



# REALTYPROTECT

LANDLORD INSURANCE

## Product Disclosure Statement & Policy Wording

June 2023

# Landlords Insurance

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# Introduction

This is the 360 Landlords Insurance Product Disclosure Statement (PDS) and Policy Wording which is made up of two separate parts.

The first part contains important information about this **policy** to help **you** make an informed decision about whether to purchase this insurance. It gives a summary of the significant features, benefits and risks associated with this **policy**. This section also contains information about costs, **our** dispute resolution system, **your** cooling off rights and other relevant information required under the *Corporations Act 2001 (Cth)*, including other rights, terms, conditions and obligations attaching to this **policy**.

The second part details the terms, conditions and exclusions of the **policy**.

If **we** issue **you** with a **policy**, **you** will be given a **policy schedule**. The **policy schedule** sets out the specific terms applicable to **your** cover and should be read together with the **policy** and any **endorsements**.

The **policy** and the **policy schedule**, together with any **endorsements**, **we** send **you** are **your** legal contract with **us** so please keep them in a safe place for future reference.

Please read the whole PDS carefully. It is arranged in different sections. It is important that **you**:

- + check that the sections **you** have requested are included in the **policy schedule**;
- + check that the information **you** have given **us** is accurate;
- + comply with **your** duties under each section and under the **policy** as a whole.

If **you** wish to vary **your** cover or make further enquiries, please contact **your** insurance intermediary.

## Who is 360 Landlords Pty Ltd

360 Landlords Pty Ltd **ABN 99 634 062 972** is an Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN 18 120 261 270 AFSL 319 181** and has developed this Landlords Insurance Policy which is underwritten by Guild Insurance Limited trading as Acerta (Guild).

In issuing this **policy**, 360 Underwriting and its Authorised Representative 360 Landlords is acting as a distributor under an agreement with Guild Insurance Limited trading as Acerta (Guild).

### 360 Landlords contact details are:

Suite 3, Level 18, 201 Kent St  
Sydney, NSW 2000  
Telephone. 1800 411 580  
Email. [landlords@360uw.com.au](mailto:landlords@360uw.com.au)

## About the Insurer

Guild Insurance Limited trading as Acerta (Guild) **ABN 55 004 538 863** is the insurer. Guild Insurance's **Australian Financial Services License** Number is **233791**. Guild Insurance was established in 1963 by the Pharmacy Guild of Australia.

### Guild Insurance Limited trading as Acerta (Guild)

171 Collins Street,  
Melbourne, Victoria 3004  
Telephone. 1800 810 213  
Website. [acerta.com.au](http://acerta.com.au)

## Who You Should Contact

**You** should contact 360 Landlords in the first instance in relation to this insurance.

## Intermediary Remuneration

Guild Insurance Limited trading as Acerta (Guild) pays remuneration to insurance intermediaries when Guild Insurance issues, renew or varies a **policy** the intermediary has arranged or referred to Guild Insurance. The type and amount of remuneration varies and may include commission and other payments. If **you** require more information about remuneration Guild Insurance may pay **your** intermediary **you** should ask **your** intermediary.

# Important Information

## Code of Practice

**We** proudly support the General Insurance Code of Practice (the '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 commit insurers and the professionals they rely upon to higher standards of customer service; 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.

## Our Commitment to you

**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 the Code Governance Committee.

## Complaints and Dispute Resolution

**We** view seriously any complaint made about **our** products or services and will deal with it promptly and fairly.

If **you** have a complaint, please first try to resolve it by contacting the relevant member of the **360 Landlords** staff who will investigate **your** complaint and keep **you** informed of the progress of the investigation.

In some cases **we** may need additional information. For example, **we** may need to obtain information or an opinion from third party specialists.

In those instances where **we** and **you** cannot resolve **your** complaint to **your** satisfaction **we** have a formal complaints and dispute resolution process that is fair, efficient and accessible to all **our** customers.

**You** can request that the matter be referred to **our** Dispute Resolution Panel who will seek to resolve the matter in accordance with the General Insurance Code of Practice and **our** Dispute Resolution procedures. This service is free of cost to **you**.

### 360 Landlords

Internal Disputes Resolution Officer on  
idr@360uw.com.au or (02) 4904 8330

## External Dispute Resolution

If **our** internal dispute resolution facility is unable to resolve **your** dispute and **you** wish to take the matter further, **you** are entitled to seek an external review of the decision. **We** will advise **you** of **your** entitlement to do so if the occasion arises.

In particular, **you** can access the assistance of the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). This scheme is also free of cost to **you**.

For further details **you** can visit their website at [www.afca.org.au](http://www.afca.org.au) or contact them:

### Australia Financial Complaints Authority

GPO Box 3,  
Melbourne, VIC 3001  
Telephone. 1800 931 678 (free call)  
Email. [info@afca.org.au](mailto:info@afca.org.au)

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

## Cooling-Off Period

**You** have the right to cancel and return this **policy** by notifying **us** within twenty-one (21) days of the date it was issued to **you** ('cooling off period').

If **you** cancel it in this time, **we** will return the amount **you** have paid, unless **you** have a claim under the **policy** within the cooling off period.

To cancel at other times, please refer to the Cancellation clause in the General Conditions applicable to this **policy** section of this **policy**.

## Cost of this Insurance

The total amount **we** charge for this **policy** is made up of:

- + the basic **premium** amount, which is the amount **we** need to cover the risk insured under this **policy**, as calculated by **us**;
- + **our** administration fee; and
- + any applicable taxes and government charges.

The basic **premium** amount, administration fee, and applicable taxes and government charges will be shown on the **policy** schedule.

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

The following factors have a significant impact on **our** calculation of **your premium**:

- + the postcode where **your building** and/or **contents** are located;
- + the amount **you** choose to insure **your building** and/or **your contents**;
- + types of covers selected for **your policy**;
- + the amount of **your excess**.

**Your premium**, including any discounts **you** may be eligible for, are subject to minimum premiums. **We** consider the minimum amount **we** are prepared to sell the **policy** for and may adjust **your premium** to ensure it does not fall below the minimum amount. Any discounts will be applied to **your policy**, only to the extent any minimum **premium** is not reached. This means that any discount **you** may be eligible for may be reduced. When **we** determine **your premium** on renewal, **we** may also limit any increases or decreases in **your premium** by considering factors such as **your** previous year's **premium** amount.

## Financial Claims Scheme

**You** may be entitled to payment under the Financial Claims Scheme in the **event** that Guild Insurance Limited trading as Acerta (Guild) becomes insolvent. Access to the scheme is subject to eligibility criteria.

Information about the scheme can be obtained from <https://fcs.gov.au>

## How to Make a Claim Under this Policy

When something happens that **you** believe is a claim, it's important to contact Acerta on 1300 223 782.

Details about making a claim are shown under the *Claims procedures* of the **policy** on page 20.

## How Goods and Services Tax (GST) Affects Any Payments We Make

The amount of **premium** payable by **you** for this **policy** includes an amount for the GST applicable on the **premium**.

When **we** pay a claim, **your** GST status will determine the amount **we** pay. The amount that **we** are liable to pay under this **policy** will be reduced by the amount of any Input Tax Credit (ITC) that **you** are or may be entitled to claim for the supply of goods or services covered by that payment.

**You** must advise **us** of **your** correct Australian Business Number (ABN) and Taxable Percentage. Taxable Percentage is **your** entitlement to an ITC on **your premium** as a percentage of the

total GST on that **premium**. Any GST **liability** arising from **your** incorrect advice is payable by **you**.

Where the settlement of a claim is less than the applicable **limit of liability** or the other limits applicable to this **policy**, **we** will only pay the GST (less **your** ITC) applicable to the settlement.

This means that if these amounts are not sufficient to cover the whole claim, **we** will only pay the GST relating to **our** share of the settlement for the whole claim. **We** will pay the claim by reference to the GST exclusive amount of any supply made by any business of **yours** which is relevant to the claim. GST, ITC, BAS and Acquisition have the same meaning as given to those words or expressions in *New Tax System (Goods and Services Tax) Act 1999 (Cth)* and related legislation as amended from time to time.

## Protection of Property

**You** must do everything **you** reasonably can to safeguard **your building** and **contents** from damage, maintain them in good condition and minimise the risk of injury or damage from them. This includes but is not limited to compliance with all laws, by-laws and statutory regulations.

## Your Duty to Take Reasonable Care Not to Make a Misrepresentation

Before **you** enter into an insurance contract, **you** have a duty under the *Insurance Contracts Act 1984 (Cth)* to take reasonable care not to make a misrepresentation.

Any offer of insurance depends on **our** assessment of **your** circumstances. **Our** decision will be based on the information **you** give **us** in response to the questions **we** ask when **you** apply for, renew or change **your** insurance with **us**.

Each question **we** ask **you** is important to **our** decision to provide **you** with cover. Even matters that may seem minor can affect **our** assessment. **You** should therefore treat every question as important.

If **we** ask **you** questions that are relevant to **our** decision to insure **you** and on what terms, **you** must take care to answer the questions truthfully, accurately, completely and to the best of **your** knowledge.

## Failing in Your Duty May Impact Your Cover in a Significant Way

Failing in **Your** Duty May Impact **Your** Cover in a Significant Way

Inaccurate, incomplete or misleading information may have a serious impact on **your** insurance. **We** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

## Notification of Change of Risk

This **policy** covers **you** as **you** have represented **yourself** to **us**. It is important for **you** to advise **us** immediately of any changes to **buildings** or **contents** or **your** circumstances that may result in an increased risk of an incident that may cause harm to **your** property or liability to third parties.

In particular, **we** need **you** to advise **us** of any change that involves:

- + **your building** being unoccupied for a period of ninety (90) days or more;
- + any changes to: the use of **your building**; or
- + the nature of **your** tenancy agreement (e.g. from fixed to short term rental, or from professionally managed to self-managed); or
- + any person insured by this **policy**: being convicted of any criminal offence;
- + having a **policy** cancelled or declined by another insurer; or
- + making a fraudulent claim under this or any other insurance **policy**.

**We** have relied on all of this information to provide cover under this **policy** and the terms and conditions on which **we** provide that cover.

When **we** receive **your** notification of a change **we** may:

- + adjust the **premium** or terms of this **policy**; or
- + cancel this **policy**, in accordance with the provisions of the *Insurance Contracts Act 1984 (Cth)* should **we** not wish to continue with this insurance.

## Breach of Policy

If **you** or any other person or party covered under this **policy** do not comply with the conditions of this **policy**:

- + the cover under this **policy** may be canceled; or
- + to the extent **our** interests have been harmed by the non-compliance, **we** may: reduce any claim payment; or
- + refuse to pay any claim; under this **policy**.

## Privacy

**We** are committed to protecting the privacy of the personal information **you** provide to **us**.

*The Privacy Act 1988 (Cth)* contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle, store and disclose **your** personal and sensitive information for the specific purpose of:

- + deciding whether to issue a **policy**;
- + determining the terms and conditions of the **policy**;
- + compiling data to help develop and identify other products and services that may interest clients; and
- + handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable

- + whether the information or opinion is true or not;
- + whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

**You** have given **us your** consent to collect, use and disclose **your** personal and sensitive information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant personal information to **us**.

**We** disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling claims, **we** may have to disclose **your** personal and other information to other parties and service providers such as **our** claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law.

**We** limit the use and disclosure of any personal information provided by **us** to them to the specific purpose for which **we** supplied it.

**We** may disclose **your** personal information to **our** insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities **we** provide to **you**. When **we** transfer **your** information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, **we** will protect the information as described in this Privacy Policy.

If **you** do not provide the personal information requested and/or do not provide **us** with **your** consent to the use and disclosure of **your** personal information as set out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your policy**.

**We** will notify **you** as soon as possible if **your** personal information is involved in a data breach that is likely to result in serious harm to **you**.

If **you** would like a copy of **our** Privacy Policy, would like to seek access to or correct **your** personal information, opt out of receiving materials **we** send, complain about a breach of **your** privacy or **you** have any query on how **your** personal information is collected, stored or used, or any other query relating to **our** handling of **your** personal information, please contact **us**.

This (insurance **policy**) is underwritten by Guild Insurance Limited trading as Acerta (Guild) **ABN 55 004 538 863**. **We** may disclose personal information that **we** collect from **you** to Guild Insurance. For further information on how Guild handles **your** personal information, please refer to Guild Insurance's Privacy Policy, which can be found at [guildinsurance.com.au/help-centre/my-policy](https://guildinsurance.com.au/help-centre/my-policy), or, alternatively, **you** can also request a copy by contacting Guild Insurance via **1800 810 213**.

# Policy Definitions

In this document, application form and **policy schedule**, each word and phrase that is shown in bold type has been given a special meaning. Those meanings are shown below.

**Accident/accidental** means:

A sudden unintended and unforeseen event.

**Act of terrorism** means:

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, or religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Building** means:

The residential investment property situated at **your location**, and includes:

- + domestic outbuildings;
- + **structural improvements**;
- + **fixtures** and **fittings** including fixed wall, ceiling and floor coverings and insulation where **your location** is not located within a strata development.

**Common property** means:

Real property for common usage held under a separate single title and owned by an owner's corporation, body corporate or similar body.

**Contents** means:

Items kept in **your** property for domestic use by **your tenant** including:

- + domestic and antique furniture and furnishings;
- + moveable carpets, drapes, floating timber floors and interior blinds;
- + moveable swimming pools;
- + moveable saunas and spas;
- + wall and floor coverings not fixed to a **building**;
- + portable household goods and electrical equipment;
- + bicycles, surfboards, surf skis, sailboards, kayaks and canoes;
- + computer equipment and licensed software;
- + tools used only for domestic purposes;
- + motorised golf carts, wheelchairs, mobility scooters, lawn mowers, gardening equipment and motor scooters, none of which require registration;
- + **contents** which **you** don't own but for which **you** are legally liable; and
- + **fixtures** and **fittings** installed by **you** or for which **you** are legally liable but which **you** don't own;
- + **fixtures** and **fittings** that **you** own when **your location** is within a strata development.

**contents doesn't mean:**

- + motor vehicles, motorcycles, pee wee bikes, trail bikes, trailers, caravans, aircraft, watercraft and their attached accessories;
- + any item included in the definition of **building**;
- + **electronic data** files and computer records
- + grass, artificial turf, trees, plants, shrubs and landscaping;
- + **pets** or animals of any kind;
- + tools of trade, commercial or retail stock;
- + clothing, jewellery, furs or other personal effects;
- + **fixtures** and **fittings** insured under another **policy**.

**Deliberate damage** means:

Changes made to the property by **tenants** which weren't **accidental**, nor were they committed with spite, malice or vindictiveness.

**Electronic data** means:

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**Electric motor burnout** means:

The breakdown of an electric motor as a result of the electric current flowing through it.

**Endorsement** means:

A written notification given to **you** by **us** that details changes to **your** cover under this **policy**.

**Excess** means:

The amount(s) shown on **your schedule**, or otherwise stated in the **policy** for each applicable section or sub section, that **you** are required to pay or bear as the first payment towards **your** claim.

**Family** means:

Any member of **your family** who permanently or normally resides with **you** including **your** legal or de facto partner.

**Fire** means:

Burning with flames.

**Fixtures and fittings** means:

Any item permanently attached or fixed to a **building** that **you** would not normally take with **you**. This includes, but is not limited to:

- + kitchen cupboards and benchtops;
- + built-in wardrobes;
- + taps and tapware;
- + shower screens, and vinyl and ceramic flooring.



**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.

**Location** means:

Where **your building** or **contents** are located, as shown on **your schedule**.

**Malicious acts or vandalism** means:

Intentional damage to the insured property by the **tenant** which is motivated by spite, malice, or vindictiveness.

**Occurrence** means:

An event or series of events which results in personal injury or property damage neither expected nor intended by **you**. All personal injury or property damage attributable to continuous or repeated exposure to substantially the same general conditions will be deemed to be one **occurrence**.

**Open air** means:

Any area of **your location** that is not fully enclosed by the walls and roof of a **building** and is not capable of being secured by a lock or similar device.

**Period of cover** means:

The period of time shown on **your schedule** for which **we** agree to provide **you** with cover under this **policy**, unless this **policy** is cancelled in which event the **period of cover** will end on the effective date of the cancellation.

**Pet** means:

A domestic animal owned by **your tenant** or kept at **your location**.

**Policy** means:

**Your** contract of insurance with **us** including:

- + this Product Disclosure Statement and **policy** booklet;
- + the **schedule** and the addendum attached to the **schedule**; and
- + any **endorsement**.

**Premium** means:

The amount **you** pay **us** for **your** insurance cover. It includes any compulsory government statutory charges, levies, duties and taxes where applicable.

**Rainwater** means:

rain falling naturally from the sky, including **rainwater** run-off over the surface of the land and including **rainwater** overflowing from **storm** water drains and channels.

**Reletting expenses** mean:

The costs that **your tenant** can be held liable for under their Lease and the relevant Residential Tenancy Act.

**Removal of debris** means:

The clean-up costs associated with damage to a property resulting from an event covered under this **policy**.

**Schedule** means:

The **schedule** issued by **us** containing details of cover specific to **you**, including but not limited to:

- + **your policy** number;
- + the **period of cover**;
- + **your location**;
- + details of the covers **you** have selected; and
- + any **excesses you** are required to pay.

**Storm** means:

Violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

**Structural improvements** means:

Permanent additions to **your** property that add value to the cost of rebuilding or repairing it and include, but are not limited to:

- + clothes lines;
- + paved driveways or paths;
- + masts and aeriels;
- + pergolas and gazebos;
- + in-ground pools;
- + saunas and spas;
- + retaining walls;
- + gates and fences; and
- + wharves, jetties and pontoons not used for commercial purposes.

**Sum insured** means:

The maximum amount **we** will pay under each section or sub-section of this **policy**, other than any additional amount provided for in any relevant additional benefit under any Section. The applicable **sums insured** are shown on **your schedule**.

**Tenant** means:

- + the person(s) named on the current rental agreement;
- + any other person who permanently lives at the **location**.

**We, us, our** means:

Guild Insurance Limited trading as Acerta (Guild)  
**ABN 55 004 538 863** and **AFS Licence No. 233791**,  
of 171 Collins St, Melbourne Victoria 3000

**You, your** means:

The person or persons named on **your** current **schedule** and that person or person's **family**.

# Cover Sections – Your Building

## What’s Covered

If **you** have chosen cover for **your building**, it will be shown in the **schedule**. **We** will cover **your building** at **your location** against **accidental** loss or damage during the **period of cover**. The most **we** will pay for **your building** is the **sum insured** shown in the **schedule** for “**Building sum insured**”.

## Extra Benefits

**You** are also entitled to the following Extra benefits if applicable, which are subject to the exclusions under the heading “What’s not covered” in the table of Extra benefits below, and to the exclusions which apply to all Sections of the **policy**, set out under “What’s not covered under all Sections of this **policy**” on page 18.

**We** will pay any Extra benefit to which **you** are entitled in addition to the **sum insured** for **your building**. If **your building** and **contents** are both covered under **your policy**, any extra benefit which is the same under each of **your building** and **contents** cover, will only be paid once for any one claim for the same loss or damage.

### What’s covered

### What’s not covered

<p><b>Accidental loss or damage caused by tenants</b></p> <p><b>We</b> will pay for <b>accidental</b> loss or damage to <b>your building</b> caused by <b>your tenant</b>. The most <b>we</b> will pay is the <b>sum insured</b> for <b>your building</b>.</p>	
<p><b>Theft, attempted theft or burglary by tenants</b></p> <p><b>We</b> will pay for loss or damage to <b>your building</b> resulting from theft, or attempted theft by <b>your tenant</b>. The most <b>we</b> will pay is 10% of the <b>sum insured</b> for <b>your building</b>.</p>	
<p><b>Malicious acts by tenants</b></p> <p><b>We</b> will pay for loss or damage to <b>your building</b> resulting from <b>malicious acts</b> or <b>vandalism</b> by <b>your tenant</b>. The most <b>we</b> will pay is the <b>sum insured</b> for <b>your building</b>.</p>	
<p><b>Deliberate damage by tenants</b></p> <p><b>We</b> will pay for loss or damage to <b>your building</b> resulting from <b>deliberate damage</b> caused by <b>your tenants</b>. The most <b>we</b> will pay is the <b>sum insured</b> for <b>your building</b>.</p>	
<p><b>Professional fees</b></p> <p>If <b>we</b> have agreed to cover <b>you</b> for a claim under this <b>policy</b> section, <b>we</b> will also pay the reasonable professional fees from architects, consultants, or surveyors engaged in relation to the repair or replacement of the <b>building</b>. The most <b>we</b> will pay is 10% of the <b>sum insured</b> for <b>your building</b>.</p>	
<p><b>Pet damage</b></p> <p>Damage caused by <b>pets</b>. The most <b>we</b> will pay is \$70,000 any one claim.</p>	
<p><b>Removal of debris</b></p> <p>Following a claim under this <b>policy</b> section for which <b>we</b> have agreed to cover <b>you</b>, <b>we</b> will also pay the reasonable cost to demolish <b>your building</b> and remove debris and damaged property. The most <b>we</b> will pay is 10% of the <b>sum insured</b> for <b>your building</b>.</p>	<p>Removal of fallen trees or branches where no damage to <b>your building</b> has occurred.</p>

## What's covered

## What's not covered

<p><b>Authority fees</b></p> <p>Following a claim under this <b>policy</b> section for which <b>we</b> have agreed to cover <b>you</b>, <b>we</b> will also pay the reasonable costs of local authorities for necessary <b>building</b> permits and approvals required from local authorities. The most <b>we</b> will pay is 10% of the <b>sum insured</b> for <b>your building</b>.</p>	
<p><b>Exploratory costs</b></p> <p>Following a claim under this <b>policy</b> section for which <b>we</b> have agreed to cover <b>you</b>, <b>we</b> will also pay the reasonable costs incurred, with <b>our</b> consent (which <b>we</b> will not unreasonably withhold), in locating the cause of the loss or damage. The most <b>we</b> will pay is \$5,000, any one claim.</p>	
<p><b>Locks and keys</b></p> <p><b>We</b> will pay the reasonable cost of rekeying or replacing (whichever is the lesser) locks and cylinders on the external doors and windows for which the keys were intended if the keys to <b>your building</b>:</p> <ul style="list-style-type: none"> <li>+ are stolen; or</li> <li>+ are unable to be located following the eviction of a <b>tenant</b>.</li> </ul> <p>The most <b>we</b> will pay is \$1000 any one claim.</p>	
<p><b>Landscaping, trees, plants and shrubs</b></p> <p>Following a claim under this <b>policy</b> section which <b>we</b> have agreed to cover <b>you</b> for, <b>we</b> will also pay the reasonable costs of replacing at the <b>location</b> up to \$2000:</p> <ul style="list-style-type: none"> <li>+ Landscaping features, such as fountains, ponds, water features and rockwork; and</li> <li>+ In-ground trees, plants and shrubs, lost or damaged in the same event giving rise to the claim.</li> </ul>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>+ the escape of liquid from: <ul style="list-style-type: none"> <li>• any water main or fixed pipe, gutter or guttering, fixed tank or drain, or</li> <li>• a fixed heating or cooling system</li> </ul> </li> <li>+ <b>Flood</b></li> </ul>
<p><b>Loss of metered water or gas</b></p> <p>Following a claim under this <b>policy</b> section for which <b>we</b> have agreed to cover <b>you</b>, <b>we</b> will also reimburse <b>you</b> for costs <b>you</b> become legally liable to pay for loss of metered water or gas. The most <b>we</b> will pay is \$500, any one claim.</p>	
<p><b>Rainwater tank</b></p> <p>If <b>we</b> replace <b>your building</b> following a claim under this <b>policy</b> section for which <b>we</b> have agreed to cover <b>you</b>, <b>we</b> will also pay the reasonable costs to install a <b>rainwater</b> tank. The most <b>we</b> will pay is \$1,500, any one claim.</p>	<p>Any amount covered by a government subsidy or rebate.</p>
<p><b>Solar panels</b></p> <p>If <b>we</b> replace <b>your building</b> following a claim under this <b>policy</b> section for which <b>we</b> have agreed to cover <b>you</b>, <b>we</b> will also pay the reasonable costs to install a solar heating system. The most <b>we</b> will pay is \$2,000, any one claim.</p>	<p>Any amount covered by a government subsidy or rebate.</p>

## What's covered

## What's not covered

<p><b>Mortgage discharge cost</b></p> <p>Following a claim under this <b>policy</b> section for which <b>we</b> have agreed to cover <b>you</b>, if <b>we</b> have paid the full <b>sum insured</b> for <b>your building</b>, <b>we</b> will also pay the reasonable costs associated with the discharge of a mortgage or mortgages on <b>your building</b>. The most <b>we</b> will pay is \$5,000, any one claim.</p>	<p>Interest on <b>your</b> loan.</p>
<p><b>Fumigation costs</b></p> <p><b>We</b> will pay for the costs of fumigating <b>your building</b> following the death of a person in <b>your building</b> during the <b>period of cover</b>. The most <b>we</b> will pay is \$5,000, any one claim.</p>	
<p><b>Tax audit fees</b></p> <p><b>We</b> will pay for reasonable expenses <b>you</b> incur as a result of an investigation or audit conducted by the Australian Tax Office relating to <b>your</b> use of the <b>building</b> as an investment property which <b>you</b> were first notified about during the <b>period of cover</b>. The most <b>we</b> will pay is \$5,000, any one claim.</p>	<ul style="list-style-type: none"> <li>+ any audit fees that relate to a criminal prosecution;</li> <li>+ any fines, penalties, interest or adjustments to tax;</li> <li>+ any fees incurred by someone other than a qualified accountant, registered tax agent or tax consultant.</li> </ul>
<p><b>Regulations and by-laws</b></p> <p>Following a claim under this Section for which <b>we</b> have agreed to cover <b>you</b>, <b>we</b> will also pay the additional costs of complying with changed government or local authority regulations, by-laws or ordinances.</p>	<p>Any costs which relate to undamaged parts of <b>your building</b> or in respect of which <b>you</b> have received notice prior to when the loss or damage occurred</p>
<p><b>Unlawful substances</b></p> <p><b>We</b> will pay for loss or damage to <b>your building</b>, in connection with the manufacture, storage, or distribution from <b>your location</b>, of any 'controlled drug', as defined in the relevant state legislation, by <b>your tenant</b>. The most <b>we</b> will pay is \$70,000 in one <b>period of cover</b> for loss or damage caused by chemical contamination, or the <b>sum insured</b> for <b>your building</b> for loss or damage caused by <b>fire</b> or explosion.</p>	<p>Loss or damage to <b>your building</b> unless <b>you</b>, or <b>your</b> agent, has exercised reasonable care in the selection of <b>tenant(s)</b> by:</p> <ul style="list-style-type: none"> <li>+ obtaining documentation sufficient to establish with reasonable certainty the identity of the intended <b>tenant</b> and their previous tenancy history, in the form of: <ul style="list-style-type: none"> <li>• proof of identity;</li> <li>• references from prior tenancies;</li> <li>• proof of employment; and</li> <li>• pay slips.</li> </ul> </li> <li>+ completing an internal and external inspection of the <b>location</b> at a minimum of bi-annual intervals and upon every change of <b>tenants</b>; and,</li> <li>+ ensuring a written record of the outcome of each inspection is kept and can be provided if <b>we</b> request it.</li> </ul>
<p><b>Electric motor burnout</b></p> <p><b>We</b> will pay for the cost to repair or replace an electric motor that forms part of <b>your building</b> and is burnt out by electric current at <b>your location</b>. The most <b>we</b> will pay is \$2,000 any one claim.</p>	<ul style="list-style-type: none"> <li>+ any part of the machine other than the electric motor</li> <li>+ a replacement motor if one is not available for any reason. In this case <b>we</b> will only pay the value of the motor prior to it burning out or the reasonable costs of repairing the motor, whichever is the least</li> <li>+ any electric motor covered by any warranty or guarantee, or</li> <li>+ loss or damage to any motor that is more than 10 years old</li> </ul>

# Cover Sections – Contents

If **you** have chosen to include this cover it will be shown on **your schedule**.

**We** will cover **accidental** loss or damage to **your contents** whilst contained in **your building** at the **location** during the **period of cover**. The most **we** will pay for **your contents** is the **sum insured** shown in the **schedule** for “**Your contents sum insured**”.

## Extra Benefits

**You** are also entitled to the following Extra benefits if applicable, which are subject to the exclusions under the heading “What’s not covered” in the table of Extra benefits below, and to the exclusions which apply to all Sections of the **policy**, set out under What’s not covered under all Sections of this **policy** on page 18.

**We** will pay any Extra benefit to which **you** are entitled in addition to the **sum insured** for **your building**. If **your building** and **contents** are both covered under **your policy**, any extra benefit which is the same under each of **your building** and **contents** cover, will only be paid once for any one claim for the same loss or damage.

### What’s covered

### What’s not covered

<p><b>Accidental loss or damage caused by tenants</b></p> <p><b>We</b> will pay for <b>accidental</b> loss or damage to <b>your contents</b> caused by <b>your tenant</b>. The most <b>we</b> will pay is the <b>sum insured</b> for <b>your contents</b>.</p>	
<p><b>Theft, attempted theft or burglary by tenants</b></p> <p><b>We</b> will pay for loss or damage to <b>your contents</b> resulting from theft, or attempted theft by <b>your tenant</b>. The most <b>we</b> will pay is the <b>sum insured</b> for <b>your contents</b>.</p>	<p>Theft of <b>contents</b> in the <b>open air</b>, other than as provided for by this extra benefit.</p>
<p><b>Malicious acts by tenants</b></p> <p><b>We</b> will pay for loss or damage to <b>your contents</b> and <b>buildings</b> resulting from <b>malicious acts</b> or <b>vandalism</b> by <b>your tenant</b>. This cover is also provided where <b>buildings</b> are not insured by this <b>policy</b>, as long as <b>you</b> provide <b>us</b> with <b>your building</b> Insurer details. The most <b>we</b> will pay is the <b>sum insured</b> for <b>your contents</b>.</p>	
<p><b>Deliberate damage by tenants</b></p> <p><b>We</b> will pay for loss or damage to <b>your contents</b> and <b>building</b> resulting from <b>deliberate damage</b> caused by <b>your tenants</b>. The most <b>we</b> will pay is the <b>sum insured</b> for <b>your contents</b>.</p>	
<p><b>Removal of debris</b></p> <p>Following a claim under this <b>policy</b> section for which <b>we</b> have agreed to cover <b>you</b>, <b>we</b> will also pay the reasonable cost of removing <b>contents</b> debris and damaged property. The most <b>we</b> will pay is 10% of the <b>sum insured</b> for <b>your contents</b>.</p>	
<p><b>Locks and keys</b></p> <p><b>We</b> will pay the reasonable cost of rekeying or replacing (whichever is the lesser) locks and cylinders on the external doors and windows for which the keys were intended if the keys to <b>your building</b>:</p> <ul style="list-style-type: none"> <li>+ are stolen; or</li> <li>+ are unable to be located following the eviction of a <b>tenant</b>.</li> </ul> <p>The most <b>we</b> will pay is \$1,000 any one claim.</p>	

## What's covered

## What's not covered

<p><b>Temporary repairs</b></p> <p>Following a claim under this <b>policy</b> section for which <b>we</b> have agreed to cover <b>you</b>, <b>we</b> will also pay the cost of temporary repairs and protection necessary to prevent further loss or damage to <b>your</b> property. The most <b>we</b> will pay is reasonable costs.</p>	
<p><b>Fumigation costs</b></p> <p><b>We</b> will pay for the costs of fumigating <b>your building</b> following the death of a person in <b>your building</b> during the <b>period of cover</b>. The most <b>we</b> will pay is \$5,000 any one claim.</p>	
<p><b>Contents in the open air</b></p> <p><b>We</b> will extend the cover provided by this <b>policy</b> to include <b>your contents</b> in the <b>open air</b> at the <b>location</b>. The most <b>we</b> will pay is:</p> <ul style="list-style-type: none"> <li>+ for cash and negotiable instruments - \$50 any one claim;</li> <li>+ for theft claims - \$5,000 any one claim;</li> <li>+ for all other claims - 10% of the <b>sum insured</b> for <b>your contents</b>.</li> </ul>	
<p><b>Tax audit fees</b></p> <p><b>We</b> will pay for reasonable expenses <b>you</b> incur as a result of an investigation or audit conducted by the Australian Tax Office relating to <b>your</b> use of the <b>building</b> as an investment property which <b>you</b> were first notified about during the <b>period of cover</b>. The most <b>we</b> will pay is \$5,000, any one claim.</p>	<ul style="list-style-type: none"> <li>+ any audit fees that relate to a criminal prosecution</li> <li>+ any fines, penalties, interest or adjustments to tax;</li> <li>+ any fees incurred by someone other than;</li> <li>+ a qualified accountant, registered tax agent or tax consultant.</li> </ul>
<p><b>Pet damage</b></p> <p>Damage caused by <b>pets</b>. The most <b>we</b> will pay is \$70,000 any one claim.</p>	
<p><b>Unlawful substances</b></p> <p><b>We</b> will pay for loss or damage to <b>your contents</b>, in connection with the manufacture, storage, or distribution from <b>your location</b>, of any 'controlled drug', as defined in the relevant state legislation, by <b>your tenant</b>. The most <b>we</b> will pay is \$70,000 in one <b>period of cover</b> for loss or damage caused by chemical contamination, or the <b>sum insured</b> for <b>your contents</b> for loss or damage caused by <b>fire</b> or explosion.</p>	<p>Loss or damage to <b>your contents</b> unless <b>you</b>, or <b>your</b> agent, has exercised reasonable care in the selection of <b>tenant(s)</b> by:</p> <ul style="list-style-type: none"> <li>+ obtaining documentation sufficient to establish with reasonable certainty the identity of the intended <b>tenant</b> and their previous tenancy history, in the form of: <ul style="list-style-type: none"> <li>• proof of identity;</li> <li>• references from prior tenancies;</li> <li>• proof of employment; and</li> <li>• pay slips;</li> </ul> </li> <li>+ completing an internal and external inspection of the <b>location</b> at a minimum of bi-annual intervals and upon every change of <b>tenants</b>; and,</li> <li>+ ensuring a written record of the outcome of each inspection is kept and can be provided if <b>we</b> request it.</li> </ul>

What's covered

What's not covered

**Electric motor burnout**

We will pay for the cost to repair or replace an electric motor that forms part of **your contents** and is burnt out by electric current at **your location**. The most we will pay is \$2,000 any one claim.

- + any part of the machine other than the electric motor;
- + a replacement motor if one is not available for any reason. In this case we will only pay the value of the motor prior to it burning out or the reasonable costs of repairing the motor, whichever is the least;
- + any electric motor covered by any warranty or guarantee; or
- + loss or damage to any motor that is more than 10 years old.

# Cover Sections – Loss of Rent

If **you** have chosen to include this cover it will be shown on **your schedule**.

If **your contents** or **buildings** suffer **accidental** loss or damage covered by this **policy**, **we** will pay for loss of rent as set out in the table below.

## Extra Benefits

**We** will pay the following extra benefits, which are subject to the exclusions under the heading “What’s not covered” in the table of Extra benefits below, and to the exclusions which apply to all Sections of the **policy**, set out under What’s not covered under all Sections of this **policy** on page 18.

### What’s covered

#### Loss of rent following insured loss or damage

If **your building** becomes uninhabitable for a minimum of seven (7) consecutive days as a result of damage insured by **your policy**, **we** will pay for the loss of rent until the **building** can be lived in again.

The amount **we** will pay **you** is:

- + the weekly rental payable under the existing rental agreement; or
- + if **your building** was not **tenanted** at the time of the damage, the amount **we** will pay **you** will be based on the rental value of **your building** immediately before the damage occurred.

#### Loss of rent following prevention of access

**We** will pay **you** for **your** loss of rent resulting from:

- + **your tenant** being unable to access **your building** due to damage located in the near vicinity of **your building**; or
- + **your building** becoming uninhabitable at the direction of a government authority due to the outbreak of disease at **your building**.

The most **we** will pay is Fifty-two (52) weeks rent in the aggregate for loss of rent following;

- + insured loss or damage; and/or
- + prevention of access.

for up to a maximum weekly amount as shown on **your schedule**.

#### Reletting expenses

**We** will pay for the reasonable **reletting expenses** that **you** incur with **our** prior written consent (which will not be unreasonably withheld) in **excess** of **your tenant’s** bond once the bond has been exhausted. The most **we** will pay is \$500 in any one **period of cover**.

### What’s not covered

- + loss of rent after **your building** becomes habitable;
- + loss of rent if **your building** was not **tenanted** for the 90 consecutive days immediately prior to the damage;
- + loss of rent arising from or in any way connected with the existence or suspected existence of any infectious disease defined as a listed human disease under the *Biosecurity Act 2015 (Cth)* and subsequent amendments or replacement legislation.

- + loss of rent arising from or in any way connected with the existence or suspected existence of any infectious disease defined as a listed human disease under the *Biosecurity Act 2015 (Cth)* and subsequent amendments or replacement legislation.

Re-letting expenses incurred when no other claim under this **policy** has been accepted.



# Cover Sections – Tenant Default Cover

If **you** have chosen to include this cover it will be shown on **your schedule**. If **your tenant** defaults then **we** will pay loss of rent under **tenant** default cover as set out in the table below.

## What's covered

### Loss of rent following tenant default

**We** will pay for the loss of rent when:

- + **your tenant** defaults on rent payments due under the rental agreement and fails to remedy the default;
- + **your tenant** vacates **your building** before the end of the tenancy period without giving the notice required in the rental agreement;
- + **your tenant** is legally evicted from **your building**;
- + **your** rental agreement is legally terminated by the relevant authority on the grounds of hardship on the part of **your tenant**; or
- + a sole **tenant** dies.

Provided that:

- + the rent was not in arrears at the time this cover first commenced; and
- + a minimum four (4) weeks bond is collected at the beginning of each tenancy agreement.

The most **we** will pay for this benefit is twenty (20) weeks rent up to a maximum of \$17,000, whichever is the lesser, per tenancy.

### Loss of rent following tenant murder or suicide.

The most **we** will pay for this benefit is twenty (20) weeks rent up to a maximum of \$17,000, whichever is the lesser per tenancy or as listed in **your schedule**.

### Loss of rent following tenant eviction

**We** will also pay for loss of rent when **your tenant** refuses to vacate **your building** after being served an order of eviction from a court or tribunal.

The most **we** will pay for this benefit is twenty (20) weeks rent up to a maximum of \$17,000, whichever is the lesser, per tenancy.

### Legal expenses

**We** will pay for the reasonable legal expenses **you** incur with **our** prior written consent (which will not be unreasonably withheld) in minimising **your** loss of rent due to **tenant** default or the legal eviction of a **tenant**. The most **we** will pay for this benefit is \$5,000 any one claim.

### Reletting expenses

**We** will pay for the reasonable **reletting expenses** that **you** incur with **our** prior written consent (which will not be unreasonably withheld) in **excess** of the bond once the bond has been exhausted. The most **we** will pay for this benefit is \$500 in any one **period of cover**.

## What's not covered

- + any loss of rent recoverable from the balance of **your tenant's** bond after the deduction of re-letting expenses;
- + any loss of rent because **you** failed to:
  - rectify a 'Notice of Remedy' breach issued by the **tenant**.
  - take all reasonable steps legally available to **you** to mitigate any loss of rent or evict the **tenant**.
- + any loss of rent during a period in which there was no liability to pay rent under the rental agreement (for example, during a hardship period ordered by a Tribunal, a rent holiday or rent relief **you** give).

Any loss of rent recoverable from **your tenant's** bond

- + **reletting expenses** incurred when no other claim under this **policy** has been accepted;
- + **reletting expenses** that do not exceed the **tenant's** bond.

# Cover Sections – Legal Liability

## What's Covered

If **you** have chosen to include this cover it will be shown on **your schedule**.

**We** will cover **you** for **your** legal liability to pay compensation, in respect of personal injury and/or property damage which happened during the **period of cover** and which was caused by an **occurrence** at the **location** in connection with **your** ownership of the **building** and/or **contents**.

If **we** agree to cover **you** for a claim for legal liability, **we** will also cover **you** for legal costs:

- + incurred with **our** written consent (which will not be unreasonably withheld) in defence of **your** liability; and/or
- + which are awarded against **you**.

The most **we** will pay in respect of any one claim or series of claims arising out of any one **occurrence** including all legal costs covered under this Section is \$20,000,000.

## What's Not Covered Under This Legal Liability Section

**We** will not cover **you** for any claim in respect of:

- + **your** ownership of any **buildings** or land or **contents** other than **your building** or the land or **your contents** at the **location**;
- + the transmission of any disease by **you**;
- + any trade, business, profession, occupation or employment carried on by **you** for reward other than the business of letting property;
- + **your** liability or **your** acceptance of liability arising under the terms of any contract **you** have entered into, unless such liability would have attached to **you** regardless of the existence of the contract;
- + the publication or utterance of any defamatory statement by **you** or on **your** behalf;
- + vibration or interference with the support of land, **buildings** or other property;
- + motorised vehicles (other than garden appliances, bicycles, motorised wheelchairs, mobility scooters and go carts not requiring registration) or registered vehicles;
- + aircraft, aircraft parts or the provision of any facilities for the landing or storing of aircraft;
- + watercraft (other than surfboards, surf skis, sailboards, canoes and kayaks), hovercraft or the provision for commercial purposes of any facilities for the landing or storing of watercraft or hovercraft;
- + the existence of asbestos in any form or quantity;
- + claims for personal injury to, the death of, or the illness of **you**, or any person who lives with **you**;

- + claims for personal injury, death or illness of employees or workers who are covered, or should have been covered, by Workers' Compensation or similar legislation, and who at the time of the **accident** were employed by **you** or by any person living at the **location**;
- + **your** liability as owner of **your building** if **you** have not insured **your building** under this **policy**;
- + **your** liability as owner of **your contents** if **you** have not insured **your contents** under this **policy**;
- + claims brought in a court outside of Australia, or within Australia to enforce a judgment handed down by a court outside of Australia;
- + claims for loss or damage to property belonging to or under the control of:
  - **you**;
  - any employee of **yours**; or
  - any person living with **you**;
- + any fines or penalties, or punitive or exemplary damages;
- + any strata title **building**, provided this exclusion doesn't apply to **your** liability which falls outside of the responsibilities of the body corporate or owner's corporation.

# What's Not Covered Under All Sections of This Policy

These exclusions apply to all Sections of **your policy**. **Your policy** will not cover **you** for any damage, loss or liability caused by, arising from or in connection with any of the following:

## Actions of the sea

The action of the sea, other than tsunami resulting from earthquake.

## Actions of Wildlife, Birds and Pests

The action of any wildlife, wild birds, vermin, pests, termites, moths or insects, including but not limited to eating, clawing, chewing or pecking of any surface.

## Amounts greater than the Sum Insured

any amount greater than the **sum insured** on **your schedule**, except where the benefit is shown as additional to the **sum insured**.

## Application of heat

Any process involving the application of heat.

## Building defects or incorrect siting

- + structural or inherent defects, design faults or faulty workmanship; or
- + incorrect siting of **buildings**.

## Compliance notices

Costs resulting from any compliance notice served by a government or local authority before **your contents** suffered loss or damage.

## Computer virus or hacking

A computer virus or hacking.

## Consequential Loss

Consequential loss of any kind other than as covered under **your** Legal Liability Cover.

## Contaminants and pollutants

The discharge or escape of any contaminant, pollutant or harmful substance unless the discharge or escape was sudden and **accidental**.

## Demolition

Demolition ordered by government or local authority, unless as a result of a claim payable under this **policy**.

## Earth movement

Earth movement, including erosion, landslip, subsidence, mudslide, landslide, hydrostatic pressure, settling, shrinkage or expansion, unless occurring as a result of and within seventy-two (72) hours of an earthquake or tsunami, or **storm**, hail or **rainwater**.

## Electronic data

- + the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**;
- + any error in creating, amending, entering, deleting or using **electronic data**;
- + the total or partial inability or failure to receive, send, access or use **electronic data**.

## Extensions, alterations or renovations

- + any **building** construction, renovation, alteration, addition, repair or decoration which exceeds contract price of \$75,000;
- + extensions or renovations where **you** have not obtained required approval from the relevant local authority.

## Failure to take reasonable care

Any unreasonable failure by **you** or **your** property manager to:

- + take all reasonable steps to protect and maintain **your building** and/or **contents**;
- + fix defects and faults as soon as practicable after **you** or **your** property manager become aware of them.

## Flood

**Flood**, unless it is shown on **your schedule** as included.

## Intentional, malicious or illegal acts

- + any act by **you** or **your family** which a reasonable person would conclude was intended to cause deliberate loss or damage or to incur a liability; or
- + malicious, unlawful or dishonest acts by **you** or **your family** or anyone acting with **your** consent or knowledge.

## Mechanical or electric breakdown

Mechanical, electric or electronic breakdown, failure or malfunction except where an electric motor is burnt out by electric current.

## Network connections

Any costs associated with network connections or plan costs, other than the repair or replacement cost of the item itself.

## Outside of period of cover

Any claim that occurs outside the **period of cover** shown on **your schedule**.

## Radioactivity

- + radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or nuclear installation, reactor, assembly or component thereof;
- + any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- + ionising radiation or contamination by radioactivity from:
  - nuclear fuel;
  - nuclear waste; or
  - the combustion of nuclear fuel.

## Repossession or lawful seizure

The repossession or lawful seizure of **your contents**.

## Rust, wear, tear and gradual deterioration

- + rust, corrosion, mildew, wet or dry rot, fading, mould, rising damp or other signs of failure to keep **your** property in good order and repair; or
- + wear and tear, depreciation, gradual deterioration, lack of maintenance or inherent defect.

## Scratching, denting, chewing, scuffing and chafing by tenants, visitors and pets

Scratching, denting, chipping, rubbing, scuffing, eating, pecking, biting or clawing of any surface by **your tenants**, **your tenant's** children, **your tenant's** visitors, **pets** or visitors' **pets**.

## Storm damage

Loss or damage caused by **storm**, hail or **rainwater** to paved or concrete driveways, paths and outdoor surfaces (including tennis courts) and retaining walls.

## Storms, floods, cyclone, bushfire, tsunamis in the first 48 hours

A named cyclone, **storm**, bushfire or grassfire within forty-eight (48) hours of the commencement of this **policy**, unless this **policy** commenced the day **you** took possession of **your** property, or immediately after another **policy** covering the same property expired without a break in cover.

## Tenant neglect

**Tenant** neglect, poor housekeeping, unhygienic living practices and odours from cigarettes or **pets**.

## Terrorism

Any **act of terrorism** that is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical or nuclear pollution, contamination or explosion.

## Trees or tree roots

- + the action of trees or their roots; or
- + a tree or branch lopped by **you**, or on **your** behalf.

## Unoccupancy

Any loss or damage to **your building** or **contents** if **your building** has been unoccupied with **your** knowledge for a period of ninety (90) or more consecutive days, unless **you** have obtained **our** written consent and paid any additional **premium** required by **us**.

This exclusion will not apply to loss or damage to **your building** or **contents** caused by or arising out of:

- + earthquake;
- + the forceful, sudden and unexpected striking of **your building** or **contents** by another object;
- + riot & civil commotion; or
- + public disturbance.

For the purpose of this exclusion, **your building** is unoccupied if at the time of the loss or damage:

- + it is not sufficiently furnished to be lived in;
- + not connected to electric power; and
- + **you**, **your tenant** or someone nominated by **you** has not stayed in **your building** for two (2) or more consecutive nights on at least one (1) occasion in a ninety (90) day period.

## War, revolution or invasion

War, revolution, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion or insurrection.

## Water damage

Water seeping, percolating through walls, roofs or floors or otherwise entering **your building**:

- + as a result of:
  - **your** failure to perform adequate maintenance on **your building**;
  - a faulty design or structural defect in **your building**; or
  - faulty workmanship.
- + through the earth; or
- + through any opening made for the purpose of repairs or alterations to **your building**, unless the loss or damage was caused by the negligence of someone other than **you**.

# General Conditions Applicable to this Policy

There are conditions set out in this General Conditions Applicable to this **policy**, in the Claims Procedures Applicable to this **policy** section and under each particular cover and Section. When making a claim, **you** must have met and then continue to comply with the conditions of **your policy**.

If **you**, or someone covered under **your policy**, do not meet these conditions or make a fraudulent claim **we** may:

- + refuse to pay **your** claim; or
- + adjust what **we** pay for **your** claim; or
- + cancel **your policy**.

The course of action **we** take when **you** fail to follow a condition will be considered in each circumstance based on what impact or effect **your** failure to comply caused or contributed to the claim or **our** decision to issue **your policy**.

## Cancellation

By **you** – **you** may cancel this **policy** at any time by giving **us** written notice.

By **us** – **we** may cancel this **policy** in accordance with the *Insurance Contracts Act 1984*. If **you** have paid **your premium** in full, **we** will retain an amount that represents the period **you** were insured by **us** and refund the balance. This amount will be calculated from the date of cancellation. If **you** pay **your premium** by instalments, **you** must pay **us** any instalments that are unpaid at the effective date of cancellation.

## Defence and Settlement of Claims

**We** may represent or defend **you** or any person entitled to cover under this **policy** in respect of legal liability at any inquest or inquiry, or in any court action or proceedings.

Where **we** do not agree that a Claim against **you** should be defended, neither of **us** will be required to defend such Claim, unless advised to do so by mutually agreed Senior Counsel.

If **we** cannot agree on Senior Counsel, **we** will seek a nomination from the President of the Law Society of the State or Territory in which this **policy** has been issued. The cost of the advice will be paid by **us** as part of **your** Cover for Defence Costs or Legal Costs.

In deciding whether or not to defend a claim, Senior Counsel will consider the following factors:

- + the likely cost of defending the claim;
- + the prospects of successfully defending the claim;
- + the economics of the matter;
- + the likely awards or damages; and
- + the likely costs recovered from the third party.

If on the advice of Senior Counsel **we** recommend settlement of a Claim made against **you** and **you** choose to progress defence of the matter, any further defence will be at **your** own cost and **we** will only be liable for:

- + the amount for which Senior Counsel advises the matter could reasonably have been settled; and
- + defence or legal costs incurred up to the time **we** recommended settlement.

## Hazardous Goods

If **you** are storing hazardous goods or substances in **your building** or at the **location**, **you** must comply with all applicable laws and regulations.

## Defence and Settlement

**We** may represent or defend **you** or any person entitled to cover under this **policy** in respect of legal liability at any inquest or inquiry, or in any court action or proceedings.

## Protection of Property

**You** must do everything **you** reasonably can to safeguard **your building** and **contents** from damage, maintain them in good condition and minimise the risk of injury or damage from them. This includes but is not limited to compliance with all laws, by-laws and statutory regulations.

## Reinstatement of Your Sums Insured Following a Claim

Where there is loss or damage to **your building** or **your contents**, and a claim is paid by **us**, the **sum insured** will be automatically reinstated without payment of an additional **premium**, unless the claim is for a total loss. If **we** pay the full **sum insured** for **your building** or **contents** then cover under those Sections comes to an end.

If the claim is for a total loss of **your building** and/or **contents** and **we** have paid **you** the **sum insured** then cover for **your building** and/or **contents** will end but legal liability cover will remain in force until the expiry date of **your policy**.

# Making a Claim

This Section describes what **you** must do, as well as conditions that apply when **you** make a claim, and at the time loss damage or injury occurs which is likely to give rise to a claim.

If **you** don't follow these procedures, **we** may refuse **your** claim or reduce the amount **we** pay **you**.

- + When loss or damage occurs, **you** must:
  - a. take all reasonable steps to reduce the loss or damage and to prevent further damage;
  - b. as soon as reasonably possible, make a full report to the Police if:
    - I. **you** know or suspect that property has been stolen;
    - II. someone has broken into **your building**; or
    - III. someone has caused malicious damage to **your** property, and give them a list of items damaged, stolen or lost.
  - c. **you** will need to give **us**:
    - I. the name of the police officer;
    - II. the station reported to;
    - III. the date reported; and
    - IV. a copy of the police report number.
  - d. not make any admission of liability, offer, promise or payment in connection with any event;
  - e. promptly inform **us** by telephone or in person;
  - f. preserve any damaged property and make it available for inspection by **our** representative or agent (including a loss adjuster) at a reasonable time and place. If **we** require **you** to deliver the damaged property to **us**, **we** will pay the costs of doing so;
  - g. not wash, clean or remove debris from an area damaged by **fire** unless **we** have agreed for **you** to do so;
  - h. apart from emergency repairs necessary to prevent or minimise further damage, not authorise the repair or replacement of anything without **our** agreement (which will not be unreasonably withheld).
- + If **you** want to make a claim **you** must:
  - a. fill in **our** claim form if **we** require **you** to do so;
  - b. return it to **us** within 30 days (or such other reasonable time as **we** agree) of the event that gave rise to the claim;
  - c. give **us** all the information and documentation **we** reasonably request, and which is relevant to the claim. If **we** ask for it, **you** must provide **us** with a statutory declaration verifying the truth of **your** claim and any matters connected with it.

Some proof of ownership documents which may be acceptable are listed below:

- I. sales receipts or accounts (originals or duplicates) showing the date, purchase price, a description of items purchased and place of purchase;
  - II. credit card statements or bank statements showing the purchase transaction details;
  - III. model and serial numbers of the lost or damaged property;
  - IV. instruction booklets and owner's manuals;
  - V. valuations;
  - VI. builder's, electrician's or other relevant tradesman's reports detailing the loss or damage;
  - VII. photos clearly showing the items damaged.
- d. as soon as reasonably possible, send **us** any court document or other communication **you** receive about the claim. Don't take any action **yourself** or ask anyone else to do so on **your** behalf.
- + **Tenant** default claims

If **you** make a **tenant** default claim, **we** may also require some or all of the following information:

  - a. completed claim form;
  - b. reason for default, and the period claimed for (e.g. 01/05/2021 – 19/05/2021)
  - c. tenancy tribunal documents
  - d. old tenancy agreement
  - e. new tenancy agreement
  - f. rent ledger
  - g. bond refund form
  - h. invoices to support that the bond has been exhausted
  - i. copy of any correspondence to **tenant** advising rent is late/due/notice to vacate
  - j. Bank account details: Account name, BSB & Account number
- + Proceedings and negotiations
  - a. **we** control all claims, but will consult with **you** where appropriate;
  - b. **we** require that **you** give **us** all information and assistance **we** may need:
    - I. to settle or defend claims; or
    - II. to recover from others any amount **we** have paid for a claim.

c. **you** must allow **us** to:

- I. settle or defend claims on **your** behalf; and
- II. take legal action in **your** name against another person to recover any payment **we** have made on a claim.

+ **Paying your excess**

When **you** make a claim under **your policy**, **you** may be required to pay an **excess**. The amount of each applicable **excess** is shown on **your schedule**. The **excess** is only applied once per event, even if **you** claim under more than one section. **You** do not have to pay the **excess** when **you** make a claim, however **you** will have to pay the **excess** before **we** will pay any money in relation to **your** claim.

# How We Pay Claims

## How we Pay a Claim for Your Building

### Repair or replacement

Where **we** pay a claim for **your building**, **we** will do one of the following:

- + repair the damaged portion of **your building**;
- + replace **your building** using new materials;
- + pay **you** the amount it would have cost to repair or replace **your building**, provided that **you** could have it repaired or replaced for the same amount as it would have cost **us**.

The choice **we** make will have regard for any preference **you** may have.

### Cash settlement

When **we** have offered to repair or reinstate **your building**, **you** may request that **we** pay **you** a cash settlement. **we** may decline **your** request however, **we** will not unreasonably do so.

### Matching building materials

Where **we** repair **your building** **we** will try to return **your building** to the same condition as when new, or when last renovated by matching **building** materials as far as **we** can.

Where **we** cannot achieve an exact match, **we** will use materials that match the damaged or lost materials as near as possible. **We** will only do this to the area where the loss or damage occurred.

**We** will not pay for matching **building** materials in order to create a uniform effect throughout **your building**.

### Unreasonable delay

**We** will not pay for any additional or increase in costs due to **your** unreasonable delay in the commencement of repairs to **your building** or rebuilding **your building**.

### Building rebuilt at another address

If **we** agree to replace **your building** following loss or damage insured by this **policy**, **you** may do so to **your** specifications at **your location** or another place **you** choose.

**We** will not pay for any amount in **excess** of the amount **we** would pay if the change of **location** or specifications had not occurred.

## How we Pay a Claim for Your Contents

### Repair or replacement

Where **we** pay a claim for **your contents**, **we** will choose to do one of the following:

- + repair **your contents**;
- + replace **your contents** with new items;
- + pay **you** the amount it would have cost to repair or replace **your contents** provided that **you** could have them repaired or replaced for the same amount as it would have cost **us**.

### Cash settlement

When **we** have offered to repair or replace **your contents**, **you** may request that **we** pay **you** a cash settlement. **We** may decline **your** request however, **we** will not unreasonably do so.

### Carpets or internal window furnishings

When **we** repair or replace **your** carpets or internal window furnishings, **we** will only pay for the repair or replacement in the room or rooms where the loss or damage occurred.

**We** will not pay for matching carpets or internal window furnishings to create a uniform effect throughout **your building**.

### How we pay a claim for loss of rent

**We** will pay for loss of rent for the period shown on **your schedule** where there is damage covered under this **policy** and the **building** is uninhabitable.

### How we pay tenant default claims

**We** will pay for loss of rent for the period shown on **your schedule** where the **tenant** is in breach of the lease agreement and the lease has been terminated in accordance with State Legislation.

Once **we** receive all the information relevant to **your** claim, **we** will calculate the amount covered as follows:

#### + Fixed term lease agreement

Loss of rent is payable from the date the **tenant** has defaulted in their payments until the end of the fixed term lease agreement or until a day before a new **tenant** is due to move in, whichever is sooner.

Please note that the loss of rent is payable up to a maximum as shown on **your schedule**.



### **Periodic lease agreement**

Loss of rent is payable from the date the **tenant** has defaulted on their payments until the day they vacate the property plus the number of days they are required to give as notice depending on the Residential Tenancy Act of each state.

Please note that the loss of rent is payable up to a maximum as shown on **your schedule**.

### **Bond deduction**

**You** may use the **tenant's** bond to pay for costs **you** are entitled to deduct under the terms of **your** rental agreement. This may include:

- + unpaid water invoices;
- + re-letting fees;
- + advertising costs;
- + cleaning and steam cleaning costs;
- + rubbish removal;
- + repairs/maintenance;
- + tribunal costs;
- + garden tidy up.

**You** are required to provide **us** with receipts for any such costs.

The balance of the **tenant's** bond after allowable bond deductions will form the first part of any loss of rent claim.

Once the bond has been fully utilised the loss of rent claim begins.

Allowable bond expenses over and above bond monies (exhausting the bond in full) are not covered under this **policy**.

The difference in any reduced rental amount received to re-let the property or to adapt to the changing market conditions is consequential loss and is not a legitimate bond deduction\

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