guide refer to Page 1 'Contact details'.

## Other deductions

If We pay Your claim, We will deduct other amounts to settle Your claim.

### Four times the weekly rent amount

We will deduct four times the weekly rent amount shown in Your applicable Rental Agreement, in addition to the Standard Excess, from each claim We pay under the 'Damage by occupant' and 'Theft by Tenant' Listed Events under 'Cover for loss or damage to Your Rental Property and Contents', unless:

- We have already deducted four times the weekly rent amount from a claim You have made under the 'Damage by occupant' and 'Theft by Tenant' Listed Events; or
- We have paid You an amount under the 'Rent default' optional benefit,

in relation to the same Tenant or Rental Agreement.

#### GST

If We pay Your claim, We will deduct an amount equal to Your input tax credit entitlement. This applies to any amount We pay including where We state that an amount will include GST.

### **Unpaid Premium**

If We pay Your claim as a Total Loss, We will deduct:

- any Premium amount for the Policy that is due but has not been paid; and
- if You pay Your Premium by instalments, the instalments that cover the rest of Your Period of Insurance.

Any payment We make to settle Your claim will be considered to be made in full even if We have reduced the amount We pay by the applicable Excess and/or other deductions as set out in this Policy.

## **Recovery actions**

You agree that the following provisions under 'Recovery action by Us' and 'Recovery action by You' apply where We cover You under this Policy for some or all of the loss or damage You suffer in connection with an Incident.

### **Recovery action by Us**

You agree We may take steps to recover from someone else We consider responsible for the Incident:

- some or all of the loss or damage We cover; and/or
- some or all of the loss or damage We do not cover, whether or not it is covered by another insurer or You do not have cover for it.

You agree that We may take such recovery action:

- without Your specific consent;
- · using Your name; and
- whether or not You have been, or have a right to be, fully compensated for all of Your loss or damage by Us or anyone else.

You also agree that:

- We have the right to decide upon the conduct and any settlement of any recovery action We take. We will act reasonably in exercising Our discretion in the conduct of any legal proceedings and in the settlement of any claim while We conduct any recovery action;
- We may exercise all the rights You have in connection with the loss or damage You have suffered in connection with the Incident;
- of any amount recovered in a recovery action We take:
  - We keep the amount We have paid You, or must pay You, under the Policy plus any interest recovered on that amount and any administrative, recovery agent, funding and legal costs We have incurred in taking the recovery action; and
  - We will then pay You the amount of loss or damage You have suffered in connection with the Incident for which You do not have any cover with Us plus any interest recovered on that amount and costs You may have been required by Us to contribute; and
  - We will keep any remaining balance;
- You must give Us all the information and cooperation that We reasonably require to take the recovery action. When We make a request for information or cooperation from You, We will only make a request that is relevant to Our recovery action and provide an explanation as to why it is needed. We will keep You reasonably informed and updated with the progress of proceedings; and
- You must not do anything which prejudices Us in taking any recovery action including that You must not:
  - assign Your rights to anyone else without Our consent; or
  - opt-out of any representative or group proceedings taken by Us.

## **Recovery action by You**

You agree that You may only take recovery action if Your claim has been denied or with Our prior written consent and on conditions which We in Our discretion impose, acting reasonably. We will not unreasonably withhold our consent.

You also agree:

- You must have proper regard for Our interests in respect of loss or damage that We cover;
- You must seek to recover the loss or damage We cover in addition to any other loss or damage You have suffered in connection with the Incident;
- of any amount recovered in a recovery action You take:
  - You keep the amount of loss or damage You have suffered in connection with the Incident for which You do not have any cover with Us plus any interest recovered on that amount and any administrative and legal costs You have incurred in taking the recovery action; and

- You will then pay Us the amount We have paid You, or must pay You, under the Policy plus any interest recovered on that amount; and
- You will keep or pay any remaining balance in accordance with any other obligations You have;
- We may take over the conduct of any legal proceedings started by You or on Your behalf, including where You are an applicant or plaintiff, or a group member, in representative or group proceedings; and
- We may require You to cease recovery action that You have commenced. We will act reasonably in exercising Our discretion to take over conduct of legal proceedings, in the conduct of any legal proceedings, in the settlement of any claim and/or in requiring You to cease recovery action. We will keep You reasonably informed and updated with the progress of proceedings.

## How We pay claims - some examples

The following examples are designed to show how a claim payment might be calculated and what amount You may be required to pay. These are examples only, do not cover all scenarios or benefits and do not form part of the Policy terms and conditions.

Please refer to your Certificate of Insurance for the amount and types of Excess(es) that apply to your Policy.

## Claim example 1 – Repairing Your Rental Property

A Storm damages the roof of Your Rental Property. We assess the cost to repair the roof is \$3,500.

Policy type	Building insurance
<b>Building Sum Insured</b>	\$360,000
Optional benefits	None
Standard Excess	\$500

We accept Your claim under the Policy and arrange for a builder to repair the roof of Your Rental Property. We pay \$3,000 to the builder being the cost of repairs of \$3,500 less the Standard Excess of \$500. You pay the builder the Standard Excess of \$500 as We have requested You do this.

## Claim example 2 – Replacing Your Contents

Someone steals Your washing machine from Your Rental Property. We assess the cost to replace the washing machine is \$1,500 for an item of similar type and quality.

Policy type	Contents insurance	
<b>Building Sum Insured</b>	\$75,000	
Optional benefits	None	
Standard Excess	\$500	

We accept Your claim under the Policy and arrange for a supplier to replace Your washing machine. We pay the supplier \$900 being the cost of the replacement item of \$1,500 less the Standard Excess of \$600. You pay the supplier the Standard Excess of \$600 as We have requested You do this.

## Claim example 3 – Your Rental Property and Contents are a Total Loss

Your Rental Property and Contents are totally destroyed by fire. We assess that it will take 6 months to rebuild Your Rental Property.

Policy type	Building and Contents insurance
<b>Building Sum Insured</b>	\$300,000
Contents Sum Insured	\$90,000
Weekly rent	\$350
Optional benefits	None
Standard Excess	Building \$1,000 Contents \$500

We accept Your claim under the Policy and determine Your Rental Property and Contents to be a Total Loss. We choose to pay You directly for the loss of Your Rental Property and Contents. We agree Your Tenant cannot live in Your Rental Property for 6 months while it is rebuilt.

We pay You \$398,100 in settlement of the claim calculated as:

Building Sum Insured	\$300,000
Plus Contents Sum Insured	\$90,000
Less Building Standard Excess (as the Building Standard Excess is higher than the Contents Standard Excess and only one Excess is payable as You have both Building and Contents insurance)	-\$1,000
Plus Loss of rent at \$350 per week for 6 months (26 weeks)	\$9,100
TOTAL	\$398,100

As Your claim is a Total Loss and We have paid You the 'Building' and 'Contents' Sum Insured, Your Policy comes to an end and You do not get a refund of Premium. We will continue to cover You under the 'Cover for Liability' section until the earliest of:

- 12 months from the date We settle the Total Loss claim;
- the date You sell the Site;
- the date You commence any building work at the Site; or
- the date You obtain other insurance cover for the Site.

If You have chosen the optional benefit 'Safety net' as shown on Your Certificate of Insurance and the cost to rebuild Your Rental Property was more than the 'Building' Sum Insured, We would also pay up to an additional 25% of the 'Building' Sum Insured e.g \$75,000 in reasonable extra costs to rebuild Your Rental Property.

## Claim example 4 – Rent Default

Your Tenant leaves Your Rental Property without giving notice and owes You 16 weeks rent.

Policy type	Building insurance
<b>Building Sum Insured</b>	\$360,000
Optional benefits	Rent default - Yes
Weekly rent	\$500
Standard Excess	\$600

We accept Your claim under the Policy and pay You \$5,400 calculated as:

Weekly rent x 12 weeks (as We don't cover the first four weeks of rent You lose)	\$6,000
Less Standard Excess	-\$600
Total	\$5,400

## Claim example 5 – Loss of Rent

A fire damages the kitchen and living areas in Your Rental Property and We have agreed to cover this under 'Cover for loss or damage to Your Rental Property and Contents'. We assess the cost to repair Your Rental Property is \$25,000. Your Rental Property is not under a Strata or similar scheme. We agree Your Tenant needs to move out for 6 weeks while the damage is repaired.

Policy type	Building insurance
<b>Building Sum Insured</b>	\$250,000
Weekly rent	\$400
Standard Excess	\$600

We accept Your claim under the Policy for damage to Your Rental Property and arrange for a builder to repair Your Rental Property. We pay the builder \$25,000. You claim for 'Loss of rent' during repairs. We pay You \$1,800 for 'Loss of rent' calculated as:

Total	\$1,800
Less Standard Excess	-\$600
Weekly rent x 6 weeks	\$2,400

## Claim example 6 – Liability Claim at Your Rental Property

Your Tenant's visitor falls over a loose tile in the kitchen of Your Rental Property and severely injures their ankle. The visitor makes a claim against You in relation to the medical expenses from their injury. We accept Your claim under the Policy and arrange for lawyers to act on Your behalf in relation to the visitor's claim against You as the owner of Your Rental Property. We or a court decide that You are liable to pay \$5,000 for the claim made against You by the visitor.

Policy type	Building and Contents insurance
Building Sum Insured	\$300,000
Contents Sum Insured	\$90,000
Optional benefits	None
Standard Excess	Building \$1,000 Contents \$500

We pay the visitor \$5,000. We also pay Our lawyers \$1,500 to defend the claim on Your behalf in the court proceedings. You do not need to pay any Excess as no Excess applies to claims under the 'Cover for liability' section.