



# Landlord Property Protection Plus

Product Disclosure Statement (PDS)



- Overview of Insurance Cover
- General Definitions
- Cover Options
- General Exclusions
- General Conditions
- Claims Settlement and Procedure

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## Overview of insurance cover

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# About this Document

Effective date: 01/04/2024 for new policies and 13/05/2024 for renewals

## Overview

This document includes information about our Landlord Property Protection Plus cover, which is designed for a property which is a full time domestic rental.

## Your insurance contract

When you buy this insurance product, we enter into a contract with you (this contract is your Policy), which is made up of:

- this Product Disclosure Statement (PDS) and Policy Wording (which describes the insurance cover provided under your Policy in detail);
- your Certificate of Insurance (which sets out the cover you have chosen and any terms specific to you); and
- any Endorsements or notice we give you in writing.

Each of these documents is a Policy Document.

You must read the Policy Documents carefully and ensure that you fully understand the terms of the insurance cover provided under your Policy, including the interests and amounts insured. If any of these things are not in accordance with your requirements or you are in doubt as to the meaning or the potential impact of the Policy Documents, please contact SGUA, your broker or a financial advisor for assistance.

Please keep your Policy Documents, together with any receipts and other evidence of ownership and value of items insured under your Policy, in a safe place.

## Currency

All amounts shown on the Policy are in Australian dollars (\$).

## Governance

Reference to any Act, statute or statutory instrument shall include modifications or replacements.

# About SGUA and the Insurer

## Who issues the Policy?

The Proplab Group Pty Ltd trading as St George Underwriting Agency (ABN 59 009 357 582, AFSL 236663 (SGUA) arranges this insurance as an agent of the insurer and not as an agent for you.

SGUA holds a binding authority with the insurer, which allows SGUA to arrange, issue and distribute this insurance on behalf of the insurer and to deal with or settle claims on the insurer's behalf.

You can contact SGUA by:

Mail: PO Box 8022, Cloisters Square PO, WA 6850  
Phone: 1300 697 482, or  
Email: [insurance@sgua.com.au](mailto:insurance@sgua.com.au)

## About the insurer

This insurance is underwritten by Certain Underwriters at Lloyd's. This document and the Policy Schedule are issued by SGUA under a binding arrangement on behalf of Certain Underwriters at Lloyd's.

## Who is the insured?

The person(s) insured under this Policy is identified by the name and/or Policy number set out in your Certificate of Insurance.

## General information only

The information contained in this document is general in nature. It does not take into account your personal objectives, financial situation or needs. Because of this, you should read the Policy Documents carefully to determine whether this Policy is right for you.

If you require personal advice, we recommend that you seek advice from an insurance broker or financial advisor before making the decision to purchase, vary or cancel your insurance.

### Words with special meanings

Certain words and phrases have special meaning when they appear in this document. Refer to the General Definitions (which start on page 19) for a list of the defined terms and their meaning.

### Insurance is a consumer insurance contract

This insurance is a consumer insurance contract for the purposes of the Insurance Contracts Act(Cth) (Insurance Contracts Act).



# Landlord Property Protection Plus Overview

## About this insurance

This Policy is designed to cover your investment property for Accidental physical loss or Damage helping to protect your investment against financial loss and providing you peace of mind.

## Cover available

Here is a summary of the significant features and benefits of our Landlord Property Protection Plus Policy. Further details about the terms that apply to a Policy, including the conditions, exclusions and limits that apply to insurance cover are set out in the Policy Documents.

Before making a decision about this insurance, please read and consider the Policy Documents, including the General Definitions (which start on page 19), General Exclusions (which start on page 49), and General Conditions (which start on page 52) and your Certificate of Insurance.

## Type of Cover

## Maximum Limit

### Building (Section 1 of the Policy)

■ <b>Accidental physical loss or Damage to your Building</b>	The Sum Insured for your Building except for fences and gates located at your Risk Address.  The most we will pay for Damage to any fences or gates located at your Risk Address is \$20,000 per Claim.
■ <b>Theft, attempted theft or burglary</b>	Up to 10% of the Sum Insured for your Building
■ <b>Removal of Debris</b>	Up to 10% of the Sum Insured for your Building in addition to the Sum Insured for your Building
■ <b>Professional and Authority Fees</b>	\$30,000 per Claim in addition to your Sum Insured or up to 10% of the Sum Insured for your Building, whichever is the lesser.
■ <b>Exploratory Costs</b>	Up to \$5,000
■ <b>Locks and Keys</b>	Up to \$1,000
■ <b>Landscaping, trees, plants and shrubs</b>	Up to \$2,000
■ <b>Temporary repairs</b>	Reasonable costs to prevent further physical loss or Damage
■ <b>Loss of metered water or gas</b>	Up to \$500
■ <b>Rainwater tank</b>	Up to \$1,500
■ <b>Solar Panels</b>	Up to \$2,000
■ <b>Mortgage Discharge Costs</b>	Up to \$5,000
■ <b>Tax Audit Fees</b>	Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)
■ <b>Fumigation Costs</b>	Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)
■ <b>Legal Expenses</b>	Up to \$7,500 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, Damage and theft by Tenant cover or Tenant Default cover)
■ <b>Electric Motor Burnout</b>	Motor replacement up to 15 years of age
■ <b>Production of controlled drugs – clean up and repair of Damage caused by controlled drug activity</b>	Up to \$60,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)



Type of Cover	Maximum Limit
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### Contents (Section 2 of the Policy)

■ <b>Accidental physical loss or Damage to your Contents</b>	Up to the Sum Insured for your Contents
■ <b>Theft, attempted theft or burglary</b>	Up to the Sum Insured for your Contents
■ <b>Removal of Debris</b>	Up to 10% of the Sum Insured (in addition to the Sum Insured for the Contents)
■ <b>Temporary Repairs</b>	Reasonable costs to prevent further physical loss or Damage
■ <b>Tax audit fees</b>	Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)
■ <b>Fumigation costs</b>	Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)
■ <b>Electric Motor Burnout</b>	Motor replacement up to 15 years of age
■ <b>Legal Expenses</b>	Up to \$7,500 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, Damage and theft by Tenant cover or Tenant Default cover)
■ <b>Production of controlled drugs – clean up and repair of Damage caused by controlled drug activity</b>	Up to \$60,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)

Type of Cover	Maximum Limit
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### Legal Liability (Section 3 of the Policy)

■ <b>Legal liability to pay for personal injury or Property Damage in connection with your ownership of your Building and/or Contents</b>	Up to \$20 million. (This is the total combined limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)
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Type of Cover	Maximum Limit
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### Loss of Rent (Section 4 of the Policy)

■ <b>Loss of rent as a result of Damage that is insured by and accepted under your Policy and your Risk Address becomes Uninhabitable for more than 7 days</b>	Up to 52 weeks rent, up to a maximum of \$1,250 per week or as otherwise listed on your Certificate of Insurance
■ <b>Prevention of Access</b>	Up to 52 weeks rent, up to a maximum of \$1,250 per week or as otherwise listed on your Certificate of Insurance

**Type of Cover****Maximum Limit****Damage or theft by Tenants** (Section 5 of the Policy)

■ <b>Deliberate Damage by Tenants</b>	Up to the Sum Insured for your Building Up to \$70,000 for your Contents
■ <b>Damage by Pets</b>	Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)
■ <b>Theft by Tenants</b>	Up to the Sum Insured for your Building Up to \$70,000 for your Contents
■ <b>Legal Expenses</b>	Up to \$7,500 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, Damage and theft by Tenant cover or Tenant Default cover).
■ <b>Garbage Removal</b>	Up to \$500 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)

**Type of Cover****Maximum Limit****Tenant Default** (Section 6 of the Policy)

■ <b>Tenant default – Departure without notice and/or payment</b>	Up to 20 weeks rent up to a maximum of \$1,250 per week or as otherwise listed on your Certificate of Insurance
■ <b>Tenant default – court, tribunal or relevant authority ordered termination</b>	Up to 20 weeks rent up to a maximum of \$1,250 per week or as otherwise listed on your Certificate of Insurance. Up to \$1,000 for the cost of re-keying locks following a court, tribunal or relevant authority ordered termination
■ <b>Tenant default – Death, murder or suicide (or attempted murder or suicide)</b>	Up to 26 weeks rent up to a maximum of \$1,250 per week or as otherwise listed on your Certificate of Insurance
■ <b>Tenant default – Financial Hardship</b>	Up to 12 weeks rent up to a maximum of \$1,250 per week or as otherwise listed on your Certificate of Insurance
■ <b>Tenant default – Domestic Violence</b>	Up to 20 weeks rent up to a maximum of \$1,250 per week or as otherwise listed on your Certificate of Insurance
■ <b>Legal Expenses</b>	Up to \$7,500 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, Damage and theft by Tenant cover or Tenant Default cover)
■ <b>Garbage removal</b>	Up to \$500 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)
■ <b>Re-letting Fees</b>	Up to \$500

# Your duty to take reasonable care not to make a misrepresentation

Before you enter into any Policy with us, certain duties apply to you under the Insurance Contracts Act (Insurance Contracts Act). The Insurance Contracts Act imposes a duty that applies until the contract of insurance is entered into (or varied, renewed, extended or reinstated).

## Your duty when you enter into a contract of insurance with us for the first time

When you answer our questions that are relevant to our decision about whether to accept the risk of insurance and, if so, on what terms, you must take reasonable care not to make a misrepresentation to us before the insurance contract is entered into.

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the contract of insurance.

## Your duty when you vary, renew, extend or reinstate the contract of insurance

When you are proposing to renew, vary, extend or reinstate your Policy with us we may ask you to answer questions that are relevant to our decision whether to accept the risk of insurance and, if so, on what terms. Your duty is to take reasonable care not to make a misrepresentation to us before the insurance contract is varied, renewed, extended or reinstated.

We may also give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this:

- you must tell us about any change (if you do not tell us about a change, you will be taken to have told us that there is no change); or
- tell us that there is no change.

## What is taken into account to determine whether you have taken reasonable care

Whether you have taken reasonable care not to make a misrepresentation will be determined with regard to all relevant circumstances, including:

- the product type and its target market;
- explanatory material or publicity produced or authorised by us;
- how clear, and how specific any questions we asked were and how clearly we communicated to you the importance of answering those questions, and the possible consequences of failing to do so;
- whether or not an agent was acting for you;
- whether the contract was a new contract or was being renewed, extended, varied or reinstated;
- any particular characteristics or circumstances relating to you which we are aware or ought reasonably to have been aware of.

Any misrepresentation made fraudulently is a breach of your duty.

## Who needs to tell us?

This duty applies to you and everyone that is insured under the contract of insurance.

## If you do not tell us

If you, or anyone insured under your Policy, fails to comply with this duty, we may be entitled to reduce our liability under your contract of insurance in respect of a claim, cancel the contract or both. If the non-disclosure is fraudulent, we may also have the option of treating your contract of insurance as if it never existed.

## Duty of Good Faith

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any Claim and/or the continuation of the insurance contract.

# Applying for Landlord Property Protection Plus

When you apply for this insurance, you will need to complete an Application form. We will use and rely upon the information supplied on that form to decide the terms of cover that we will provide.

If we accept your Application for insurance, you pay us the premium and we will provide you with the cover you have chosen. This is based on the terms contained in your Policy Documents.

The Certificate of Insurance will show important information relevant to your insurance including the Period of Insurance, your premium, details of your insured Risk Address, the Excess(es) that will apply to you and others, and whether any standard Policy terms have been varied by way of Endorsement.

## **Your cooling off rights**

If you buy this Policy and change your mind, you can ask us to cancel your Policy within 14 days from the date cover originally commenced.

Provided that you have not made a Claim or an event has not occurred that could give rise to a Claim under your Policy, we will refund your premium. (We may deduct from your refund any government taxes or duties we cannot recover.) When your cooling off period ends, you retain cancellation rights (see the General Conditions which start on page 52 for details of the Refund Policy).



# The Cost of your Insurance

We calculate your premium after taking into account a variety of factors that we have determined impact the risks in providing insurance to you – the higher your risk profile, the higher your premium.

The following table is a guide on how these factors combine together and may influence our assessment of your risk profile and therefore, your premium.

Premium may be:		
Factor	Lower	Higher
The postcode where your Building and/or Contents are located	Lower risk postcode	Higher risk postcode
The amount you choose to insure your Building and/or your Contents for	Lower Sum Insured	Higher Sum Insured
Types of covers selected for your Policy	Both Building Cover and Contents Cover	Building Cover or Contents Cover only
The age of your Building	Lower Age	Higher Age
The construction type of your Building	Brick	Non Brick
The security of your Building	Approved alarm system	Poor Security
The amount of your Excess	A higher standard Excess is selected	A higher standard Excess is not selected

The premiums payable by you are subject to applicable Commonwealth and State taxes and charges such as the goods and services tax (**GST**), stamp duty, emergency services levy (where applicable) and SGUA's administration fee. The amounts will be shown in your Certificate of Insurance.

# Making a Claim

If you wish to make a Claim under this Policy you can contact SGUA by calling 1300 697 482 or online at [www.sgua.com.au/submit-a-claim](http://www.sgua.com.au/submit-a-claim).

Further information about the steps involved in making a Claim and how we handle Claims is set out in the Claims Settlement section (which start on page 56).

## Excesses

### Standard Excesses

When you make a Claim, you will be required to pay or bear the standard Excess selected for your cover. These amounts will be clearly documented in your Certificate of Insurance. A standard Excess applies to each and every Claim that is accepted, unless stated otherwise.

### Additional Fixed Excesses

The following Excesses apply in addition to your standard Excess as shown on your Certificate of Insurance. When you make a Claim under the following cover, the following additional Excess will apply per Claim.

Claim Type	Excess that Applies In addition to the standard Excess shown in your Certificate of Insurance
<b>Accidental Damage by a Third Party other than your Tenant.</b>	\$250 per Claim
<b>Accidental Damage by Tenant including Damage by Pets</b>	\$250 per Claim
<b>Theft by Tenant</b>	\$250 per Claim
<b>Earthquake, Named Cyclone, tsunami or volcanic eruption:</b> In the event of an Earthquake, Named Cyclone, tsunami or volcanic eruption	\$5,000 per Claim
<b>Flood:</b> In the event of a Flood	\$500 per Claim
<b>Electric Motor Burnout</b>	\$300 per Claim
<b>Unoccupancy for up to 90 days:</b> Where an event giving rise to a Claim for Deliberate Damage or Theft occurs during the first 90 days the Risk Address is unoccupied	\$500 per Claim
<b>Unoccupancy over 90 days:</b> Where an event giving rise to a Claim occurs whilst the Risk Address is unoccupied for more than 90 days but less than 180 days	\$1,000 per Claim
<b>Unoccupancy over 180 days:</b> Where an event giving rise to a Claim occurs whilst the Risk Address is unoccupied for more than 180 days	\$2,500 per Claim
<b>Tenant Damage and Tenant Default where the Risk Address is self-managed</b>	An amount equal to one weeks' Rent for Tenant Default and one weeks' Rent for Tenant Damage claims

### Underinsurance

It is your responsibility to ensure that the nominated Sums Insured are adequate. You should continue to reassess these Sums Insured during the currency of the Policy and prior to renewal each year.

### Unoccupancy

If you do not inform us of the Risk Address being unoccupied for a period of more than 90 days and we have not agreed to the unoccupancy period in writing, your cover will be limited to: Earthquake, Named Cyclone, tsunami and volcanic eruption, Flood, Storm, Impact Damage, Riot and Electric Motor Burnout, for Section 1: Buildings and/ or Section 2: Contents.

# Renewal Procedure

We may offer to renew your Policy by providing a renewal invitation to you at least 14 days before the renewal date. The renewal invitation will include any new information you have told us, amounts payable by you for the new Period of Insurance (including premium, fees and excesses applicable) and how payments are to be made.

It is important that you check the information shown on your renewal invitation before renewing each year to satisfy yourself that the details are correct and remain relevant. If any information is incorrect, incomplete, is no longer relevant or you need to disclose any further information to us, please call us at least 2 business days prior to the renewal date.

If you accept the renewal offer you do not have to do anything. We will automatically renew on those terms and if you have automatic payments set up, we will deduct/charge the renewal premium from your nominated account/credit card. Your renewal invitation will tell you if you have automatic payments set up and will include instructions on how you can make payments where you do not have automatic payments set up.

If you do not want to renew your Policy, please call us at least 2 business days prior to the renewal date.

If we decide that we will not offer to renew your Policy, we will send you a notice telling you about our decision and provide information about other insurers who are members of the Insurance Council of Australia.

# Privacy Statement

This Privacy Statement describes how we collect, use, handle and disclose your personal information. It also describes the matters to which you give your consent when applying for a Policy.

Personal information we collect will be handled in accordance with our Privacy Policy (available at [www.sgua.com.au](http://www.sgua.com.au)) and the Privacy Act (Cth) (Privacy Act). Our Privacy Policy includes information about your right to access and seek correction of the personal information we hold about you and how you may do this, how you may make a complaint about a breach of your privacy rights, and how we deal with complaints.

## Collection and use of your personal information

We usually collect personal information from you. In some circumstances, we may collect your personal information from another person or another source – we usually only do this where it is unreasonable or impracticable for us to collect it directly from you or you would expect us to collect the information from the nominated third party. For example, where you authorise a representative (e.g. an insurance broker, a legal services provider or an agent providing services) to deal with us on your behalf.

You agree that your personal information may be collected, held, and used by us for the purpose of providing our services to you, including offering and assessing an Application for a Policy, and providing, managing and/or administering any Policy subsequently provided to you.

In addition, you agree that your personal information may be collected, held and used for the purposes of corresponding with you, managing any Claims you make and services we provide you, executing your instructions, managing our relationship with you, complying with legislative and regulatory requirements, for internal purposes (including risk management, underwriting and pricing, quality assurance and training purposes), collecting payments, responding to your enquiries, marketing our services and understanding services you may be interested in receiving (we may do this by calling you or sending you direct mail, such as by email to your email address) and other purposes identified at the time of collecting your information.

## Consequences if information is not provided

If you do not provide us with the information we need, we will be unable to consider your Application for insurance, administer your Policy or manage any Claim under your Policy.

## Disclosure of your personal information

You agree that we may disclose your personal information:

- to SGUA;
- to our external service providers and contractors (such as any mail house, commercial agent or entities engaged by us to carry out certain business activities on our behalf, such as loss assessors, claims investigators, insurance reference bureaux, underwriters and re-insurers, lead generators, data analysts, claims reference providers, hospitals, medical and health professionals and information technology service providers);
- to our related entities, assignees, agents and external advisers (such as legal and other professional advisers);
- to any other person we consider necessary to execute your instructions;
- to any financial institution to or from which a payment is made in relation to any Policy you have; or
- in accordance with any consent you give or where disclosure is authorised or compelled by law (for example, to law enforcement, regulatory, government and dispute resolution bodies).

## Transfer of personal information overseas

You agree that we may disclose your information to recipients located overseas, including the USA, Canada, Bermuda, Europe (including the United Kingdom), Singapore, Malaysia, Hong Kong and India where there is a proper purpose for doing so.

## Information about another person

If you provide information about any other person, you agree to tell them that you are providing their information to us, of our contact details in this document, the reason you are providing their information, the fact that we have collected personal information from you and of the contents of this Privacy Statement.



# Other Things to Note

## We confirm transactions

You can ask us to confirm any transaction under your insurance by contacting us.

## Updating this product disclosure statement

We may update this PDS from time to time when changes occur, where required to or when permitted by law. We will provide you with a new PDS or a supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes. You can get a paper copy free of any charge by contacting us using the contact details provided on the back cover of this document.

## How you can make a complaint and how they are handled

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact SGUA in the first instance:

- calling us on 1300 697 482; or
- visiting our website at [www.sgua.com.au](http://www.sgua.com.au)

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited  
 Email: [idaustralia@lloyds.com](mailto:idaustralia@lloyds.com)  
 Telephone: (02) 8298 0783  
 Post: Level 32, 225 George Street, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678  
 Email: [info@afca.org.au](mailto:info@afca.org.au)  
 Post: GPO Box 3 Melbourne VIC 3001  
 Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

- i. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- ii. any summons notice or process to be served upon the Underwriters may be served upon: Lloyd's Underwriters' General Representative in Australia Suite 1603 Level 16 1 Macquarie Place Sydney NSW 2000 who has authority to accept service on the Underwriters' behalf;
- iii. if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.
- iv. In the event of a claim arising under this Insurance notice should be given as soon as possible to SGUA.

## GST and taxation

GST refers to the goods and services tax which is the subject of A New Tax System (Goods and Services Tax) Act 1999.

The premium on this Policy includes an amount for GST and if we pay a Claim, your GST status may determine the amount to be paid on the Claim.

You must advise us if you are registered, or required to be registered, for GST purposes, and you must when requested tell us what your entitlement to input tax credits (ITCs) is for your insurance premium.

# Other Things to Note (continued)

## **GST and taxation (continued)**

When determining the amount to be paid for a Claim under this Policy, any payment or supply we make to you for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for your Claim will be calculated on the GST inclusive cost of your Claim.

In calculating such payment, we are entitled to reduce it by any ITC to which you are, or would be, entitled:

- for the acquisition of such goods, services or other supply; or
- if the payment had been used to acquire such goods, services or other supply.

However, the total of all payments we make will not exceed the Sum Insured, limit or sub limit of liability, or other monetary limitation imposed or created by the Policy.

The Sum(s) Insured, limits and/or sub limits of liability, or any other monetary limitations are inclusive of any taxes, levies, duties or charges that the payment would be affected by or subject to.

If you make a Claim and we are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because you have not provided your ABN where required to do so), the amount withheld will be treated as forming part of the Claim payment paid under this Policy (even though you have not received the withheld amount).

## **General Insurance Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

## **Several Liability Notice**

The subscribing insurer's obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for reason does not satisfy all or part of its obligations.

## **Notices and communications with you**

Our communications with you about this Policy, initiated by us are digital. By asking us to provide financial services to you (including by applying for a Policy), you agree to receive communications in digital form only (such as by email).

Any communication we send to you will be deemed to have been received at the time transmission is completed, except where the communication is not sent out at normal business hours or on a day other than a business day, in which case, the communication is deemed to have been given on the next business day.

You are responsible for making sure you provide us with up to date and accurate contact details.

Should you require copies of notices and communications by post, please contact SGUA.

## **Target market determination**

A target market determination for this product can be obtained at [www.sgua.com.au](http://www.sgua.com.au).

# General Definitions

Certain words and phrases have special meaning when they appear in this document. Refer to the General Definitions below for a list of the defined terms and their meaning.

## **Accident, Accidental, Accidental Damage**

means a sudden, unexpected and unintentional physical loss or Damage.

## **Application**

means the information that is advised to us by you, verbally or electronically, as part of your application for insurance provided by the Policy. Your completed application and the information you supply to us forms part of the basis for our decision to insure you or not insure you and on what terms.

## **Body Corporate**

means a legal entity which is created when land is subdivided and registered under the relevant legislation to establish a strata title, unit title or community titles scheme.

## **Bond Monies**

means a sum equivalent to at least four weeks Rent regardless of whether the full bond has been collected.

## **Building**

means the property situated at the Risk Address shown in the Certificate of Insurance which is owned by you, leased to Tenants and used for domestic purposes, including:

- the residential building or unit and all domestic outbuildings;
- all structural domestic improvements including:
  - carports, patios, gazebos and other structures which are not fully enclosed;
  - built-in furniture;
  - paved paths, paved driveways, terraces, walls, masts, aerials, satellite dishes, tennis courts, clothes lines and built in barbecues;
  - permanently fixed swimming pools, saunas and spas (including their fixed accessories);
  - pontoons and fixed jetties which are permanently fixed to the land at the Risk Address, and being your property, and which are used for domestic purposes;
- anything permanently built, permanently constructed or permanently installed at your Risk Address for domestic purposes that complied with all relevant building laws and rules at the time of construction.
- fixed light fittings, fixed Wall Coverings, Fixed Floor Coverings, fixed ceiling coverings. This does not include carpet, curtains or internal blinds;
- infrastructure for services, which include the supply of electricity, water, gas and the like;
- blinds or awnings on the outside of the Buildings; and
- fences and gates.

# General Definitions

## **Building (continued)**

Building does not mean:

- caravans, houseboats or mobile buildings fixed or freestanding and any parts or accessories;
- building or part of a building which is legally part of a strata title building according to the applicable strata laws in your state or territory unless agreed by us in writing;
- common property if the Building is part of a strata title or any property that is insured by the body corporate, whether or not that property is contained within your unit or lot and whether or not any Excess applies to the strata title insurance;
- earth or gravel pathways or driveways or other paved surfaces;
- any building used for any business or trade unless agreed by us in writing;
- a new building in the course of construction;
- land used for cropping, growing, grazing, or any undeveloped areas at the Risk Address shown in your Certificate of Insurance;
- any stables, commercial sheds or barns including tanks and services attached to these structures;
- a building in the course of being demolished, or that is vacant pending demolition;
- a temporary building or structure;
- trees, shrubs, hedges or any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch except as specifically provided for under the Additional Benefit, Landscaping, trees, plants and shrubs on page 30;
- any Contents;
- temporary fencing where there is an exposed neighbours swimming pool and/or risk of animals escaping from neighbouring properties; or
- a Building that is your primary residence.

## **Certificate of Insurance**

means the certificate we issue at inception, on renewal or when a variation is applied. The certificate will show your Policy number, together with the details of your cover including the sections of the Policy which apply to you. Coverage for any cover option is indicated where a dollar amount is listed next to it.

## **Claim**

means each distinct and separate incidence of loss or Damage which is insured by this Policy.

## **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, and 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 or between organisms, and the disease, substance or agent can cause or threaten 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.

## **Computer System**

means any computer, hardware, software, communication system, electronic device (including watches, mobile phones, tablets and smart devices), server, cloud or microcontroller and any associated input, output, data storage device, networking equipment or back up facility.



# General Definitions

## Contents

means the property described below, in the Risk Address for the use of the Tenant, belonging to you, and are listed in the Property Condition Report or Inventory forming part of the Lease Agreement, including:

- domestic furniture and furnishings;
- moveable carpets, drapes and interior blinds, floating timber floors;
- moveable swimming pools;
- moveable saunas and spas;
- unfixed light fittings;
- household goods; and
- in respect of strata title properties, temporary walls, internal walls and doors, floor and ceiling covers, structural improvements and decorations particular to a certain lot which the Body Corporate or similar is not required by law to insure.

## Contents does not mean:

- any Buildings;
- motor vehicles (other than a ride on mower used for private purposes), motorcycles, caravans, trailers or any accessories, components or parts for these items;
- items that are covered by an insurance policy taken out by the Body Corporate or similar;
- watercraft and aircraft or any accessories, components or parts for these items;
- mechanically propelled items (including but not limited to motorised scooters, bicycles, skateboards and the like);
- animals, birds or fish;
- furs, jewellery, gold/silver articles;
- documents and money;
- antiques, works of art, collections of any kind;
- property contained in open carports, outhouses, lean-tos or in the open; and
- trees, shrubs, hedges or any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch except as specifically provided for under the Additional Benefit, Landscaping, trees, plants and shrubs on page 30.

## Damage, Damaged

means any form of physical harm to the Risk Address but does not include wear and tear or anything that was present before this Policy came into force.

## Data

means information, facts, concepts, code or other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

## Deliberate Damage

means the Damage arising from an intentional or deliberate act (which does not include an omission) by the Tenant where the Damage:

- can be shown to have been foreseeable by a reasonable person;
- occurred whilst the Tenant occupied the Risk Address;
- and occurred during the Period of Insurance.

# General Definitions

## **Deliberate Damage does not mean:**

- deliberate, intentional or malicious acts by you or anyone who is acting with your express or implied consent;
- omissions such as failure to clean;
- normal deterioration, wear and tear;
- Damage by animals, whether or not they are owned by the Tenant;
- Accidental or unintentional Damage;

## **Domestic Violence**

means violent, threatening or other behaviour by a person that coerces or controls a member of the person's family.

## **Endorsement**

means a written alteration to the terms, conditions and limitations of this Policy which is shown in your Certificate of Insurance.

## **Earthquake**

means an earthquake as reported by the National Earthquake Alerts Centre or equivalent Governmental Body

## **Electric Motor Burnout**

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

## **Excess**

means the amount(s) stated in the Certificate of Insurance, 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 the following people who live with you:

- your spouse or partner;
- your children, parents, grandparents, grandchildren, siblings; or
- the children, parents, grandparents, grandchildren, siblings of your spouse or partner.

## **Financial Hardship**

means that Your Tenant is having difficulty meeting their financial obligations under their Lease Agreement following loss of income, reduction in income, illness or disability occurring during the Period of Insurance.

## **Fire**

means burning with flames.

## **Fixtures and Fittings**

means any item permanently attached or fixed to your Building that you would not normally take with you. This includes, but is not limited to:

- kitchen cupboards and bench-tops;
- built-in wardrobes;
- taps and tapware;
- shower screens; and
- vinyl and ceramic tile 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.

# General Definitions

## Floor Coverings

means material used to cover the floor of a room. Floor Coverings include but are not limited to:

- carpets;
- rugs;
- floating floorboards.

## Fixed Floor Coverings

means material used to cover the floor of a room. Fixed Floor Coverings include but are not limited to:

- vinyl;
- tiles; and
- fixed timber flooring.

## Household Goods

means goods in the Building, for the use of the Tenant which:

- are consumable; or
- have a short-term limited life (e.g. kitchen appliances that are not permanently built in), including but not limited to:
  - kettles, cutlery, crockery, kitchen utensils;
  - manchester and/or linen; and
  - non-electrical goods used for housekeeping/cleaning purposes such as mops, dustpans etc.

## Indemnity Basis

means that we will deduct an amount for depreciation based on the original age of the damaged item before the Claim occurred.

## Inventory

means a document detailing the furnishings of a rental property which belongs to you and is for the use of the Tenant.

## Lease Agreement

means a written and enforceable lease between you and your Tenant, over a domestic rental property at the Risk Address stated in your Certificate of Insurance. The lease must comply with state legislation detailing the terms and conditions of the rental property including the rental period, the amount of Rent payable, the amount of the Bond Monies that a Tenant is required to pay and any special terms agreed by the parties.

## Maintenance Works

means activities associated with the routine care and upkeep of the Risk Address.

## Named Cyclone

means a cyclone that is named by the Bureau of Meteorology.

## Period of Insurance

means the period during which cover is provided under the Policy as shown in your Certificate of Insurance. Any period for which the Policy is renewed is treated as a separate Period of Insurance.

## Pet

means cats, dogs, caged birds or caged rodents owned by a Tenant.

## Policy, Policy Documents

means this document, your Certificate of Insurance and any other Endorsement or notice we give you in writing. Together they form our agreement with you.

## Property Condition Report

means a property inspection report completed by you or your authorised real estate agent or a qualified appraiser:

- at the commencement of a new Lease Agreement.
- at the time when an existing Tenant vacates the Risk Address; or
- following routine property inspections completed at least every 6 months.

## Removal of Debris

means the clean up costs associated with Damage to the Risk Address resulting from an insured event.

## Rent

means the amount paid or payable by the Tenant to lease the Risk Address as set out in the Lease Agreement.

# General Definitions

## **Rent Arrears**

means any Rent that has not been paid by the date it was due.

## **Rental Guarantee Arrangement**

means an agreement between a landlord and a renter, other than a Tenant, who desires to have possession of the Risk Address to rent out in exchange for a guaranteed income to the landlord.

## **Replacement, Reinstatement**

means the cost of replacing or repairing to a condition substantially the same as the condition of the item when new, up to the Sum Insured or limit stated in your Certificate of Insurance or any other Policy Documents.

## **Riot**

means a civil commotion or disturbance.

## **Risk Address**

means the location shown in your Certificate of Insurance including the Building and/or Contents which is:

- owned by you;
- for the use of the Tenant; and
- primarily used as a residential rental property;
- It includes land forming the immediate surrounds and domestic gardens;
- It does not include land used for cropping, growing, grazing, stables and all property associated with stables, or any undeveloped areas at the Risk Address shown on your Certificate of Insurance.

## **Storm**

means violent atmospheric disturbance which may be accompanied by strong winds, heavy rain, thunder, lightning, hail, snow or sleet, including flash flooding. Storm does not mean intermittent rain, or light showers, by itself.

## **Sub-letting**

means to rent all, or part of a property from one who is a Tenant rather than you.

## **Sum(s) Insured**

means the relevant amount(s) (including any applicable sub-limits) shown in your Certificate of Insurance or other Policy Documents as the Sum Insured applicable to the relevant cover provided under the Policy.

## **Tenancy**

means the period of any one Tenant's occupancy.

## **Tenant**

means the natural person(s) described as the Tenant and named in the Lease Agreement and who occupy the Risk Address, including any immediate family of the Tenant or invitee residing at the Risk Address.

Tenant does not mean any Business, Company, Corporation or Organisation of any kind, unless approved by us.

## **Third Party**

means someone other than a Tenant or you.

## **Uninhabitable**

means your Risk Address is unfit to live in due to loss or Damage for which you are covered under this Policy. For example, when the Damage renders the Risk Address unsafe to live in or the full use of utilities are not available (such as electricity, water, gas) and the Risk Address cannot be leased until the loss or Damage has been reinstated as soon as reasonably possible.



# General Definitions

## Wall Coverings

means material(s) used as a decorative covering for internal walls including but not limited to:

- paint
- wallpaper; and
- tiles.

## Window Coverings

means materials used as a decorative covering for internal windows including but not limited to:

- blinds;
- shutters;
- curtains; and
- drapes, swags, valances.

## we, us, our

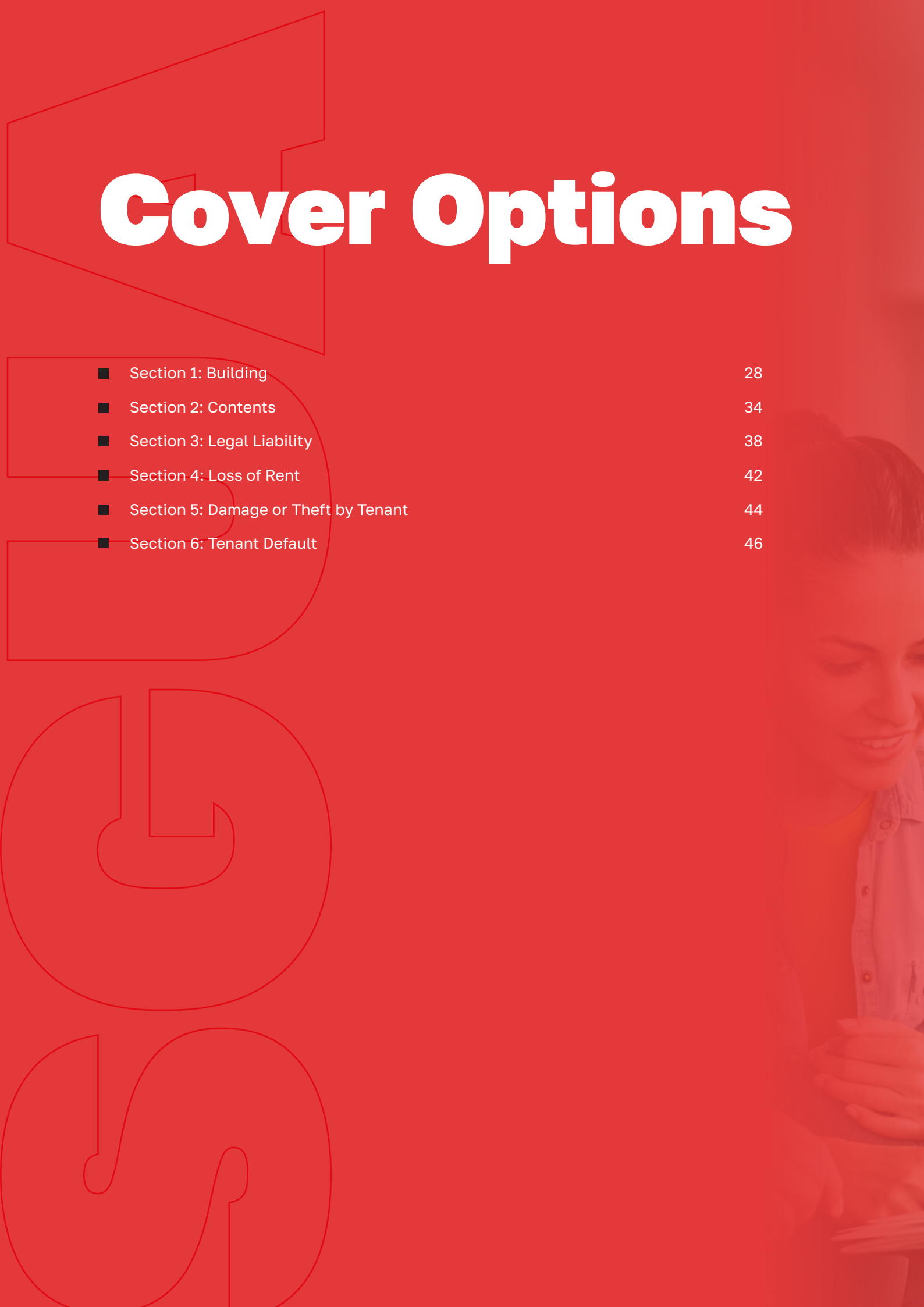
means The Proplab Group Pty Ltd trading as St. George Underwriting Agency (ABN 59 009 357 582) (AFSL 2366663) acting as an agent of the insurer, Certain Underwriters at Lloyd's.

## you, your, yourself

means the insured(s) named in the Certificate of Insurance.

# Cover Options

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# Cover Options

This part describes the cover options for your Policy. Your Certificate of Insurance will show which cover options apply.

Before making a decision about this insurance product, please read and consider the Policy Documents which detail the terms, Excesses and limitations that apply, including the General Exclusions (which start on page 49) and the General Conditions (which start on page 52).

## Section 1: Building

This section describes the cover offered under Building.

### When you are covered

Your Certificate of Insurance will specify if your Building is insured with us. The maximum we will pay for Buildings will be shown on your Certificate of Insurance.

### The terms that apply to your cover

Building cover is subject to the terms of this Policy, including:

- the terms set out in this section, which includes information about what is covered and what is not covered, any sub-limits and excesses that apply;
- the General Exclusions (which start on page 49); and
- the General Conditions (which start on page 52).

### What is covered (included) and what is not covered (excluded)

We will indemnify you in respect of any Accidental physical loss or Damage to the insured Building which occurs during the Period of Insurance subject to any Specific or General Exclusions and General Conditions of this Policy.

The most we will pay for your Building is the Sum Insured and the extra benefits provided under your Policy.

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Accidental Physical Loss or Damage</b>  <div> <div></div>                     We will pay for Accidental physical loss or Damage to your Building.                 </div>	<div> <div></div>                     Accidental Damage to Household Goods;                 </div> <div> <div></div>                     loss or Damage caused by or arising directly out of:                     <ul style="list-style-type: none"> <li>• the actions of cleaning;</li> <li>• heat, smoke or soot when either the Building or Contents have not caught Fire or where the Fire which cause damages is more then 100m from the Risk Address;</li> <li>• Gradual exposure to fire, heat, smoke or soot during recurring incidents of fire or bushfire over a period of time</li> <li>• poor housekeeping by your Tenants or your Tenant's guests. Poor housekeeping includes costs associated with the Tenant's untidy, unclean or unhygienic living habits;</li> <li>• loss or contamination of water in swimming pools, spas or water tanks or similar structures; or</li> <li>• Damage to swimming pool and/or spa covers or similar structures including liners or solar domes.</li> </ul> </div>	<div>                     The Sum Insured for your Building except for fences or gates located at your Risk Address.                 </div> <div>                     The most we will pay for Damage to fences or gates located at your Risk Address is \$20,000 per Claim.                 </div>

## Section 1: Building

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
<b>Theft, attempted theft or burglary</b>		
<ul style="list-style-type: none"> <li>■ We will pay for physical loss or Damage to your Building caused by theft, attempted theft or burglary.</li> </ul>	<ul style="list-style-type: none"> <li>■ theft of Household Goods;</li> <li>■ any theft that has not been reported to police; and</li> <li>■ theft by Tenants</li> </ul>	10% of the Sum Insured for your Building
<b>Removal of Debris</b>		
<ul style="list-style-type: none"> <li>■ If we have accepted a benefit under Building cover, we will also pay the reasonable costs for Removal of Debris and to demolish your Building.</li> </ul>	<ul style="list-style-type: none"> <li>■ Removal of fallen trees or branches where no Damage to your Building has occurred.</li> </ul>	10% of the Sum Insured for your Building in addition to the Sum Insured for your Building
<b>Professional and Authority Fees</b>		
<ul style="list-style-type: none"> <li>■ If we have accepted a benefit under Building cover, we will also pay the reasonable costs for building permits and approvals from local authorities to repair or replace the Damaged portion of your Building as well as any Architect's or other Professional fees incurred in replacing the damaged portion of your Building.</li> </ul>		\$30,000 per Claim in addition to your Sum Insured or up to 10% of the Sum Insured for your Building, whichever is the lesser.
<b>Exploratory costs</b>		
<ul style="list-style-type: none"> <li>■ If we have accepted a benefit under Building cover, we will also pay the reasonable costs incurred, to identify and locate the source of water bursting, leaking, discharging or overflowing from pipes, water mains, tanks, apparatus or any other systems used to hold or carry water, including making good any damage necessarily caused to locate.</li> </ul>	<ul style="list-style-type: none"> <li>■ The cost of repair or replacement of the defective pipes, water mains, tanks, apparatus or other systems used to hold or carry water giving rise to loss or Damage</li> </ul>	Up to \$5,000
<b>Lock and Keys</b>		
<ul style="list-style-type: none"> <li>■ If the keys to your Building are stolen or withheld by a Tenant after the Tenant has been evicted, we will pay the cost of re-keying or replacing (whichever is the lesser) locks and cylinders on external doors and windows for which the stolen or withheld keys were intended.</li> </ul>		Up to \$1,000

## Section 1: Building

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
<b>Landscaping, trees, plants and shrubs</b>		
<p>■ If we have accepted a benefit under Building cover, we will also pay the reasonable costs of replacing:</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, shrubs and artificial turf</li> </ul> <p>which are lost or damaged in the same event giving rise to the claim for which a benefit was paid.</p>	<p>■ loss or Damage caused by the escape of liquid from:</p> <ul style="list-style-type: none"> <li>any watermain or fixed pipe, gutter or guttering, fixed tank or drain; or</li> <li>a fixed heating or cooling system.</li> </ul>	Up to \$2,000
<b>Loss of metred water or gas</b>		
<p>■ If we have accepted a benefit under Building cover, we will also reimburse you for costs you become legally liable to pay for loss of metered water or gas.</p>		Up to \$500
<b>Rainwater tank</b>		
<p>■ If we replace your Building as part of Building cover, after a total loss, we will also pay the reasonable costs to install a rainwater tank at the Risk Address.</p>	<p>■ Any amount covered by a government subsidy or rebate.</p>	Up to \$1,500 in addition to the Sum Insured for your Building
<b>Solar panels</b>		
<p>■ If we replace your Building as part of Building cover, after a total loss, we will also pay the reasonable costs to install solar panels at the Risk Address.</p>	<p>■ any amount covered by a government subsidy or rebate.</p>	Up to \$2,000 in addition to the Sum Insured for your Building
<b>Mortgage discharge costs</b>		
<p>■ If we have accepted a benefit under Building cover and we have paid the full Sum Insured for your Building, we will also pay the reasonable costs associated with the discharge of a mortgage or mortgages on your Building.</p>	<p>■ interest on your loan.</p> <p>■ penalty charges associated with early repayment of your loan.</p>	Up to \$5,000 in addition to the Sum Insured for your Building



## Section 1: Building

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
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### Tax Audit Fees

<p>■ We will pay for reasonable expenses you incur as a result of an investigation or audit related to the Risk Address shown on your Certificate of Insurance, conducted by the Australian Taxation Office first notified to you during the Period of Insurance. We will only pay this benefit if you told us about the audit prior to the fees being incurred.</p>	<p>■ any audit fees that relate to a criminal prosecution;</p> <p>■ any fines, penalties, interest or adjustments to tax;</p> <p>■ any fees incurred by someone other than a qualified accountant, registered tax agent or tax consultant;</p> <p>■ fees where the final assessment of your taxable income for the period being audited is 20%, or more, higher than your original declaration;</p> <p>■ penalties associated with non-adherence of Taxation Office allowed timelines.</p>	<p>Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)</p>
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### Fumigation Costs

<p>■ We will pay for the costs of fumigating your Building following the death of a person at your Risk Address during the Period of Insurance.</p>		<p>Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)</p>
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### Temporary Repairs

<p>■ If we have accepted a benefit under Buildings cover, we will also pay the reasonable cost of temporary repairs and protection necessary to prevent further physical loss or Damage to your Risk Address.</p>		<p>Reasonable costs within Sum Insured.</p>
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### Electric Motor Burnout

<p>■ Electric Motor Burnout to motors that form part of your Building.</p>	<p>■ motors more than 15 years old.</p>	
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## Section 1: Building

<b>What is Covered</b> <small>(and some things to note about your cover)</small>	<b>What is not Covered</b> <small>(Specific Exclusions)</small>	<b>\$ Maximum Limit</b>
<p><b>Production of controlled drugs</b></p> <p>■ We will pay for clean-up and repair costs if your Building is Damaged or contaminated as a result of an illegal or controlled drug being manufactured or grown, or distributed or stored, or consumed at the Risk Address.</p> <p>We will only pay if:</p> <ul style="list-style-type: none"> <li>• your Risk Address is rented to a Tenant;</li> <li>• the matter is referred to police as soon as you become aware of it and notified to us promptly after that police referral;</li> <li>• you provide clear evidence that Damage or contamination has been caused in this way (for example, photographs, or if a photograph does not show the Damage or contamination or the cause, an approved laboratory test which indicates that the level of contamination within the Risk Address is found to exceed legally acceptable levels);</li> <li>• you or your appointed agent have exercised reasonable care by obtaining satisfactory tenancy history and have conducted inspections at the Risk Address in accordance with the Lease Agreement.</li> </ul>	<p>■ damage or contamination due to consumption of any legal drug or similar substance, including tobacco products, vaporisers and other inhalants.</p>	<p>Up to \$60,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)</p>

## Section 1: Building

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
<b>Legal Expenses</b>		
<ul style="list-style-type: none"> <li>Legal expenses incurred by you, for the purposes of recovering any amount payable under this Section (1) for Accidental Damage by Tenant, comprising of court application and/or court lodgement fees and/or court appointed bailiff/sheriff fees;</li> <li>Up to \$500 to cover property manager's fees for attending the court or tribunal on your behalf, provided the fee amount and structure is stipulated in the management agreement with your property manager, prior to commencement of court action.</li> </ul>	<ul style="list-style-type: none"> <li>court costs incurred to defend you or your property manager against actions brought by the Tenant;</li> <li>costs charged by the managing agent for preparing and lodging an insurance Claim on behalf of the you;</li> <li>independent legal costs (unless approved by us prior to legal appointment).</li> </ul>	Up to \$7,500 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, Damage and Theft by Tenant cover or Tenant Default cover).

### Automatic Contents Cover

<ul style="list-style-type: none"> <li>If you have cover for Building but have not taken cover for Contents then subject to the terms, conditions, limits and exclusions of this policy, we will provide a standard Contents cover. The Excess payable under this cover would be equal to the Building Excess as shown on your Certificate of Insurance.</li> </ul>	<ul style="list-style-type: none"> <li>Contents covered under any other insurance policy.</li> </ul> <p>However, where your contents at the Risk Address are insured elsewhere we will extend this cover to you only if cover under the other policy is exhausted.</p>	Up to \$10,000 and contained within the Building Sum Insured.
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## Section 1: Building

### Additional conditions

The following additional conditions apply to Accidental Damage to the Building caused by the Tenants:

- Any claims that are able to be covered under Section 5 (Damage or Theft By Tenant) of this policy, irrespective of whether that cover has been taken, are excluded under this section.
- Cover is unavailable if a Lease Agreement is in a different name to the Tenant residing in the property at the Risk Address.
- We may reduce or refuse to pay a Claim for Accidental Damage by Tenant where you or you property manager:
  - fail to issue, or delays issuing, Rent Arrears and termination notices to the Tenant; or
  - fail to pursue, or delays pursuing, a court or tribunal order for the eviction of the Tenant following the expiry of the breach or termination notice.

These things must be undertaken in accordance with the applicable residential tenancies laws in the State or Territory in which your Risk Address is located.

- The actions of the property manager you appoint to manage the Risk Address will be deemed to be your actions.

## Section 2: Contents

This section describes the cover offered under Contents.

### When you are covered

Your Certificate of Insurance will specify if your Contents are insured with us. The maximum we will pay for Contents will be shown on your Certificate of Insurance.

### The terms that apply to your cover

Contents cover is subject to the terms of this Policy, including:

- the terms set out in this section, which includes information about what is covered and what is not covered, any sub-limits and excesses that apply;
- the General Exclusions (which start on page 49); and
- the General Conditions (which start on page 52).

### What is covered (included) and what is not covered (excluded)

We will indemnify you in respect of any Accidental physical loss or Damage to the insured Contents which occur during the Period of Insurance subject to any Specific or General Exclusions and General Conditions of this Policy.

The most we will pay for your Contents is the Sum Insured and the extra benefits provided under your Policy.

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
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#### Accidental physical loss or Damage

<p>■ We will pay for Accidental physical loss or Damage to your Contents.</p>	<p>■ Accidental Damage to Household Goods;</p> <p>■ Loss or Damage caused by or arising directly out of:</p> <ul style="list-style-type: none"> <li>• the actions of cleaning;</li> <li>• heat, smoke or soot when either the Building or Contents have not caught Fire or where the Fire which causes damages is more than 100m from the Risk Address;</li> <li>• gradual exposure to fire, heat, smoke or soot during recurring incidents of fire or bushfire over a period of time</li> <li>• poor housekeeping by your Tenants or your Tenant's guests. Poor housekeeping includes costs associated with the Tenant's untidy, unclean or unhygienic living habits.</li> </ul>	<p>Up to \$70,000 or the Sum Insured shown on your Certificate of Insurance for your Contents.</p> <p>Up to \$5,000 for contents cover where damage was caused by water escaping from a shower recess or base.</p>
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#### Theft, attempted theft or burglary

<p>■ We will pay for physical loss or Damage to your Contents caused by theft, attempted theft or burglary.</p>	<p>■ any theft that has not been reported to police;</p> <p>■ theft of Household Goods;</p> <p>■ theft by Tenants</p>	<p>Up to \$70,000 or the Sum Insured shown on your Certificate of Insurance for your Contents.</p>
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## Section 2: Contents

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
<b>Removal of Debris</b>		
<p>■ If we have accepted a benefit under Contents cover, we will also pay the reasonable costs for Removal of Debris in respect of Contents and Damaged property.</p>	<p>■ removal of fallen trees or branches where no Damage to your Contents has occurred.</p>	<p>10% of the Sum Insured for your Contents in addition to the Sum Insured for your Contents.</p>
<b>Temporary Repairs</b>		
<p>■ If we have accepted a benefit under Contents cover, we will also pay the reasonable cost of temporary repairs and protection necessary to prevent further physical loss or Damage to your Risk Address.</p>		<p>Reasonable costs within Sum Insured</p>
<b>Contents in the Open Air</b>		
<p>■ We will extend cover provided by this Policy to include your Contents in the open air at your Risk Address.</p>	<p>■ loss or Damage caused by the escape of liquid from:</p> <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>	<p>Up to \$5,000 for theft Claims.</p> <p>10% of the Sum Insured for Contents for all other Claims.</p>
<b>Electric Motor Burnout</b>		
<p>■ Electric Motor Burnout to motors that form part of your Contents.</p>	<p>■ Motors more than 15 years old.</p>	
<b>Tax Audit Fees</b>		
<p>■ We will pay for reasonable expenses you incur as a result of an investigation or audit related to the Risk Address shown on your Certificate of Insurance, conducted by the Australian Taxation Office first notified to you during the Period of Insurance. We will only pay this benefit if you told us about the audit prior to the fees being incurred.</p>	<p>■ any audit fees that relate to a criminal prosecution;</p> <p>■ any fines, penalties, interest or adjustments to tax;</p> <p>■ any fees incurred by someone other than a qualified accountant, registered tax agent or tax consultant;</p> <p>■ fees where the final assessment of your taxable income for the period being audited is 20%, or more, higher than your original declaration; or</p> <p>■ penalties associated with non-adherence of Taxation Office allowed timelines.</p>	<p>Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)</p>

## Section 2: Contents

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
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### Fumigation Costs

<p>■ We will pay for the costs of fumigating your Contents following the death of a person at your Risk Address during the Period of Insurance.</p>		Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)
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### Production of Controlled Drugs

<p>■ We will pay for clean-up and repair costs if your Contents are damaged or contaminated as a result of an illegal or controlled drug being manufactured or grown, or We will pay for clean-up and repair costs if your Contents are damaged or contaminated as a result of an illegal or controlled drug being manufactured or grown, or distributed or stored, or consumed at the Risk Address.</p> <p>We will only pay if:</p> <ul style="list-style-type: none"> <li>• your Risk Address is rented to a Tenant;</li> <li>• the matter is referred to police as soon as you become aware of it and notified to us promptly after that police referral;</li> <li>• you provide clear evidence that Damage or contamination has been caused in this way (for example, photographs, or if a photograph does not show the Damage or contamination or the cause, an approved laboratory test which indicates that the level of contamination within the Risk Address is found to exceed legally acceptable levels);</li> <li>• you or your appointed agent have exercised reasonable care by obtaining satisfactory tenancy history and have conducted inspections at the Risk Address in accordance with the Lease Agreement.</li> </ul>	<p>■ Damage or contamination due to consumption of any legal drug or similar substance, including tobacco products, vaporisers and other inhalants.</p>	Up to \$60,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)
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### Strata Title Owner improvements

<p>■ If the Risk Address is a strata title we will pay for physical loss or Damage to Fixtures and Fittings installed in your Risk Address that are not legally required to be insured by the Body Corporate.</p>	<p>■ any Fixtures and Fittings that are insured by the Body Corporate; or</p> <p>■ any claims which are not covered by the Body Corporate insurer due to being less than any applicable excess or deductible.</p>	Up to \$70,000 or the Sum Insured shown on your Certificate of Insurance for your Contents.
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## Section 2: Contents

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
<b>Legal Expenses</b>		
<ul style="list-style-type: none"> <li>Legal expenses incurred by you, for the purposes of recovering any amount payable under this Section (2) for Accidental Damage by Tenant, comprising of court application and/or court lodgement fees and/or court appointed bailiff/sheriff fees;</li> <li>Up to \$500 to cover property manager's fees for attending the court or tribunal on your behalf, provided the fee amount and structure is stipulated in the management agreement with your property manager, prior to commencement of court action.</li> </ul>	<ul style="list-style-type: none"> <li>court costs incurred to defend you or your property manager against actions brought by the Tenant;</li> <li>costs charged by the managing agent for preparing and lodging an insurance Claim on behalf of the you;</li> <li>independent legal costs (unless approved by us prior to legal appointment).</li> </ul>	Up to \$7,500 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, Damage and Theft by Tenant cover or Tenant Default cover).

## Section 2: Contents

### Additional conditions

The following additional conditions apply to Accidental Damage to the Contents caused by the Tenant:

- Any claims that are able to be covered under Section 5 (Damage or Theft By Tenant) of this policy, irrespective of whether that cover has been taken, are excluded under this section.
- Cover is unavailable if a Lease Agreement is in a different name to the Tenant residing in the property at the Risk Address.
- We may reduce or refuse to pay a claim for Accidental Damage by Tenant where you or your property manager:
  - fail to issue or delays issuing, Rent Arrears and termination notices to the Tenant; or
  - fail to pursue, or delays pursuing, a court or tribunal order for the eviction of the Tenant following the expiry of the breach or termination notice.

These things must be undertaken in accordance with the applicable residential tenancies laws in the State or Territory in which your Risk Address is located.

- The actions of the property manager you appoint to manage the Risk Address will be deemed to be your actions.

## Section 3: Legal Liability

This section describes the cover offered under Legal Liability.

### When you are covered

Your Certificate of Insurance will specify if you have Legal Liability. The maximum we will pay for Legal Liability will be shown on your Certificate of Insurance.

### The terms that apply to your cover

Legal Liability cover is subject to the terms of this Policy, including:

- the terms set out in this section, which includes information about what is covered and what is not covered, any sub-limits and excesses that apply;
- the General Exclusions (which start on page 49); and
- the General Conditions (which start on page 52).

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
<b>Legal Liability</b>		
<ul style="list-style-type: none"> <li>■ Amounts which you, as the owner of the Risk Address, may become legally liable to pay as compensation in respect of any one accident, or series of accidents, arising out of one event or originating cause, that had resulted in: <ul style="list-style-type: none"> <li>• death, bodily injury or illness;</li> <li>• and/or physical loss of or physical damage to someone else's property which occurred at the Risk Address during the Period of Insurance.</li> </ul> </li> <li>■ All reasonable legal costs, charges and expenses recoverable by any claimant from you or from any other person insured by this Policy;</li> <li>■ Reasonable legal costs incurred with our written consent in defence of your liability.</li> <li>■ Let us know if you expect to incur legal fees and expenses before doing so, so that we can inform you whether we agree these are reasonable;</li> <li>■ We will only cover you for your legal liability arising out of your ownership of either the Building or Contents or both which are insured under this Policy.</li> </ul>	<ul style="list-style-type: none"> <li>■ any Claim: <ul style="list-style-type: none"> <li>• arising out of the ownership, possession or use by you of any land or Building or Contents other than those at the Risk Address shown in your Certificate of Insurance;</li> <li>• arising out of the ownership, possession or use by you of the Building if you have not insured your Building under this Policy.</li> <li>• arising out of the ownership, possession or use by you of the Contents if you have not insured your Contents under this Policy.</li> </ul> </li> <li>■ any claim in respect of death, bodily injury or illness to any: <ul style="list-style-type: none"> <li>• member of your Family ordinarily residing with you;</li> <li>• person arising out of or in the course of the employment of such person either in the service of you or of any other person insured by this section of the Policy; or</li> <li>• person arising from pregnancy or the transmission of any Communicable Disease;</li> </ul> </li> <li>■ any claim in respect of damage to property belonging: <ul style="list-style-type: none"> <li>• to or in the physical or legal control of you or any Family member of your Risk Address; or</li> <li>• to any person in employment and/or agency of either you or of any other person insured by this section of the Policy;</li> </ul> </li> </ul>	<p>Up to \$20,000,000</p> <p>inclusive of all reasonable legal costs, charges and expenses in respect of any one accident or series of accidents arising out of one event or originating cause, and in total under Building cover (section 1) and Contents cover (section 2), and any other policies we have issued to you which cover the same benefit/liability/event or cause.</p> <p>(This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover this is a combined limit under Building and Contents)</p>

## Section 3: Legal Liability

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
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### Legal Liability (continued)

	<ul style="list-style-type: none"> <li>■ any claim: <ul style="list-style-type: none"> <li>• arising out of or in connection with any business or occupation carried on by you or of any other person insured by this Policy other than that of landlord;</li> <li>• arising out of, caused by or in connection with lifts and elevators;</li> <li>• arising out of, caused by or in connection to the ownership, possession or use of any vehicles such as but not limited to cars, motorcycles, motorised, electric or battery powered scooters, caravans, trailers, motorised bicycles, motorised skateboards and the like (other than ride on mowers used for private purposes);</li> <li>• arising out of, caused by or in connection to the ownership, possession or use of any hovercraft or watercraft.</li> <li>• arising out of, caused by or in connection to the ownership, possession or use of any aircraft landing area, or any aircraft including kites or model aircraft or drones or any other aerial devices;</li> <li>• arising out of or in connection with your Tenants, or a member of your Tenants family, or your Tenants guests using any aircraft owned by you including model and toy and Remotely Piloted Aircraft (RPA);</li> <li>• arising out of alterations, additions, repairs or decorations to the Building where the contract value of works exceed a total cost of \$100,000;</li> <li>• arising out of any liability imposed by contract;</li> <li>• for any defamation;</li> <li>• arising from a strata title building unless the building is insured by our Policy. This exclusion will not apply to your liability which falls outside the responsibility of the Body Corporate or strata title company;</li> </ul> </li> </ul>	
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## Section 3: Legal Liability

<b>What is Covered</b> <small>(and some things to note about your cover)</small>	<b>What is not Covered</b> <small>(Specific Exclusions)</small>	<b>\$ Maximum Limit</b>
	<p> <ul style="list-style-type: none"> <li>in respect of any legal liability caused by or arising from or in connection with, the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water or any costs and expenses incurred in the prevention or remediation of such contamination or pollution;</li> <li>due to any erosion, subsidence or landslide;</li> <li>arising from the supply of any alcohol or drugs;</li> <li>because you own or are legally responsible for any wharf, jetty or pontoon;</li> <li>arising out of any penalties, fines, punitive, exemplary or aggravated damages for which you are liable;</li> <li>arising from actions brought against you in a court outside Australia or a court that applies law that is not Australian law;</li> <li>arising from any liability for which you or your Family are required by law to hold an insurance policy (e.g. workers compensation insurance);</li> <li>arising out of the ownership, possession or use by you of any animals or birds;</li> <li>arising from, or in any way connected with the existence, at any time, of asbestos.</li> </ul> <p> <span style="color: red;">■</span> we will not:           <ul style="list-style-type: none"> <li>cover your legal liability arising out of breach of copyright or an act of assault caused by you;</li> <li>cover you for any legal liability arising from any:               <ul style="list-style-type: none"> <li>statutory compulsory scheme or fund, or</li> <li>accident compensation scheme or workers' compensation policy of insurance, or</li> <li>industrial award;</li> </ul> </li> </ul> </p> </p>	

### Section 3: Legal Liability

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
	<ul style="list-style-type: none"> <li>cover you for any legal liability which is in excess of that recoverable under any:                             <ul style="list-style-type: none"> <li>statutory compulsory scheme or fund, or</li> <li>accident compensation scheme or workers' compensation policy of insurance, or</li> <li>industrial award;</li> </ul> </li> <li>pay for any aggravated, exemplary or punitive damages, fines or penalties for which you are liable;</li> <li>pay for legal liability that arises from participation in any professional sports and/ or claims where you are a third party;</li> <li>pay for legal liability that arises from any unlawful or criminal act;</li> <li>cover any legal liability caused by or arising from or in connection with any gradual contamination or pollution of land, air or water.</li> </ul>	

## Section 4: Loss of Rent

This section describes the cover offered under Loss of Rent.

### When you are covered

Your Certificate of Insurance will specify if you have Loss of Rent. The maximum we will pay for Loss of Rent will be shown on your Certificate of Insurance.

### The terms that apply to your cover

Loss of Rent cover is subject to the terms of this Policy, including:

- the terms set out in this section, which includes information about what is covered and what is not covered, any sub-limits and excesses that apply;
- the General Exclusions (which start on page 49); and
- the General Conditions (which start on page 52).

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
<b>Loss of Rent</b>		
<p>■ If, as a result of loss or Damage that is insured and accepted by your Policy, your Risk Address:</p> <ul style="list-style-type: none"> <li>• becomes Uninhabitable for a period of 7 consecutive days or more, we will pay for the loss of Rent until the Risk Address can be lived in again (that is, it becomes habitable). The amount we will pay you is the current weekly Rent payable under the subject Lease Agreement; or</li> <li>• was not tenanted at the time of the event from which the insured loss or Damage results, the amount we will pay you will be based on the market rental value of your Risk Address immediately before the loss or Damage occurred;</li> </ul>	<p>■ loss of Rent after your Risk Address can be lived in again (that is, it becomes habitable).</p> <p>■ loss of Rent if your Risk Address was not tenanted during the 90 day period before the date of the event causing insured loss or Damage.</p>	Up to 52 weeks' Rent up to a maximum of \$1,250 per week or as otherwise listed on your Certificate of Insurance

### Prevention of Access

<p>■ When we insure your Building or your strata titled Risk Address forming part of a residence which the Body Corporate, is not required by law to insure, we will cover loss of Rent as a result of access to the Risk Address being denied due to:</p> <ul style="list-style-type: none"> <li>• Damage to neighbouring property within 500 metres of your Risk Address caused by an insured loss</li> </ul>	<p>■ any Claim exceeding the Sum Insured shown in your Certificate of Insurance;</p>	Up to 52 weeks' Rent up to a maximum of \$1,250 per week or as otherwise listed on your Certificate of Insurance
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## Section 4: Loss of Rent

### Additional conditions

The following additional conditions apply to Loss of Rent as a result of Tenant Damage or Theft:

- Cover is unavailable if a Lease Agreement is in a different name to the Tenant residing in the property at the Risk Address.
- We may reduce or refuse to pay a Claim for Accidental Damage by Tenant where you or your property manager:
  - fail to issue, or delays issuing, Rent Arrears and termination notices to the Tenant; or
  - fail to pursue, or delays pursuing, a court or tribunal order for the eviction of the Tenant following the expiry of the breach or termination notice.

These things must be undertaken in accordance with the applicable residential tenancies laws in the State or Territory in which your Risk Address is located.

- The actions of the property manager you appoint to manage the Risk Address will be deemed to be your actions.

## Section 5: Damage or Theft by Tenant

This section describes the cover offered under Damage or Theft by Tenant.

### When you are covered

Your Certificate of Insurance will specify if you have Damage or Theft by Tenant cover. The maximum we will pay for Damage or Theft by Tenant will be shown on your Certificate of Insurance.

### The terms that apply to your cover

Damage or Theft by Tenant cover is subject to the terms of this Policy, including:

- the terms set out in this section, which includes information about what is covered and what is not covered, any sub-limits and excesses that apply;
- the General Exclusions (which start on page 49); and
- the General Conditions (which start on page 52).

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
<b>Deliberate Damage</b>		
<p>■ Losses arising from Deliberate Damage caused by your Tenant to the Building and/or Contents occurring during the Period of Insurance, provided that the loss or Damage is not able to be covered by any other Section of this Policy Document.</p> <p>This cover is also provided where the Building is not insured by this Policy and the Building is insured with another insurer or is insured through a strata building policy. This benefit is only payable if the loss is not covered under any other Policy. Further, if the loss falls below the Excess of these insurance policies, then no benefit is payable under this Policy. Details of the other insurer and their written declinature of the claim must be provided to us.</p>	<p>■ Deliberate Damage to Household Goods;</p> <p>■ additional Damage arising from the actions or lack of actions by you or your agent to minimise Deliberate Damage caused by a Tenant;</p> <p>■ loss or Damage caused by or arising directly out of:</p> <ul style="list-style-type: none"> <li>• the actions of cleaning;</li> <li>• heat, smoke or soot when the Building and/or Contents have not caught Fire;</li> <li>• poor housekeeping by your Tenants or a member of your Tenant's family or your Tenant's guests. Poor housekeeping includes costs associated with the Tenant's untidy, unclean or unhygienic living habits;</li> <li>• loss or contamination of water in swimming pools, spas or water tanks or similar structures; and</li> <li>• Damage to swimming pools and/or spa covers or similar structures including liners or solar domes.</li> </ul> <p>■ an act by a Tenant, where you consented to the act.</p>	<p>The Sum Insured for your Building (If Building cover is selected)</p> <p>Up to \$70,000 or the Sum Insured shown on your Certificate of Insurance for your Contents.</p>

### Damage by Pets

<p>■ Damage caused by Pets occurring during the Period of Insurance, provided that the loss or Damage is not able to be covered by any other Section of this Policy Document.</p>		<p>Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)</p>
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## Section 5: Damage or Theft by Tenant

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
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### Theft by Tenants

<ul style="list-style-type: none"> <li>■ Theft by Tenants occurring during the Period of Insurance, subject to the theft being reported to police.</li> <li>■ The non-return or theft of keys or remote(s) by the Tenant(s)</li> </ul>	<ul style="list-style-type: none"> <li>■ theft of Household Goods</li> </ul>	<p>The Sum Insured for your Building (If Building cover is selected)</p> <p>Up to \$70,000 for your Contents</p> <p>Up to \$1,000 for the non-return or theft of keys or remote(s) by the Tenant(s)</p>
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### Legal Expenses

<ul style="list-style-type: none"> <li>■ Legal expenses incurred by you, for the purposes of recovering any amount payable under this Section (5) Damage or Theft by Tenant, comprising of court application and/or court lodgement fees and/or court appointed bailiff/sheriff fees;</li> <li>■ Up to \$500 to cover property manager's fees for attending the court or tribunal on your behalf, provided the fee amount and structure is stipulated in the management agreement with your property manager, prior to commencement of court action.</li> </ul>	<ul style="list-style-type: none"> <li>■ court costs incurred to defend you or your property manager against actions brought by the Tenant;</li> <li>■ costs charged by the managing agent for preparing and lodging an insurance Claim on behalf of the you;</li> <li>■ independent legal costs (unless approved by us prior to legal appointment).</li> </ul>	<p>Up to \$7,500 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, Damage and theft by Tenant cover or Tenant Default cover).</p>
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### Garbage Removal

<ul style="list-style-type: none"> <li>■ Expenses incurred for the purpose of removing garbage left by the Tenant, during the Period of Insurance, in order to return the Risk Address to a habitable condition.</li> </ul>	<ul style="list-style-type: none"> <li>■ costs associated with the use of regular garbage removal services provided by local councils and the like.</li> </ul>	<p>Up to \$500 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)</p>
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### Additional conditions

The following additional conditions apply to Damage or Theft by a Tenant:

- Cover is unavailable if a Lease Agreement is in a different name to the Tenant residing in the property at the Risk Address.
- No Claim will be admitted under this cover until such time as any Bond Monies collected under the state legislation applicable to residential tenancies are exhausted.
- You, and anyone acting on your behalf, must take all reasonable steps to minimise the loss.
- We may reduce or refuse to pay a Claim for Damage or Theft by a Tenant where you or your property manager:
  - fail to issue, or delays issuing, Rent Arrears and termination notices to the Tenant; or
  - fail to pursue, or delays pursuing, a court or tribunal order for the eviction of the Tenant following the expiry of the breach or termination notice.

These things must be undertaken in accordance with the applicable residential tenancies laws in the State or Territory in which your Risk Address is located.

- The actions of the property manager you appoint to manage the Risk Address will be deemed to be your actions.

## Section 6: Tenant Default

This section describes the cover offered under Tenant Default.

### When you are covered

Your Certificate of Insurance will specify if you have Tenant Default cover. The maximum we will pay for Tenant Default will be shown on your Certificate of Insurance.

### The terms that apply to your cover

Tenant Default cover is subject to the terms of this Policy, including:

- the terms set out in this section, which includes information about what is covered and what is not covered, any sub-limits and excesses that apply;
- the General Exclusions (which start on page 49); and
- the General Conditions (which start on page 52).

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
<b>Tenant Default – Departure without notice and/or payment</b>		
<ul style="list-style-type: none"> <li>■ You are covered for loss of Rent under a Lease Agreement, during the Period of Insurance arising from: <ul style="list-style-type: none"> <li>• the default in payment of Rent under the lease by the Tenant and the Tenant fails to remedy the default; or</li> <li>• the departure of the Tenant from the Risk Address before the end of the tenancy period without giving the notice required under the Lease Agreement or as required by the applicable law.</li> </ul> </li> <li>■ Loss of Rent caused by Tenant eviction (no vacant possession)</li> <li>■ We will also pay for loss of Rent caused by a Tenant refusing to vacate your Risk Address after being served an order of eviction or possession (or similar legal document authorising eviction) from a court or tribunal.</li> </ul>	<ul style="list-style-type: none"> <li>■ more than you would be legally entitled to Claim from the Tenant under their Lease Agreement;</li> <li>■ where the Lease Agreement is in a different name to the Tenant residing in the Risk Address;</li> <li>■ Sub-letting or multiple Lease Agreements in place for an individual Risk Address (unless accepted in writing by us);</li> <li>■ Rental Guarantee Arrangements.</li> </ul>	<p>Up to 20 weeks' Rent up to a maximum of \$1,250 per week or as otherwise listed on your Certificate of Insurance</p> <p>Up to 52 weeks' Rent up to a maximum of \$1,250 per week or as otherwise listed on your Certificate of Insurance.</p>

### Tenant Default – Court ordered termination

<ul style="list-style-type: none"> <li>■ Loss of Rent under a Lease Agreement, resulting from a court or tribunal ordered termination of the Lease Agreement during the Period of Insurance; and</li> <li>■ The cost of re-keying locks following a court-ordered termination.</li> </ul>	<ul style="list-style-type: none"> <li>■ more than you would be legally entitled to Claim from the Tenant under their Lease Agreement;</li> <li>■ Lease Agreements in a different name to the Tenant residing at the Risk Address;</li> <li>■ Sub-letting or multiple Lease Agreements in place for an individual Risk Address (unless accepted in writing by us);</li> <li>■ Rental Guarantee Arrangements.</li> </ul>	<p>Up to 20 weeks' Rent up to a maximum benefit amount of \$25,000</p> <p>Up to \$1,000 for the cost of re-keying locks following a court-ordered termination</p>
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## Section 6: Tenant Default

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
<b>Tenant Default – Death, murder or suicide (or attempted murder or suicide)</b>		
<ul style="list-style-type: none"> <li>Loss of Rent under a Lease Agreement, during the Period of Insurance caused by the death, murder or suicide (or an attempt of either) of the sole Tenant at the Risk Address shown on your Certificate of Insurance.</li> </ul>	<ul style="list-style-type: none"> <li>more than you would be legally entitled to Claim from the Tenant under their Lease Agreement;</li> <li>where the Lease Agreement is in a different name to the Tenant residing at the Risk Address;</li> <li>Sub-letting or multiple Lease Agreements in place for an individual Risk Address (unless accepted in writing by us); or</li> <li>Rental Guarantee Arrangements.</li> </ul>	Up to 26 weeks' Rent up to a maximum of \$1,250 per week or as otherwise listed on your Certificate of Insurance
<b>Tenant Default – Financial Hardship</b>		
<ul style="list-style-type: none"> <li>Loss of Rent under a Lease Agreement, during the Period of Insurance where a Court or Tribunal has released your Tenant from their obligation to pay Rent due to conditions of Financial Hardship;</li> <li>Loss of Rent under a Lease Agreement, during the Period of Insurance where Financial Hardship has been identified and resulted in the Tenant breaching the lease terms and conditions.</li> </ul>	<ul style="list-style-type: none"> <li>more than you would be legally entitled to Claim from the Tenant under their Lease Agreement;</li> <li>Lease Agreements in a different name to the Tenant residing at the Risk Address;</li> <li>Sub-letting or multiple Lease Agreements in place for an individual Risk Address (unless accepted in writing by us);</li> <li>Rental Guarantee Arrangements.</li> </ul>	Up to 12 weeks' Rent up to a maximum benefit amount of \$15,000
<b>Tenant Default – Domestic Violence</b>		
<ul style="list-style-type: none"> <li>Loss of Rent under a Lease Agreement, during the Period of Insurance where a Court or Tribunal has released your Tenant from their obligation to pay rent due to conditions of Domestic Violence;</li> <li>Loss of Rent under a Lease Agreement, during the Period of Insurance where Domestic Violence has occurred and resulted in the Tenant breaching the lease terms and conditions.</li> </ul>	<ul style="list-style-type: none"> <li>more than you would be legally entitled to Claim from the Tenant under their Lease Agreement;</li> <li>Lease Agreements in a different name to the Tenant residing at the Risk Address;</li> <li>Sub-letting or multiple Lease Agreements in place for an individual Risk Address (unless accepted in writing by us);</li> <li>Rental Guarantee Arrangements.</li> </ul>	Up to 20 weeks' Rent up to a maximum benefit amount of \$25,000

## Section 6: Tenant Default

What is Covered (and some things to note about your cover)	What is not Covered (Specific Exclusions)	\$ Maximum Limit
<b>Legal Expenses</b>		
<ul style="list-style-type: none"> <li>Legal expenses incurred by you, for the purposes of recovering any amount payable under this Section (6) Tenant Default, comprising of court application and/or court lodgement fees and/or court appointed bailiff/sheriff fees;</li> <li>Up to \$500 to cover property manager's fees for attending the court or tribunal on your behalf, provided the fee amount and structure is stipulated in the management agreement with your property manager, prior to commencement of court action.</li> </ul>	<ul style="list-style-type: none"> <li>court costs incurred to defend you or your property manager against actions brought by the Tenant;</li> <li>costs charged by the managing agent for preparing and lodging an insurance Claim on behalf of the you;</li> <li>independent legal costs (unless approved by us prior to legal appointment).</li> </ul>	Up to \$7,500 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, Damage and theft by Tenant cover or Tenant Default cover).

### Additional benefits

When we pay a Claim for any of the insured events listed under 'Tenant Default', we will also pay up to \$500 during the period of insurance for re-letting fees that are in excess of the Bond Monies.

For the purpose of this added benefit, re-letting fees means the amount paid to an agent for the costs incurred in finding you a new tenant and if those costs are required as part of your Lease Agreement.

### Additional conditions

The following additional conditions apply to Tenant Default:

- No Claim will be paid under this cover until such time as any Bond Monies collected under the state legislation applicable to residential tenancies are exhausted.
- Cover is unavailable if a Lease Agreement is in a different name to the Tenant residing in the property at the Risk Address.
- You, and anyone acting on your behalf, must take all reasonable steps to minimise Rent loss.
- We may reduce or refuse to pay a Claim for Tenant Default where you or your property manager:
  - fail to issue, or delays issuing, Rent Arrears and termination notices to the Tenant; or
  - fail to pursue, or delays pursuing, a court or tribunal order for the eviction of the Tenant following the expiry of the breach or termination notice.

These things must be undertaken in accordance with the applicable residential tenancies' laws in the State or Territory in which your Risk Address is located.

- The actions of the property manager you appoint to manage the Risk Address will be deemed to be your actions.

## General Exclusions

### General

Your Policy does not cover any claim in respect of loss or Damage caused by or in connection with any of the following:

Any amount greater than the Sum Insured on your Certificate of Insurance, except where the benefit is shown as additional to the Sum Insured.

we do not cover loss or Damage or liability caused by, arising from or in connection with:

- plants, shrubs, hedges, trees, loose or compacted soil, lawn, artificial turf, gravel, pebbles, rocks or garden beds, other than specific limited cover provided under Section 1: Building, as shown on page 30;
- swimming pools, spas, septic tanks, water tanks (and other in-ground or above-ground structures or their surrounds) caused by hydrostatic pressure or hydrodynamic pressure;
- Damage to swimming pool and/or spa covers or similar structures including liners or solar domes;
- retaining and freestanding outdoor walls;
- an event occurring outside the Period of Insurance;
- roots from grass, plants, shrubs, hedges or trees;
- a tree or branch lopped by you or on your behalf;
- electrical contacts at which sparking or arcing occurs in ordinary working;
- lighting or heating elements, fuses or protective devices;
- gradual deterioration including corrosion, rust, wear, tear, oxidation, change of colour, the action of light air, sand, sea salt, sea water or atmospheric or climatic conditions;
- lack of maintenance;
- inherent defects or faults, faulty workmanship, structural faults, faulty design;
- vibration, unless caused by an insured event for which cover is provided under this Policy;
- chipping, denting or scratching;
- animals, birds, insects, spiders or vermin (such as but not limited to, termites, rats, mice, or wildlife);
- Sub-letting of the Risk Address;
- Lease Agreement in a different name to the occupants residing in the Risk Address (unless accepted by us in writing);
- any intentional, fraudulent and/or illegal act committed by you, your Family or by any person acting with your express or implied consent;
- you illegally keeping explosives, flammable or combustible substances at the insured Risk Address;
- your failure to store, use or dispose of any hazardous materials legally and in accordance with manufacturer's directions;
- acts of Tenants with your consent or a representative of you;
- Tenants undertaking Maintenance Works at the Risk Address including whilst carrying out repairs, or attempted repairs with or without your or your property managers' permission. (This may include, but is not limited to, loss or Damage caused whilst cleaning, clearing gutters, fixing leaks and/or patching/ painting walls);
- actions of the sea or ocean, including where these are a result of wind or atmospheric changes associated with Storms, tidal waves and high tides;
- a bushfire, grassfire, tsunami, Earthquake, volcanic eruption, Named Cyclone or Flood that occurs within 72 hours of the start of the Period of Insurance. However, we will cover these incidents if your Policy began on the same day:
  - You bought the Risk Address: or
  - another insurance policy covering this Risk Address expired.
 If this is the case, we will pay up to the Sum Insured covered under the expired policy (any increase in the Sum Insured will not be covered for these events in the first 72 hours);
- mould or mildew, wet or dry rot, rising damp or dampness;
- water seeping, percolating or otherwise penetrating into buildings as a result of:
  - structural defects;
  - faulty design of the Buildings;
  - faulty workmanship in the construction of the Buildings;
- an inadequate drainage system;
- the escape of liquid occurring as a result of a gradual process of leaking, splashing, dripping or overflowing;
- liquids escaping from pipes designed to leak (such as an irrigation system);
- liquids escaping from a pot plant, vase planter box, terrarium, beverage container, cooking pot, bucket, swimming pool, watering can or watering systems;
- water entering your Building as a result of your failure to perform adequate maintenance on your Building, or a structural defect, or faulty design or workmanship;



## General Exclusions

- earth movement except for landslide or subsidence where it occurs within 72 hours of, and as a direct result of:
  - an explosion;
  - an Earthquake or tsunami or volcanic eruption;
  - a Storm; or
  - escape of liquids from a fixed pipe or something attached to a fixed pipe, fixed gutter, fixed tank or fixed drain;
- keys being provided for the purpose of property inspections, contract cleaning or contract works;
- mechanical, electronic or electrical breakdown or malfunction unless caused by Electric Motor Burnout;
- the removal or weakening of supports or foundations for the purpose of alterations, renovations or repair;
- settling, shrinkage or expansion in the Building, foundations, walls or pavements;
- consequential loss of any kind;
- Damage to your Risk Address while it is being cleaned, repaired, restored or altered by your property agent or contractor acting on your behalf;
- any amount recoverable under a manufacturer's or retailer's guarantee or warranty (including a builders warranty under the relevant state legislation);
- Tenant utilising the Risk Address for commercial activities, trade, manufacturing or childcare with or without your knowledge and/or consent;
- war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- any order of any government, public or local authority including compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession of your Building and/or Contents;
- direct or indirect exposure to radiation or contamination by radioactivity from any nuclear weapon, nuclear fuel, nuclear waste, nuclear material or nuclear fission or fusion;
- any penalties, fines, punitive, exemplary or aggravated damages for which you are liable;
- you or your managing agent fails to take reasonable actions and precautions such as:
  - not taking reasonable care to protect and maintain the Risk Address;
  - not taking reasonable steps to minimise the cost of any Claim under your Policy;
  - not complying with all applicable laws relating to the safety of a person or property; or

### Communicable Disease

You are not covered under this Policy for loss, damage or legal liability directly or indirectly caused by any Communicable Disease, or the fear or threat or perceived threat of any Communicable Disease.

### Cyber Exclusion

We will not cover claims for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in any way connected with any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of Computer Systems. We will cover physical Damage to Computer Systems at the Risk Address directly occasioned by natural perils, aircraft or vehicle impact and falling objects.

### Sanction limitation and exclusion

We do not provide cover and will not be liable to pay any claim or provide any benefit under this Policy which would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Australia.

### Loss of Data

You are not covered for the loss of, or denial of access to, any Data or any amount pertaining to the value of such Data, or the cost of recovery, reinstallation or Replacement, repair or restoration.

### Terrorism

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an 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, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## General Exclusions

### Renovations

While renovations are being undertaken to the Building, there is no cover for:

- loss or Damage caused by water entering the home due to Building renovations, alterations or additions;
- loss or Damage as a result of theft to any uninstalled appliance or building materials;
- loss or Damage as a result of theft or attempted theft by any person who is on the site with your consent or the consent of another person residing at the Risk Address;
- loss or Damage due to theft or attempted theft or where the Building security has been compromised due to the works being carried out;
- legal liability in respect to any loss or Damage caused by or as a consequence of the Building renovations alterations and/or additions if the total value of the project is greater than \$100,000; or
- Accidental Damage by, or as a consequence of Building alterations, renovations or additions.

### Failure to pay for your cover

We will not pay a Claim under this Policy if, at the time the Claim occurred, any instalment of premium has remained unpaid for 14 days or more.

## General Conditions

The following conditions apply to your policy.

### Asbestos

In relation to claims involving Damage to or removal of asbestos materials from the Risk Address, we will not pay any more to replace or repair Damaged property or remove debris, than would have been payable if the material had not contained asbestos. Instead, we will pay the cost of standard materials being used and available at the time of repairs or replacement or removal of Damaged property insured.

### Occupancy

We may, to the extent permitted by law, not pay a Claim if the Risk Address is not used for private residential purposes and subject to a Lease Agreement (unless agreed to by us in writing).

### Actions of property managers/agents

If you appoint a property manager or agent to manage the Risk Address, any actions undertaken will be considered to be actions by you.

### Duty to mitigate Repairs

- We may reduce or refuse your Claim in relation to repairs if you or your property manager:
  - fail to take reasonable steps to prevent further loss or Damage to your Risk Address after any incident; or
  - fail to repair or rectify any defect, structural fault, design fault or faulty workmanship as soon as is reasonably possible after you or your property manager become aware of these repairs, or a reasonable person in the circumstances would have become aware of it.

### Breach notices

- We may reduce or refuse your Claim if you or your property manager:
  - fail to issue, or delays issuing, breach or termination notices to the Tenant within a reasonable time.
  - fail to pursue, or delays pursuing, a court or tribunal order for the eviction of the Tenant following the expiry of the breach or termination notice.

These things must be undertaken in accordance with the applicable residential tenancies laws in the State or Territory in which your Risk Address is located.

### Failure to re-let

You must demonstrate that you or your property manager has taken reasonable steps to re-let the Risk Address as soon as possible after the actual departure of the Tenant or the date the Tenant was legally required to vacate the Risk Address. If you fail to do so, we will (acting reasonably), calculate the benefit payable for a Claim for Loss of Rent from the point in time that it would have been reasonable to have attempted to re-let the Risk Address.

### Keep your Building and Contents in good condition and well maintained

You must take reasonable steps to maintain your Building and Contents in a good state of repair and condition. This includes but is not limited to taking reasonable steps to:

- ensure that the Building is watertight, structurally sound and secure;
- ensure that gutters, downpipes and roof valleys are not clogged with debris and are not rusted, loose, falling down or missing;
- ensure that floors, walls or ceilings are intact and secure and that any Damage to these items and any other parts of the Building that are not the subject of a Claim under this Policy are repaired;
- comply with all applicable statutory government or local authority regulations and by-laws; and
- ensure that all Building maintenance or repairs to the Building and/or Contents are undertaken by an appropriately qualified person or licensed tradesperson.

Any loss or Damage or liability or costs or expenses arising from your failure to take reasonable steps to maintain your Building and Contents in a good state of repair and condition will not be covered under the Policy.

You must also make reasonable efforts to protect your Building and Contents from any loss or Damage.

## General Conditions

### Cancellation

You may cancel the Policy at any time by notifying us. Cancellation by you will be effective from 4pm, local time, on the later of the day we receive the cancellation notice or the date specified in the notice.

We have the right to cancel the Policy where permitted by and in accordance with the law. For example, we may cancel the Policy in certain circumstances. These include:

- if you failed to comply with duty to take reasonable care not to make a misrepresentation (go to page 11);
- where the Insured (as a consumer) failed to take reasonable care in disclosing information to the Insurer;
- where you have failed to comply with a provision of the Policy, including the term relating to payment of premium;
- where you have made a fraudulent Claim under the Policy or under some other contract of insurance that provides cover during the same period of time that our Policy covers you; or
- where we accept payment of premium by seven or more periodic instalments and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable. If this occurs, we will, send you a notice giving you details of the action we intend to take and when any cancellation will, become effective.

If we decide to cancel the Policy, we will give notice to you electronically or by post to your last known address. Such notice will be effective from 4pm, local time, on the third business day after the day it is given to you unless it specifies a later date or such earlier time in accordance with the Insurance Contracts Act. It is your responsibility to ensure that if your address changes, you let us know.

### Refund Policy

If you or we cancel the Policy, we may retain a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties we cannot recover.

In the event that you have made a Claim or intend to make a claim under the Policy, which occurred during the time on risk, no refund will be made for any unused portion of the premium.

### Law and jurisdiction

This insurance is subject to the laws of the Commonwealth of Australia and the Australian State or Territory in which the Risk Address is situated and the parties agree to submit to the exclusive jurisdiction in the courts of that Australian State or Territory.

# Claims Settlement

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## How we settle your Claim

### Reinstatement, Replacement or Repair

We may, acting reasonably, settle any Claim by payment, Reinstatement, Replacement or repair.

### What you must do

If loss or Damage or an event occurs which is likely to result in a Claim, you must at your own expense:

- advise us as soon as reasonably practical of full details of any loss, damage, injury or notice of claim against you;
- provide us with all information and evidence we may reasonably require;
- take reasonable precautions to prevent further loss or damage or liability;
- inform the police of any actual or attempted malicious damage, theft or housebreaking;

### Where claims are made against you or any other person insured by the Policy:

- you or such other person must not admit responsibility or offer or agree to settle the claim by exercising your rights under this Policy without our prior consent;
- we will be entitled to take over any conduct in your name or such other person any legal proceedings to defend the claim and to seek any legal remedy against other persons;
- we will, acting reasonably and taking into account your reasonable interests, have full discretion in the conduct of negotiations, proceedings and settlement of the Claim and you or such other person must give such information and assistance as we may reasonably require.

### How Claims impact your insurance

Where you have a claim under the Building or Contents section of this policy which does not result in us paying the full Sum Insured, your cover will continue up to the full Sum Insured.

Where you have a claim for Contents which results in us paying the full Sum Insured, the cover for your Contents will end, however, any other sections of the policy taken will continue. In addition we will provide temporary cover of \$10,000 for Contents up to a 3 month period after the date of loss, damage or destruction that led to your claim.

Where you have a claim under Building which results in us paying the full Sum Insured the cover for your policy including all covers will end.

No premium refund is due if you have paid your premium annually.

If you are paying your premium monthly, we will deduct the balance of the yearly premium from the Claim settlement.

You will need to contact us if you want to apply for a new Policy for the Building or Contents you replace.

### Fraudulent Claims

If any Claim is in any respect fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefit under the Policy, we will, acting reasonably, refuse payment of such Claim.



## How we settle Claims under Building cover (Section 1)

If your Claim for loss or Damage to your Building is covered under the Policy, we will pay the reasonable cost of repairing or rebuilding the damaged part of your Building to the same condition as it was when new. We will do our best to source materials that are the same type, standard and specification as the original materials that require replacing.

Where these materials are not available in Australia, we will, acting reasonably, source and/or pay for the costs of materials that are of a similar kind or quality.

### We may:

- enter into a contract with a builder to repair or rebuild your Building; or
- pay you the cost of repairing or rebuilding your Building in cash or cash equivalent and taking into account your reasonable interests.

The most we will pay for a Damaged dividing fence is half the cost of Replacement or rebuilding.

Repair or Replacement of Fixed Floor Coverings and Wall Coverings is limited to the room, hall or passage in which the loss or Damage occurred.

### What if you choose not to repair or rebuild:

If your damaged Building can be repaired or rebuilt, but you don't want to repair or rebuild, we will pay you the reasonable amount to cover the cost of rebuilding or repairing your Building as new, or the Building Sum Insured, whichever is the lesser. Excesses and other deductions may be applied to these settlements. The payment amount may also be adjusted in accordance with the GST provisions in this document.

- We will not pay to replace any undamaged items or materials.
- Where Replacement conditions do not apply, Claims will be settled on an Indemnity Basis.

## How we settle Claims under Contents cover (Section 2)

If your Claim for loss or Damage to your Contents is covered under the Policy,

### We may:

- repair or replace the item (or items); or
- pay you the cost of repairing or replacing the item (or items) in cash or cash equivalent and taking into account your reasonable interests.

### We will pay for the Replacement cost of the damaged Contents provided that:

- When we repair or replace your Floor Coverings or internal Window Coverings, 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 Floor Coverings or internal Window Coverings to create an uniform effect throughout your Building.
- The item is not more than 10 years old at the time of the loss or Damage (Except Electric Motor Burnout as provided); and
- If any part of a pair or set is lost or damaged, we will not pay more than the replacement value of the part which is lost or Damaged.

We consider the reasonable cost of repair or Replacement to be the retail price of the item as if it were new or if we were to repair or replace it on your behalf. Excesses and other deductions may be applied to these settlements. The payment amount may also be adjusted in accordance with the GST provisions in this document.

We will not pay to replace any undamaged items or materials.

Where Replacement conditions do not apply, or you do not repair or reinstate the Risk Address within a reasonable timeframe, Claims will be settled on an Indemnity Basis.

The most we will pay for Damage to your Contents is the Contents Sum Insured stated on your Certificate of Insurance, less any applicable Excess.

## **How we settle Claims under Loss of Rent cover (Section 4)**

### **How we calculate the Rent you have lost**

The sum for which we will be liable will be the actual amount of Rent you have lost.

This is calculated from the date rendering the Risk Address Uninhabitable to the date that the Risk Address is deemed by us acting reasonably, to be fit for re-tenancy.

### **When we will not pay for Rent you have lost**

We will not pay for Rent you have lost where:

- there has been undue delay prior to repairs commencing;
- Rent loss has arisen out of another insurer's Claim;
- loss or Damage has not resulted from a Claim under Building cover (section 1) or Contents cover (section 2);
- loss or Damage to the Building has rendered the Risk Address Uninhabitable and we do not cover the Building;
- loss or Damage to the Contents has rendered the Risk Address Uninhabitable and we do not cover the Contents; or
- the Rent lost is more than the Sum Insured or limit stated in your Certificate of Insurance or this document.

## **How we settle Claims under Damage or Theft by Tenants (Section 5)**

We will not pay more than the Sum Insured stated in your Certificate of Insurance.

We will, acting reasonably, settle your Claim for Damage or Theft by Tenants as follows:

Where there is a valid Claim under Damage or Theft by Tenants (section 5), we will pay the cost of Replacement or Reinstatement to your Building and Contents to a condition substantially the same as, but not better than its condition when new, which includes the additional costs necessary to comply with current applicable government or local by-laws.

Provided that:

- Reinstatement or repair is commenced without undue delay, not including delays beyond your control such as unavailability of materials or labour, or processing of permits;
- the property located at the Risk Address is maintained in good condition prior to any Damage;
- cover in respect of Floor Coverings, Fixed Floor Coverings, Wall Coverings, ceiling coverings and Window Coverings is restricted to the room or rooms in which Damage occurs;
- the item is not more than 10 years old at the time of the loss or Damage; Where an item exceeds 10 years, the settlement may revert from Reinstatement conditions to Indemnity Basis;
- if any part of a pair or set is lost or Damaged, we will not pay more than the Replacement value of the part which is Damaged; and
- we will not pay to replace any undamaged items or materials.

### **Where Replacement conditions do not apply, Claims will be settled on an Indemnity Basis provided that:**

- cover in respect of floors, Fixed Floor Coverings, Floor Coverings, Wall Coverings and Window Coverings, is restricted to the room or rooms in which Damage occurs.
- if any part of a pair or set is lost or damaged, we will not pay more than the Replacement value of the part which is damaged.

## How we settle Claims under Tenant Default cover (Section 6)

A claim under Tenant Default Cover is payable under this Policy for the period shown on your Policy Certificate.

### Conditions for Tenant Default Cover claims

Cover is only provided where you:

- have collected at least 4 weeks rental bond at the beginning of the Lease Agreement
- obtain or hold the rental Bond Monies from the Tenant;
- proceed to exercise your legal rights including make an application for loss of rent, rental bond monies and compensation for any damages and/or expenses;

The maximum benefit on your Policy is a limit per Period of Insurance. For example, if two tenancies default during one Period of Insurance, the most we will pay is 20 weeks rent combined for both claims. This means that if 7 weeks rent had been paid on the first defaulting tenancy, then only 13 weeks rent can be paid for the subsequent defaulting tenancy.

### How claims are calculated

Provided all conditions of cover are met the claim will be calculated as follows:

- **Fixed term Lease Agreement**  
Tenant default is payable from the date a Tenant has defaulted in their payments until the expiry of the fixed term Lease Agreement or until a day before a new tenant is due to move in, whichever is sooner.
- **Periodic Rental Agreement**  
Tenant default is payable from the date a Tenant has defaulted on their payments until the day they vacate the Risk Address plus the number of days they are required to give as notice.
- **Rent reduction and deferral of Rent**  
If you agree to a reduction of Rent, you cannot claim the difference in rental payments. For example, if the rental is \$400 per week and you agree to reduce it to \$300 per week, the difference of \$100 is not claimable. Likewise, if you agree that a Tenant can stop paying Rent for a period of time, this amount is not claimable. If a Tenant subsequently defaults on Rent, a Claim may be submitted and will be paid on the new reduced rental amount. If a Tenant defaults on a rental deferral, the deferred amount is not claimable.

## Rental Bond Deduction

The Bond Monies form the first part of any Damage or Theft by Tenant (Section 5) and/or Tenant Default (Section 6) and is able to be used for:

- unpaid water invoices;
- re-letting fees exceeding the policy limit of \$500;
- advertising costs;
- cleaning and steam cleaning costs;
- rubbish removal exceeding the policy limit of \$500;
- repairs/Maintenance;
- tribunal costs exceeding the policy limit of \$7,500;
- gardening;
- Rent default exceeding policy limits; or
- any other uninsured losses

Once the Bond Monies has been fully utilised your claim begins.

Allowable Bond Monies expenses over and above rental Bond Monies (exhausting the Bond Monies in full) are not covered under this Policy.

## Claim lodgement

You can submit a Claim by submitting the following documents and information to us:

### Rent Default Claim

- completed Claim form
- reason for default and period claimed (e.g. 01/02/23 - 19/02/23)
- Tenancy tribunal documents
- old Lease Agreement
- new Lease Agreement
- Rent ledger
- rental Bond refund form
- invoices to support rental Bond has been exhausted
- copy of any correspondence to the Tenant advising Rent is late/due or notice to vacate
- your bank account details (i.e. account name, BSB and account number)

### Deliberate Damage or theft claim

- completed Claim form
- photos of damaged items
- ingoing, outgoing and routine inspection reports
- quotes for repairs/Replacement
- your bank account details (i.e. account name, BSB and account number)

### Loss of rent arising from Damage to your Building or Contents

this section refers to the loss of Rent incurred due to your Risk Address becoming Uninhabitable following insured loss or Damage.

### Documents required

- Lease Agreement for last Tenant
- rental ledger for last Tenant
- repair report confirming cause of Damage and that the Risk Address is Uninhabitable
- repair invoice confirming repairs have been completed along with repair dates.

## Our rights of recovery

In respect of any Claim covered by this Policy, and without limiting our rights at law, we shall be subrogated to all your rights of recovery, and you shall provide all paperwork required and shall do such acts and things as may be reasonably necessary or reasonably required by us to secure and preserve such rights, including the provision of relevant information, your cooperation and any documents necessary to enable us to effectively pursue recovery action in your name (including the commencement of legal proceedings against the responsible party).

You shall not do anything or fail to do anything which excludes, limits or prejudices our rights of subrogation. In particular, without limiting the operation of this provision, you shall not enter into any contract or agreement which excludes, limits or prejudices a right of recovery which you may have in respect of any Claim covered by this Policy.



# Contact Us

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