



# HOLIDAY PROPERTY PROTECTION

Policy Wording and Product Disclosure Statement





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# Introduction

Date of preparation: 15 March 2021

This document contains both Our Product Disclosure Statement (PDS) and Policy Wording.

A PDS is a document required by the Corporations Act and contains information designed to help You understand the Holiday Property Protection insurance product and decide whether it is suitable for You.

Before You decide whether to purchase this insurance product, You need to read this document carefully to understand its features, benefits and risks.

To determine if this insurance is appropriate for You, it is important that You read the following Parts:

## **Part 1: Important Information**

Contains information on some important matters You need to be aware of before applying for this insurance.

## **Part 2: General Definitions**

Outlines what We mean by certain defined terms in the Policy applicable to all sections.

## **Part 3: Policy Sections and Covers**

Sets out the cover provided and any specific definitions, exclusions and conditions that apply.

This is divided in to three sections:

Section 1: Building and Contents

Section 2: Loss of Rent

Section 3: Damage by Tenants

There are two levels of cover available to choose from:

- Value: Our base level cover which provides You coverage for Building and/or Contents as outlined in Section 1. You also have the option to add optional covers outlined in sections 2 and 3 .
- Value Plus: which gives You all the benefits of Our Value cover, plus Accidental Damage cover and enhanced limits on some sections.

Your Policy Schedule will indicate which level of cover has been selected and which sections apply to You.

## **Part 4: General Exclusions**

Outlines what We do not cover for all sections.

## **Part 5: General Conditions**

Provides information on additional terms and conditions that apply to all sections.

## **Part 6: Claims Settlement Procedure**

Outlines the steps involved in lodging a claim along with details on how claims impact Your insurance.

## **Part 7: Other Information**

Contains other information relating to the provision of financial services.

# Part 1: Important Information

## 6 Important Information

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### Who is SGUA?

In arranging this insurance Ukawa Pty Ltd trading as St. George Underwriting Agency (SGUA) ABN 59 009 357 582, AFS licence No. 236663, act as an agent of the insurer and not as Your agent. SGUA has authority from the insurer to issue, vary or dispose of this insurance and administer and settle claims of this insurance.

SGUA are located at:

St. George Underwriting Agency  
109 St Georges Terrace  
Perth WA 6000

SGUA's postal address is:

St. George Underwriting Agency  
PO Box 5663  
St Georges Tce WA 6000

Additional contact information:

Tel: 08 6381 7100

Email: [resolution@sgua.com.au](mailto:resolution@sgua.com.au)

### Who is the Insurer?

The insurer of this product is The Hollard Insurance Company Pty Ltd (Hollard), ABN 78 090 584 473, AFS licence No. 241436.

The registered office of Hollard is  
Level 12  
465 Victoria Avenue  
Chatswood NSW 2067

For further information, visit  
[www.hollard.com.au](http://www.hollard.com.au)

### Who is the Insured?

The person or persons insured by this Policy are identified by name and/or number set out in Your Policy Schedule.

### General Advice Warning

Any advice that SGUA gives about this Policy is general in nature and does not take into account any of Your particular objectives, financial situation or needs.

Before You make any decision to acquire this Policy, We recommend that You should read this PDS and Policy wording.

### Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, that may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is common knowledge;
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

### If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim or both. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

### Who does the duty of disclosure apply to?

Everyone who is insured under the Policy must comply with the relevant duty.

### What happens if You or they do not comply with either duty?

If You or they do not comply with the relevant duty, We may cancel the Policy or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed and pay nothing.

## Cooling Off Period

You have the right to cancel and return this Policy by notifying Us in writing within 30 days of the date it was issued to You (“cooling off period”), unless You make a claim under the Policy within the cooling off period. If You cancel it during this period, We will return the amount You have paid.

## The Goods and Services Tax (GST) and Your insurance

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. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We pay.

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.

## Making a Complaint

SGUA places the highest priority on providing prompt, efficient and friendly service including protecting Your privacy. We welcome every opportunity to resolve any concerns You may have with Our products or service.

### 1. Let Us know about Your concerns

If You have a complaint concerning the financial product or services provided to You, please contact Us and We will do Our best to resolve them.

Phone: 1800 355 559

Email: [admin@sgua.com.au](mailto:admin@sgua.com.au)

When You make Your complaint please provide as much information as possible. Our aim is to resolve all complaints as soon as possible, however where We can't resolve Your concern immediately We will try to resolve it within 15 business days.

### 2. Escalate Your Complaint to Our Internal Dispute Resolution Team

If We haven't responded to Your complaint within 15 business days, or if You're not satisfied with how We've tried to resolve it, You can ask for Your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist by contacting Our Internal Dispute Resolution Committee.

Mail: The Hollard Insurance Company Pty Ltd  
Internal Dispute Resolution Committee  
Locked Bag 2010 St Leonards NSW 1590

Phone: 02 9253 6600

Email: [resolution@hollard.com.au](mailto:resolution@hollard.com.au)

The Dispute Resolution Specialist will provide in writing Our final decision within 15 business days of Your complaint being escalated, unless they've requested an extension from You and You've agreed to give Us more time.

### 3. Seek an external review of Our decision

If You are not satisfied with Our response or if We've taken more than 45 days to respond to You from the date You first made Your complaint You may lodge a complaint with the Australian Financial Complaints Authority (AFCA) at:

Mail: Australian Financial Complaints Authority  
GPO Box 3, Melbourne, Victoria 3001

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Website: [www.afca.org.au](http://www.afca.org.au)

The AFCA service is provided to You free of charge. A decision by AFCA is binding on Us but is not binding on You. You have the right to seek further legal assistance.

## 8 Important Information

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### Updating information

The information in this Policy Wording and PDS was current at the date of preparation. We may update some of the information in the PDS, that is not materially adverse, from time to time without needing to notify You. You can find out if We have updated the PDS and obtain a copy of any updated information by contacting SGUA.

We will give You a free paper copy of any updates if You request them. If it becomes necessary, We will issue a supplementary or replacement PDS.

### Making a claim

If You wish to make a claim under this Policy You can either contact SGUA on Tel: 1800 355 559 or lodge online at [www.sgua.com.au/submit-a-claim](http://www.sgua.com.au/submit-a-claim).

### The cost of this insurance

We consider various factors to calculate Your premium, such as:

- Your Sum Insured;
- location of the insured property;
- Your claims experience.

The premiums payable by You are subject to applicable Commonwealth and State taxes and charges such as the Goods and Services Tax, Stamp Duty, Emergency Services Levy (where applicable) and SGUA's administration fee. The amount of these taxes, duties and/or fees will be shown in Your Policy Schedule.

### Excesses

Your excess is the amount that You agree to contribute at the time that a claim is paid. The excess selected for Your Building and/or Contents will be clearly documented in Your Policy Schedule. Your standard excess applies to each and every claim unless stated otherwise.

#### Earthquake, Tsunami and Volcanic Eruption

In the event of an earthquake, tsunami or volcanic eruption, a fixed excess of \$300 will apply to each event in addition to the excess shown on Your Schedule.

#### Flood

In the event of a Flood, a fixed excess of \$500 will apply to each event, in addition to the excess shown on Your Schedule.

### 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.



## Underinsurance Section 2 Loss of Rent

We offer an optional additional benefit for Loss of Rent (see section 2: Loss of Rent section of this Policy). Section 2 Loss of Rent cover is subject to underinsurance conditions.

This means if, at the time of loss, the rental Sum Insured noted in Your Policy Schedule is less than the full value of the annual rent You expect to receive You will not have enough cover to fully reimburse You for the actual value of the rent lost.

For example:

if Your claim is for \$1,000; and the annual rent You expect to receive is \$8,000; and Your Sum Insured is \$6,000,

Your claim payment will be adjusted accordingly to the following formula:  
 $\$6,000/\$8,000 \times \$1,000 = \$750$ .

## Applying for insurance

When You apply for this insurance, You will need to complete an application form. We will use and rely on the information supplied on that form to decide the terms of cover that We will provide. We provide cover to You on the terms contained in this document and any other document that We tell You forms part of the terms and conditions of Your cover, including the most recent Policy Schedule.

The Policy Schedule will show important information relevant to Your insurance including the Period of Insurance, Your premium, details of Your insured property, the excess(es) that will apply to You and others and whether any standard Policy terms have been varied by way of Endorsement.

All of these make up Your Policy with Us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of the items You insure.

## Renewal procedure

Before the Policy expires We will advise You in writing if We are prepared to renew by sending a renewal invitation advising the amount payable to renew the Policy. Alternately, We will advise if renewal will not be offered.

You should check the details in your renewal notice and inform us of any changes, such as your address or payment arrangements. You should also check Your sum insured and consider if Your level of insurance is still appropriate. Unless You opt out of the automatic renewal process by notifying Us in writing to contrary, Your cover will be automatically renewed for the following year.

This PDS applies to any offer of renewal We may make unless We tell You otherwise. It is important that You check the information shown before renewing each year to satisfy Yourself that the details are correct.

## Remuneration

Hollard as the insurer ultimately receives the premium for this insurance if You purchase it. This amount is agreed with You before the insurance is purchased.

SGUA receives a commission from Hollard which is included in this amount. SGUA may also receive a share of underwriting profit (if any). You may request particulars about this commission or other benefits SGUA receives from Hollard, however the request must be made within a reasonable time after You have been given this document and before the relevant financial service has been provided to You.

# Part 2: General Definitions

**Terms and what we mean:**

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**Accidental Damage**

Sudden, unexpected and unintentional loss or damage.

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**Building**

The property at the risk address shown in Your Policy Schedule which belongs to You or for which You are legally liable, which includes the following:

- ✓ the residential building or unit and all domestic outbuildings;
- ✓ structural domestic improvements including:
  - built-in furniture,
  - paths, driveways, terraces, walls, gates, fences, masts, aerials and clotheslines,
  - permanently fixed swimming pools, saunas and spas and associated equipment but not inflatable pool covers;
- ✓ pipes, ducts, wires, cables, meters and switches, all of which supply the property with either light, heat, cooling, telephone, gas, water, drainage or sewerage;
- ✓ fixtures and fittings (including):
  - room heaters, stoves, air conditioners, fans, light fittings and hot water systems;
  - appliances or equipment attached to the gas, plumbing, drainage or sewerage systems, or to the electrical systems other than those items which plug into power points.
- ✓ exterior blinds and awnings and fixed wall, floor or ceiling coverings other than carpets and floating floors;
- ✓ jetties and pontoons, provided that:
  - the structures are permanently fixed to the land at the risk address;
  - the structures are Your property and have no commercial activities undertaken from them; and
  - the jetty and/or pontoons are structurally sound and well maintained.

Building does not mean:

- ✗ caravans, houseboats or mobile buildings fixed or freestanding and any parts or accessories;
  - ✗ unsealed paths or unsealed driveways constructed of earth or gravel;
  - ✗ grass, lawn, plants, hedges, trees and shrubs;
  - ✗ any item defined as Contents; and
  - ✗ 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.
-

### Contents

The property in the Premises for the use of the Tenant and belonging to You, and means:

- furniture, carpets, floating floors;
- Household Goods and furnishings;
- improvements and decorations particular to a certain lot which the body corporate or similar is not required by law to insure. Items that are covered by an insurance Policy taken out by the body corporate or similar are excluded from this Policy;
- electronic equipment not fixed in the Premises, up to a maximum of \$1,000 for each item or series of items forming a single unit of electronic goods used for entertainment purposes (including computers), unless otherwise specified in Your Policy Schedule. We will not pay more than 25% of the Contents Sum Insured in total for all electronic equipment;
- swimming pools not permanently fixed;
- Personal Effects up to a maximum of \$1,000 arising from any one event;
- Contents in a locked garage or locked garden shed, up to a maximum of \$2,500 for any one claim; and
- portable barbecues.

Contents does not mean:

- ✗ Building;
  - ✗ motor vehicles (other than a ride on mower used for private purposes), motorcycles, caravans, trailers or any accessories, components or parts for these items;
  - ✗ watercraft and aircraft (including remotely piloted 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);
  - ✗ grass, lawns, plants or shrubs or trees in gardens;
  - ✗ animals, birds or fish;
  - ✗ furs, jewellery, gold/silver articles;
  - ✗ documents and money;
  - ✗ antiques, works of art, collections of any kind; and
  - ✗ property contained in open carports, outhouses, lean-tos or in the open air.
-

**Deliberate Damage**

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 Premises; and occurred
- ✓ during the Period of Insurance.

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, garden and the like;
  - ✗ theft by the Tenant;
  - ✗ items missing where there is no independent evidence supporting Deliberate Damage by the Tenant;
  - ✗ cleaning costs or removal of garbage or any material left on the Premises by the Tenant;
  - ✗ normal deterioration, wear and tear;
  - ✗ damage by animals, whether or not they are owned by the Tenant; and
  - ✗ accidental or unintentional damage.
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**Endorsement**

A written alteration to the terms, conditions and limitations of this Policy which is shown in Your Policy Schedule.

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**Flood**

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.
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**Floorcoverings**

Material used to cover the floor of a room. Floorcoverings includes:

- carpet;
  - rugs;
  - floating floorboards; and
  - tiles.
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## 14 General Definitions

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### **Indemnity Basis**

We will deduct an amount for depreciation based on the original age of the damaged item before the claim occurred.

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### **Household Goods**

Goods used in the Building which:

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

### **Period of Insurance**

The period during which cover is provided under the Policy as shown in Your Policy Schedule. Any period for which the Policy is renewed is treated as a separate Period of Insurance.

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### **Personal Effects**

Goods or possessions (including sporting goods) which belong personally to You or for which the personal use is for You or anyone who is staying at or visiting the Premises.

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### **Policy**

Includes this document, the Policy Schedule, and any other change to the terms of the Policy otherwise advised by Us in writing (such as an Endorsement or Supplementary PDS) which may vary or modify the above documents.

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### **Premises**

The Building and land on which the Building is situated, including land forming the immediate surrounds and domestic gardens, but not including land used for cropping, growing, grazing, stables and all property associated with stables, or any undeveloped areas at the address shown in Your Policy Schedule.

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### **Policy Schedule**

The relevant schedule We issue including on renewal or variation of the Policy which shows Your Policy number, together with the details of Your cover including the sections of the Policy which apply to You. Coverage for any section is indicated where a dollar amount is listed next to it.

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### **Replacement / Reinstatement**

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 Policy Schedule or the Policy Wording.

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### **Storm**

Violent atmospheric disturbance which may be accompanied by rain, hail, snow or sleet. Storm does not mean persistent bad weather, or intermittent rain, persistent rain or heavy rain by itself but includes a flash flood.

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**Sum(s) Insured**

The relevant amount(s) (including any applicable sub-limits) shown in Your Policy Schedule or other Policy documents as the sum insured applicable to the relevant cover provided under the Policy.

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**Tenant**

The guest who has rented the Premises and includes any of their immediate family or invitees staying at the Premises.

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**Tenancy**

The period of any one Tenant's occupancy.

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**Wall Coverings**

Material used as a decorative covering for internal walls. Wall Coverings include:

- paint
  - wallpaper; and
  - tiles
- 

**Window Coverings**

Decorations for a window comprising of:

- blinds
  - shutters
  - curtains
  - drapes, swags, valances
- 

**“We” “Us” “Our”**

Ukawa Pty Ltd trading as St. George Underwriting Agency acting as an agent of the insurer, The Hollard Insurance Company Pty Ltd.

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**“You” “Your” “Yourself”**

The insured named in Your Policy Schedule.

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# Part 3: Sections and Covers

## **Our Base Cover**

Section 1: Buildings and Contents

## **Additional Optional Covers:**

Section 2: Loss of Rent

Section 3: Damage by Tenants



## Section 1 – Building and Contents

This section describes the cover offered to Buildings and Contents. You may choose to be covered for:

- Building and Contents;
- Building only; or
- Contents only.

Your Policy Schedule will specify Your chosen coverage for either Buildings or Contents or both, and if You have chosen enhanced coverage under the Value Plus Option.

### Defined Events

We will indemnify You in respect of physical loss or physical damage to the insured Building(s) and/or insured Contents caused by the following defined events which occur during the Period of Insurance.

The cover provided for physical loss or damage is subject to all other terms and conditions of this Policy, including the exclusions shown under “What is not covered” and the General Exclusions on Page 28.

#### Fire, explosion, or lightning

##### What is covered

- ✓ damage caused by fire (where there is a flame), explosion, or lightning.

##### What is not covered

- ✗ damage which arises gradually out of repeated exposure to fire or smoke;
- ✗ damage to any property as a result of its undergoing a process necessarily involving the application of heat;
- ✗ damage to any property as a result of scorching and/or melting; or
- ✗ damage from heat, smoke or soot when the Building and/or Contents have not caught fire.

#### Earthquake, tsunami and volcanic eruption

##### What is covered

- Damage caused by:
- ✓ earthquake;
  - ✓ tsunami; or
  - ✓ volcanic eruption.

##### Excess

Claims under this defined event are subject to an additional excess of \$300.

##### What is not covered

- ✗ subsequent damage caused after the first 72 hours of the initial earthquake, tsunami or volcanic eruption.

**Theft or any attempted theft**

**What is covered**

- ✓ loss or damage caused by theft or any attempted theft, including:
  - keys up to \$1,000 for any one claim;
  - Contents from a locked garage or locked garden shed is covered, where forced entry is evident up to \$2,500 for any one claim.

**What is not covered**

- ✗ theft by any person ordinarily residing with You at the time of the theft;
- ✗ theft by a Tenant;
- ✗ theft by any person working for the Tenant;
- ✗ the non-return of the keys or theft of the key by the Tenant(s) named on the lease;
- ✗ theft of Household Goods (refer to Definitions).

**Bursting, leaking, discharging or overflowing**

**What is covered**

- ✓ loss or damage caused by bursting, leaking, discharging or overflowing of:
  - fixed guttering;
  - fixed tanks; or
  - fixed pipes or other apparatus used to hold or carry liquid of any kind.
- ✓ exploratory costs reasonably incurred in locating the source of damage provided that a claim for damage is accepted under this defined event, subject to a limit of \$500 for any one occurrence.

**What is not covered**

- ✗ the cost of repair or Replacement of the defective part(s) of the guttering, tanks, pipes or other apparatus giving rise to the loss or damage, including the cost of making good the repairs or Replacement;
- ✗ damage caused by the porous and/or deteriorated condition of tile grout; or
- ✗ damage caused by the lack of a waterproof membrane or damage caused by a leaking shower base not fitted with a tray.

**Acts of malicious persons or a deliberate or intentional act**

**What is covered**

- ✓ loss or damage caused by acts of malicious persons or a deliberate or intentional act.

**What is not covered**

- ✗ destruction or damage intentionally caused by:
  - You;
  - a member of Your family;
  - a person acting with the express or implied consent of You or any member of Your family; or
  - a Tenant. (refer to Section 3: Damage by Tenants)
- ✗ loss or damage to Household Goods (refer to Definitions).

**Glass Breakage**

**What is covered**

Accidental breakage of:

- ✓ fixed glass;
- ✓ shower bases;
- ✓ basins;
- ✓ sinks;
- ✓ baths;
- ✓ lavatory pans;
- ✓ cisterns; or
- ✓ ceramic or glass cooking tops

provided that the breakage was caused by the physical impact of an object.

Where Your Building is insured or where You are legally liable to pay for such breakage, We cover accidental breakage of:

- ✓ fixed glass in windows, doors, skylights;
- ✓ sinks, basins, baths, cisterns and toilets;
- ✓ ceramic or glass cooking tops if damage was caused by physical impact of an object.

**What is not covered**

Accidental breakage of:

- ✗ the screen of an electronic visual display unit;
- ✗ glass in a picture frame or clock;
- ✗ Replacement of the entire appliance if the glass top is no longer available; or
- ✗ any costs if the breakage does not extend through the entire thickness of the damaged item (e.g. chips or scratches).

**Flood**

**What is covered**

- ✓ loss or damage caused by Flood.

Excess

Claims under this defined event are subject to an additional excess of \$500.

**What is not covered**

- ✗ N/A  
(refer to Definitions for more information about Flood).

Storm	
What is covered	What is not covered
<ul style="list-style-type: none"> <li>✓ loss or damage caused by Storm.</li> </ul>	<ul style="list-style-type: none"> <li>✗ loss or damage:                             <ul style="list-style-type: none"> <li>- caused by actions of the sea (including tidal waves, high tides), erosion, subsidence or landslide;</li> <li>- caused by water seeping or percolating through walls, roofs or floors;</li> <li>- resulting from Your failure, to maintain the property in a good state of repair or failure to fix damage or deterioration; or</li> <li>- due to a defect of which You were aware or should reasonably have been aware.</li> </ul> </li> <li>✗ the cost of cleaning or removing mud or debris out of swimming pools and spas or replacing the water.</li> </ul>

Impact Damage	
What is covered	What is not covered
<p>Loss or damage caused due to impact from:</p> <ul style="list-style-type: none"> <li>✓ an aircraft, space debris or debris from an aircraft, rocket or satellite; any vehicle (including a waterborne craft) or animal;</li> <li>✓ a falling tree or falling part of a tree (but excluding loss or damage caused by tree lopping or felling by You or a person acting with Your consent). We will not pay for the removal of a tree stump from the ground; or the removal of any part of a tree that has not fallen; or</li> <li>✓ a satellite dish, television or radio aerials or masts that have broken or collapsed (but excluding damage to the satellite dish, television or radio aerial, or masts).</li> </ul>	<p>Loss or damage caused due to impact from:</p> <ul style="list-style-type: none"> <li>✗ an animal kept on the Premises or a domestic animal such as a pet;</li> <li>✗ lopping or felling a tree.</li> </ul>

**Riot or civil commotion**

What is covered	What is not covered
<ul style="list-style-type: none"> <li>✓ Loss or damage caused by riot or civil commotion;</li> <li>✓ strikers or locked-out workers or persons taking part in labour disturbances;</li> <li>✓ persons of malicious intent acting on behalf of or in connection with any political organisations; and</li> <li>✓ any lawfully constituted authority in connection with the events specifically referred to in this defined event where the resulting loss or damage is directly caused thereby.</li> </ul>	<ul style="list-style-type: none"> <li>✗ N/A</li> </ul>

**Loss of or damage to the motor of household electrical machines**

What is covered	What is not covered
<p>Loss of or damage to:</p> <ul style="list-style-type: none"> <li>✓ motors forming part of Your Building if You have Building cover;</li> <li>✓ motors forming part of Your Contents if You have Contents cover.</li> </ul> <p><u>Settlement: Value policies</u>            Claims for this event will be settled on the basis of Replacement value reduced by 8% for each full year since the date of manufacture of the motor for which a claim is submitted.</p> <p><u>Settlement: Value Plus policies</u>            Claims for this event will be settled on:</p> <ul style="list-style-type: none"> <li>- Replacement value for items up to 5 years old at the time of loss or damage.</li> <li>- Replacement value reduced by 7% for each full year since the date of manufacture of the motor for which the claim is submitted for items over 5 years old.</li> </ul>	<ul style="list-style-type: none"> <li>✗ Motors within radios, televisions, video or sound recording or playing equipment, computers and ancillary equipment and (microwave ovens) forming part of Contents caused by the actual burning out of such motor by the electrical current therein.</li> <li>✗ electrical contacts at which sparking or arcing occurs in ordinary working;</li> <li>✗ lighting or heating elements, fuses or protective devices; or</li> <li>✗ loss of use, depreciation, wear and tear.</li> </ul>

**Accidental damage (if You have selected Value Plus cover)**

The cover provided for Accidental loss or damage is subject to the exclusions shown under “What is not covered” and the General Exclusions on Page 28.

Accidental damage (if You have selected Value Plus cover)	
What is covered	What is not covered
<p>Accidental loss or damage to:</p> <ul style="list-style-type: none"> <li>✓ Your Building if You have Building cover;</li> <li>✓ Your Contents if You have Contents cover.</li> </ul> <p><u>Excess</u></p> <p>Claims under this defined event are subject to Your standard excess or \$250, whichever is greater.</p>	<ul style="list-style-type: none"> <li>✗ Accidental Damage caused by Tenants (refer to Section 3: Damage by Tenants); loss or damage caused by or directly out of:</li> <li>✗ <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>- loss of or contamination of water in swimming pools, spas, water tanks or similar structures;</li> </ul> </li> <li>✗ damage to swimming pools or similar structures; or</li> <li>✗ damage to floor or wall tiles.</li> </ul>

Temporary removal of contents (contents cover only)	
What is covered	What is not covered
<ul style="list-style-type: none"> <li>✓ Damage to Contents caused by: <ul style="list-style-type: none"> <li>- theft;</li> <li>- Storm;</li> <li>- Flood;</li> <li>- rainwater; or</li> <li>- impact anywhere in Australia,</li> </ul> </li> </ul> <p>while the Contents are temporarily removed to any occupied private residence or any other Premises where You (or any member of Your family permanently living with You) are temporarily living but not while contained in a tent, vehicle, caravan, waterborne craft or aircraft.</p> <p>The most We will pay under this defined event is an amount up to 20% of the Contents Sum Insured.</p>	<ul style="list-style-type: none"> <li>✗ N/A</li> </ul>

**Contents while in transit (Contents cover only)**

**What is covered**

- ✓ whilst moving to a new address within Australia We will cover Your Contents while they are being moved, for loss or damage caused by:
  - fire;
  - collision; or
  - overturning of the vehicle carrying them.

**What is not covered**

✗ N/A

**Legal Liability**

What is covered	What is not covered
<p>✓ Amounts which You, as the owner of the Premises, may become legally liable to pay as compensation in respect to any one accident, or series of accidents, arising out of one event or originating cause, that had resulted in:</p> <ul style="list-style-type: none"> <li>- death, bodily injury or illness; and/or</li> <li>- physical loss of or physical damage to property,</li> </ul> <p>which occurred at the Premises during the Period of Insurance.</p> <p>✓ All legal costs and charges and expenses:</p> <ul style="list-style-type: none"> <li>- incurred with Our written consent in the settlement or defence of claims or litigation arising therefrom; and</li> <li>- recoverable by any claimant from You or from any other person insured by this section of the Policy.</li> </ul> <p><u>Maximum Benefit</u></p> <p>The maximum amount We will pay under this benefit is \$20,000,000 in respect of any one accident or series of accidents arising out of one event.</p> <p>If You have effected more than one Policy with Us Our liability under all policies for this benefit shall not exceed \$20,000,000 in total in respect of any one accident or series of accidents arising out of one event or originating cause.</p> <p>If We do not insure Your Building We will only cover You for legal liability arising out of Your ownership of the Contents insured under this Policy.</p>	<p>Any claim:</p> <ul style="list-style-type: none"> <li>✗ arising out of the ownership, possession or use by You of any land or Building other than those at the risk address shown in Your Policy Schedule;</li> <li>✗ 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 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 the transmission of any disease;</li> </ul> </li> <li>✗ 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 member of Your permanent household; or</li> <li>- to any person in the service of either You or of any other person insured by this Section of the Policy;</li> </ul> </li> <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 or in connection with lifts or mechanically propelled vehicles such as but not limited to, cars, motorised scooters, bicycles, skateboards and the like (other than ride on mowers used for private purposes);</li> <li>✗ arising out of or in connection with watercraft;</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 which exceed a total cost of \$30,000;</li> <li>✗ arising out of any liability imposed by contract;</li> <li>✗ for any libel or slander;</li> <li>✗ arising out of vibration or interference with any land, Building or property;</li> </ul>



What is covered	What is not covered
	<ul style="list-style-type: none"> <li>✘ arising out of any actual, alleged or threatened contamination or pollution of any property, land, the atmosphere or any watercourse or body of water (including groundwater) other than arising from an occurrence which is neither reasonably expected or intended by You and is a consequence of a sudden cause which takes place at a clearly identifiable time and place during the Period of Insurance;</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;</li> <li>✘ arising from a strata title Building unless such Building is insured by this Policy, however, this exclusion will not apply to Your liability which falls outside the responsibility of the body corporate or strata title company;</li> <li>✘ claims arising out of the ownership, possession or use by You of any animals or birds;</li> <li>✘ we will not:             <ul style="list-style-type: none"> <li>a. cover Your legal liability arising out of breach of copyright or an act of assault caused by You;</li> <li>b. cover You for any legal liability arising from any:                 <ul style="list-style-type: none"> <li>i. statutory compulsory scheme or fund, or</li> <li>ii. accident compensation scheme or workers' compensation policy of insurance, or</li> <li>iii. industrial award,</li> </ul>                     even if the amount recoverable is nil;                 </li> <li>c. cover You for and legal liability which is in excess of that recoverable under any:                 <ul style="list-style-type: none"> <li>i. statutory compulsory scheme or fund, or</li> <li>ii. accident compensation scheme or workers' compensation policy of insurance, or</li> <li>iii. industrial award;</li> </ul> </li> <li>ci. pay for any aggravated, exemplary or punitive damages, fines or penalties</li> </ul> </li> </ul>

What is covered	What is not covered
	<p>✘ claims which arise out of or from activities associated with the operation of a complex (of which the Premises forms part) as a resort and/or hotel and/or a strata-title complex, or from the use of facilities which are not for the exclusive use of the occupants of:</p> <ul style="list-style-type: none"><li>(i) the unit insured on the Schedule or</li><li>(ii) the unit noted on the Schedule in which the insured Contents are situated, or</li><li>(iii) arising out of services provided to the unit by a service provider or facility contained within or external to a complex (of which the Premises forms part).</li></ul>

# Part 3: Sections and Covers

## Optional Additional Covers

### Section 2 - Loss of Rent

This Section applies to the Additional Optional cover for Loss of Rent.

If You have chosen this option, it will be specified in Your Policy Schedule that You are covered under this Section.

The cover provided under section 2 is subject to all other terms and conditions of this Policy, including the exclusions shown under “What is not covered” and the General Exclusions on Page 28.

### Loss of Rent

What is covered	What is not covered
<p>✓ loss of rent arising from Your Building and/or Contents being so damaged as to become untenable.</p> <p>We only do this if:</p> <ul style="list-style-type: none"> <li>- the damage was caused by any of the defined events under Section 1: Building and Contents or under Section 3: Damage by Tenants; and</li> <li>- Your claim for damage has been accepted and that claim involves damage to the Building and/or Contents insured by this Policy.</li> <li>- the damage was caused by death of a guest.</li> </ul>	<ul style="list-style-type: none"> <li>✗ any claim for loss of rent arising from tenant damage until such time as any monies collected as a security bond are legitimately exhausted; or</li> <li>✗ more than the Sum Insured shown in Your Policy Schedule;</li> </ul>

### Prevention of Access

What is covered	What is not covered
<p>Irrevocable loss of rent as a result of access to the insured property being denied due to:</p> <ul style="list-style-type: none"> <li>✓ damage to neighbouring Premises in the immediate vicinity caused by an insured event, other than malicious damage or Deliberate Damage; or</li> <li>✓ a government authority prohibiting Your Premises from being occupied as a direct result of damage to, or threat of damage to, Your Premises or neighbouring Premises.</li> </ul>	<ul style="list-style-type: none"> <li>✗ more than the Sum Insured shown in Your Policy Schedule.</li> </ul>

### Section 3 – Damage by Tenants

This Section applies to the Additional Optional cover for Damage by Tenants.

If You have chosen this option, it will be specified in Your Policy Schedule that You are covered under this Section.

What is covered	What is not covered
<p>✓ Losses arising from Deliberate Damage to the Building and/or Contents by the Tenants.</p> <p><b>Value Plus Only</b></p> <p>✓ Losses arising from Accidental Damage to the Building and/or Contents by the Tenants.</p>	<p>✗ Deliberate Damage of Household Goods (refer to Definitions);</p> <p>✗ additional damage arising from the actions or lack of actions by You or Your agent to minimise the Deliberate Damage caused by the Tenants.</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 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; or</li> <li>- damage to swimming pools or similar structures.</li> </ul>

Sub-Limits

**Accidental Damage**

The following sub-limits apply to any one claim per Tenancy under this section unless specifically insured elsewhere in this Policy:

- Floorcoverings \$1,500;
- painting \$1,000;
- window coverings \$1,000;
- benchtops and vanity tops \$1,500;

## 30 Sections and Covers - Optional Additional Covers

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### Sub-Limits

#### **Deliberate Damage**

contamination from methamphetamine or other illicit drug manufacturing or distribution:

- \$50,000 (Value);
- \$60,000 (Value Plus).

### Excess

#### **Accidental Damage**

Claims for Damage by Tenants are subject to an excess payable by You of \$250 for each event.

The maximum excess We will charge for each claim involving multiple events is \$500.

#### **Deliberate Damage**

Claims involving Deliberate Damage are not subject to an excess (unless stated otherwise on Your Policy Schedule).

# Part 4: General Exclusions

The following exclusions apply to all Policy sections.

**We do not cover loss or damage to:**

- artificial turf;
- 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;

**We do not cover loss or damage caused by or arising from or in connection with:**

- roots from trees, plants, shrubs or grass;
- gradual deterioration including, rust, wear, tear, oxidation, change of colour, the exposure to light or atmospheric conditions;
- vibration, unless caused by an insured event;
- mould or mildew, wet or dry rot, rising damp or dampness unless caused by an insured event;
- lack of maintenance;
- scratching or denting;
- inherent defects or faults, faulty workmanship, structural faults, faulty design;
- from animals, birds, insects, spiders or vermin (such as but not limited to, termites, rats, mice, or wildlife);
- any intentional act committed by You, Your family or by any person acting with Your express or implied consent;
- acts of Tenants with Your consent or a representative of You;
- actions of the sea including 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 this Policy (excluding any renewals).

However, We will cover these incidents if Your Policy began on the same day:

- You bought the property; or
- another policy covering this property expired.

If this is the case, We will pay up to the Sum Insured covered under the expired policy (any increase in the Building Sum Insured will not be covered for these events in the first 72 hours);

- water seeping through a wall or floor;
- water entering through openings made by alterations or additions;
- any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion not directly caused by and occurring within 72 hours of:
  - an earthquake or tsunami;
  - a Storm, rainwater, Flood, wind;
  - an explosion; 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;
- mechanical, electronic or electrical breakdown or malfunction unless caused by a defined event;
- 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; or
- consequential loss other than as provided under Section 2 (Loss of Rent).



### **This Policy does not cover loss, damage or liability:**

- for any amount recoverable under a manufacturer's or retailer's guarantee or warranty;
- caused by or arising from the Tenant utilising the Premises for trade and/or manufacturing;
- caused by or arising from or in any way connected with war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- in relation to claims involving damage to or removal of asbestos materials, We will not pay any more to replace or repair damaged property or to remove debris, than would have been payable if the material had not contained asbestos;
- arising from any order of any government, public or local authority including confiscation, nationalisation, requisition, repossession of or damage to Your Building and/or Contents; or
- caused by or arising from direct or indirect exposure to radiation or contamination by radioactivity from any nuclear fuel, nuclear waste or nuclear material.

### **The Policy does not cover:**

#### **Absolute Asbestos Exclusion**

We will not cover Your legal liability for claims caused by, arising from, or in any way connected with the existence, at any time, of asbestos.

#### **Cyber Exclusion**

We will not cover Your legal liability for claims caused by, arising from, or in any way connected with the existence, use, operation or maintenance, at any time, of electronic mail, an internet site or other internet-based service, intranet or any website or any computer virus associated with these.

#### **Terrorism**

This Policy does not cover loss, liability, injury, illness, death, cost or expense caused by, arising from, or in any way connected with:

- any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive or nuclear pollution or contamination or explosion; or
- an act of controlling, preventing, suppressing, retaliating against, or responding to any act referred to in the point above.  
An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
  - influence a government or any political division within it for any purpose, and/or
  - influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

This exclusion takes precedence over any other provision or Endorsement of the Policy.

The above Terrorism exclusion will apply to all sections of the Policy, unless otherwise provided for in the Terrorism Insurance Act 2003.

# Part 5: General Conditions

The following conditions apply to all Policy sections.

### Occupancy

We may, to the extent permitted by law, not pay a claim if the Building is not used solely for private residential purposes or holiday rental purposes.

### Actions of Property Managers/Agents

It is a condition of this Policy that the actions of the property manager or agent appointed by You to manage the insured property shall be deemed to be Your actions.

### Security

All external doors in the Building must be secured by keyed deadlocks, keyed deadbolts or keypad access and sheds and/or garages are secured by padlocks or a suitable alternative agreed to by SGUA.

All external windows must be secured by keyed locks.

If the required security is not in place, an additional theft excess will be applied. This excess will be shown in Your Policy Schedule.

### Cancellation

You may cancel the Policy at any time by advising Us in writing. Cancellation by You will be effective from 4pm Australian Western Standard 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 Your Duty of Disclosure;
- where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy;
- 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 agree to 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 We decide to cancel the Policy, We will give notice to You personally or to Your last known address. Such notice will be effective from 4pm 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.

If You or We cancel the Policy We may deduct 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 under the Policy and We have agreed to pay the full Sum Insured for Your property, no return of premium will be made for any unused portion of the premium.

### GST Notice

Any claim payments made under this policy will be based on GST inclusive costs, up to the relevant amount covered, or maximum amount that we pay. However, if you are, or would be, entitled to claim any input tax credit for the repair or replacement of insured property or for other things covered, we will reduce any claim under the insurance by the amount of such input tax.

You are required to tell us your entitlement to an input tax credit. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we pay.

**Part 6:  
Claims  
Settlement  
and Procedure**

### How We Settle Your claim

We may, at Our option and unless otherwise specified in the Policy, settle any claim by payment, Reinstatement, Replacement or repair.

Where We have a right to reduce or refuse to pay Your claim as a result of the operation of a term set out in the Policy, you may make a submission to Us, either before or after We make a decision, explaining why it would be unfair or unreasonable for Us to apply that term in the circumstances. We will not rely on a term in a manner that is detrimental to You if it would be unfair to do so.

### Your responsibilities

If loss or damage or an event occurs which is likely to result in a claim, You must at Your own expense:

- advise Us immediately 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 all reasonable precautions to prevent further loss or damage or liability;
- immediately inform the police of any actual or attempted malicious damage, theft or housebreaking; and
- give to Us or Our representative, within thirty (30) days of the event, a written statement of the claim and any further information and proof which We may reasonably require.

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 without Our consent;
- We will be entitled to take over and 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 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

If a claim is for the total loss of Your Building or Contents, Your insurance will cease as soon as We accept liability. 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, to the extent permitted by law, refuse payment of such claim.

### How We settle claims under Section 1: Building and Contents

#### Building

Where there is a valid claim under Section 1 for loss or damage to Your Building because of a defined event (other than "loss of or damage to the motor of household electrical machines"), We will pay the cost of Reinstatement to the property to a condition substantially the same as but not better than its condition when new, which includes the additional costs necessary to comply with government or local by-laws provided that:

- Reinstatement or repair is effected without undue delay;
- the property is maintained in good condition;
- until a sum equal to the cost of Reinstatement has actually incurred Our liability will be limited to the indemnity value of the property lost or damaged; and

- additional costs to comply with government or local by-laws is limited to 20% of the Building Sum Insured;
- if the claim relates to loss or damage to the dividing fence We will only pay half the cost of repairing the fence, less the excess;
- if the claim relates to loss or damage to fixed walls, floor or ceiling coverings, repair or Replacement is limited to the room, hall or passage in which the loss or damage occurred.

### Contents

Where there is a valid claim under Section 1 and 3 for loss or damage to Your Contents (other than clothing and Household Goods), We will pay the Replacement cost of the damaged property provided that:

- there is no monetary limit stated for that type of item or group of items within the definition of Contents on Page 12 or within the cover provided under the Optional benefit for Damage by Tenants;
- replacement of wall, floor and ceiling coverings, internal blinds and curtains is restricted to the room or rooms in which loss or damage occurs;
- the item is not more than 20 years old at the time of the loss or damage;
- if any part of a pair or set is lost or damaged, We will not pay more than the value of the part which is lost or damaged; and
- claims for burnt out motors are subject to the restrictions detailed in defined event "loss of or damage to the motor of household electrical machines".

Where Replacement conditions do not apply, e.g. clothing and Household Goods, claims will be settled on an Indemnity Basis.

**We will not pay** more than the Sum Insured or limit stated in Your Policy Schedule or Policy Wording.

### How We settle claims under Section 2: Loss of Rent

The sum for which We will be liable will be the actual amount of rent You have lost which is calculated from:

- returned rent from bookings or rental agreements which cannot be fulfilled due to the loss or damage;
- rent lost from written bookings or rental agreements which are unpaid and which cannot be fulfilled due to the loss or damage; and
- historical rental records from the preceding 24 months.

**We will not pay** for rent which is due for bookings and/or rental agreements which:

- fall outside of the reasonable time necessary for the repair or Reinstatement of the loss or damage; or
- fall outside the 12 month period following the date of loss or damage.

We will not pay a claim for Loss of Rent until such time as any monies collected as a security bond are legitimately exhausted.

### Under-insurance

If the nominated Sum Insured for loss of rent which is noted in Your Policy Schedule represents less than the amount of rent You expect to receive during the 12 months from the commencement of the Period of insurance, then We will reduce the claim payment by the proportion that the Sum Insured bears to the amount of rent You expect to receive.

For example:

- if Your claim is for \$1,000; and
- the annual rent You expect to receive is \$8,000; and
- Your Sum Insured is \$6,000,

Your claim payment will be adjusted accordingly to the following formula:  
 $\$6,000/\$8,000 \times \$1,000 = \$750$ .

**How We settle claims under this Section 3: Damage by Tenants**

We will settle Your claim for damage by Tenants as follows:

Value Cover	Value Plus Cover
<p><b>Building and Contents</b></p> <p>Where there is a valid claim under Section 3 for damage to Your Building and/or Contents, and You have selected the Value option We will settle the claim on an Indemnity Basis, provided that:</p> <ul style="list-style-type: none"> <li>cover in respect of floors, Floorcoverings, wallcoverings, ceiling coverings, internal blinds and curtains is restricted to the room or rooms in which damage occurs;</li> <li>if any part of a pair or set is damaged, We will not pay more than the value of the part which is lost or damaged.</li> </ul>	<p><b>Building</b></p> <p>Where there is a valid claim under Section 3 for damage to Your Building, We will pay the cost of Reinstatement to the property to a condition substantially the same as but not better than its condition when new, which includes the additional costs necessary to comply with government or local by-laws.</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>Reinstatement or repair is effected without undue delay;</li> <li>the property is maintained in good condition; and</li> <li>until a sum equal to the cost of Reinstatement has actually incurred Our liability will be limited to the indemnity value of the property damaged.</li> </ul> <p><b>Contents</b></p> <p>Where there is a valid claim under this Option for damage to Your Contents, We will pay the Replacement Cost of any item of furniture or home electrical appliance (other than clothing and household goods) damaged provided that the item is not more than 20 years old at the time of the loss or damage (subject to the Policy terms and conditions).</p> <p>Where Replacement conditions do not apply, claims will be settled on an Indemnity Basis</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>cover in respect of wall, floor and ceiling coverings, internal blinds and curtains is restricted to the room or rooms in which damage occurs;</li> <li>if any part of a pair or set is lost or damaged, We will not pay more than the value of the part which is damaged.</li> </ul> <p><b>We will not pay</b> more than the Sum Insured stated in Your Policy Schedule.</p>

Any claim submitted for contamination will be subject to the submission of an approved laboratory test which indicates that the level of contamination within the property is found to exceed legally accepted levels.

# Part 7: Other Information



## The General Insurance Code of Practice

Hollard is a signatory to the General Insurance Code of Practice. The objectives of this Code are to:

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

The Code Governance Committee (CGC) is the independent body that monitors and enforces our compliance with the Code. It also aims to drive better Code compliance, helping the insurance industry to improve its service to consumers.

For more information about the CGC, or to obtain a copy of the Code please visit [insurancecode.org.au](http://insurancecode.org.au) or phone (02) 9253 5100.

## Privacy Statement

We recognise that Your privacy is very important to You. We are committed to protecting the privacy of Your personal information in accordance with the Privacy Act. We generally collect personal information to provide the various products and services We offer. We may also use Your personal information for direct marketing purposes unless You advise Us otherwise. We never sell or rent Your personal information. You may reasonably obtain access to Your personal information that We hold. Our detailed Privacy Policy is available on request.

## Financial Claims Scheme

This Policy is a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS). The FCS provides protection to policies issued by an insurer, in the unlikely event that the insurer fails and cannot meet its financial obligations, such as claim payouts.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

The FCS is administered by the Australian Prudential Regulation Authority (APRA). Information about the FCS can be obtained from: [www.fcs.gov.au](http://www.fcs.gov.au).



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Perth WA 6000