




**LANDLORD INSURANCE**


# **Accidental Damage**

Product Disclosure Statement (PDS) and Policy Wording



Thank you for choosing Hollard for Your insurance needs.

Please take the time to read this document carefully to ensure You understand what Your Policy covers, what Excesses apply and how to make a Claim. If You have any questions or need more information, please contact Your Steadfast Broker.



# CONTENTS

INTRODUCTION..... 4

ABOUT THIS POLICY ..... 6

SIGNIFICANT FEATURES, RISKS AND BENEFITS ..... 11

POLICY WORDING ..... 12

SECTION 1 – BUILDINGS AND CONTENTS..... 20

SECTION 2 - LIABILITY COVER ..... 29

GENERAL EXCLUSIONS ..... 31

GENERAL TERMS AND CONDITIONS..... 33

## INTRODUCTION

### About this document

This document is a Product Disclosure Statement (“PDS”) and Policy Wording which respectively contains:

1. Important Information which is to help You understand the insurance; and
2. The terms and conditions of the cover provided. It is up to You to choose the cover You need.

Other documents may comprise the PDS and We will tell You if this is the case in the relevant document.

You should carefully consider the information provided having regard to Your personal circumstances to decide if it is right for You.

### Product Disclosure Statement

This PDS was prepared by Hollard on 1 September 2021.

### Who is this product for?

Hollard Personal Insurance Landlord Building and Contents Insurance is designed to provide cover for a residential property that You own and rent out:

- under a residential lease of at least three months duration; or
- for short term tenancies arranged through a professional agent or an intermediary like Airbnb or Stayz.

There are two products to choose from:

- the Landlord Listed Events Product (which has a separate PDS available from Your broker); and
- the Landlord Accidental Damage Product (this product), which provides more cover, but usually costs more. It covers all the events and benefits that the Listed Events Product covers, plus:
  - accidental damage to Your Buildings and/or Contents; and
  - additional benefits and some increased sub-limits (which means You may get more on some claims).

Both products provide up to six main types of cover:

- Building cover – for a rental property You own that is not a strata property (Buildings Cover includes \$10,000 of Contents cover); and/or
- Contents cover – for contents You own at the rental property that You provide for Your Tenants to use, including carpets, curtains and blinds (if You need more than \$10,000 cover for Contents);
- Loss of rent – if You want cover for loss of rent if an insured event occurs;
- Theft by a Tenant – if You want to cover items at Your rental property against theft by Your Tenants;
- Rent default – if You want cover for loss of rent as a result of Your Tenants failing to pay Rent (not available for short term tenancies or unwritten rental agreements); and/or
- Liability cover – to cover up to \$20 million in legal liability arising from Your ownership of the insured property.

These products are not suitable if Your rental property:

- is (or is part of) a Hotel, Resort, Serviced Apartment Complex, caravan park or holiday park; or
- is allowed to be sub-let by Your Tenants;
- is not kept in good repair, does not comply with local government and statutory requirements, or if it is under construction or major renovation; or
- is likely to be unoccupied for more than 90 days at a time;
- is for commercial, industrial or other non-domestic use.

The products provide no tenant-related cover for short term rentals not arranged through a professional agent or intermediary, or where the property is let to more than three unrelated groups of people at a time.

Building cover, or Contents cover, and loss of rent cover are limited by the sum insured relevant to each. It is important that You accurately estimate the cost of replacing the Buildings and/or its Contents to make sure You have adequate insurance.

This information does not take Your personal circumstances into account. Even if You are in the target market and We offer the product to You, that does not mean that this product is appropriate for You in Your particular circumstances. No one knows Your situation better than You, so before You make any decisions about this product, You should read this PDS and talk to Your broker to decide if this product is right for You. You can find Our PDSs and Target Market Determination at [hollardinsurance.com.au](http://hollardinsurance.com.au).

## About Us

This insurance is issued/insured by:

The Hollard Insurance Company Pty Ltd (“Hollard”, “We”, “Us” or “Our”) (ABN 78 090 584 473, AFSL No. 241436) trading as Hollard Personal Insurance of Level 12, 465 Victoria Avenue, Chatswood NSW 2067.

Hollard can be contacted on 1300 020 287.

Hollard issues/insures this product pursuant to an Australian Financial Services Licence (“AFSL”) granted to Us by the Australian Securities and Investments Commission (“ASIC”).

This PDS provides key information about Your cover, including its features, benefits and costs. It is designed to help You understand Your Policy and make an informed choice about whether this insurance meets Your needs before You buy it.

The Policy is Our legal contract with You and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by Us.

We suggest that You read the entire Policy to make Yourself aware of all the cover offered and to ensure the cover offered meets Your needs.

Capitalised terms in this document shall carry the same meaning provided to such terms in the definition section of Your Policy.

## Updating this PDS

We may change the PDS at any time. Changes will apply to quotes and renewal notices issued after the date of the change. For the latest changes, visit [www.hollardinsurance.com.au](http://www.hollardinsurance.com.au) or call Your broker. You can also request a printed copy to be sent to You at no cost.

If the change is relatively minor and wouldn’t affect a decision to buy or renew the Policy, We will set out the details at [www.hollardinsurance.com.au](http://www.hollardinsurance.com.au). For other changes, We will issue a Supplementary PDS or a new PDS, and if the changes will apply to your Policy, We will let you and your broker know about them before you purchase the product.

## About Steadfast

Steadfast Group Limited (“Steadfast”) is a public company that operates a large network of insurance brokerages in Australia known as Steadfast Brokers. The Policy is available exclusively to You through a Steadfast Broker.

Steadfast does not issue, guarantee or underwrite the Policy.

## ABOUT THIS POLICY

If We issue You a Policy, You will be given a Schedule. The Schedule sets out the covers You have chosen and should be read together with the Policy Wording. You should check the Schedule carefully to ensure it accurately states what You have insured.

The Policy Wording and Schedule form Your legal contract with Us, so please keep them in a safe place for future reference. If You require further assistance or information about the Policy, please contact Your Steadfast Broker.

### Your duty to answer honestly

Before You enter into, vary or renew this insurance Policy with Us, You have a duty to answer honestly and take reasonable care not to make any misrepresentations. What that means is that You need to take reasonable care to provide honest, accurate and complete answers to any questions that We ask.

This includes checking the information We provide to You when You apply for, renew or vary this Policy, and informing Us if anything has changed or is inaccurate or incomplete. If You do not correct the information, We will take it that You agree with the information and that Your answers are current, accurate and complete.

We rely on your answers and information to decide whether We can insure You, on what terms and for what premium.

It is also important to understand that, in answering the questions, You are answering for Yourself and anyone else to whom the questions apply. If You are not sure about the answers or the accuracy or completeness of the information, You should take the time to find out before providing a response.

If You do not take reasonable care in answering Our questions or correcting the information, You may breach Your duty. If that happens, Your Policy may be cancelled, or treated as if it never existed, and any claim may be denied or not paid in full.

If any question or information is not clear to You and You need help, You can contact Us on 1300 020 287.

### You must disclose the following

You are asked at the time You take out this insurance to give Us full and correct details concerning any:

- insurance policy or renewal of insurance policy that has been declined, cancelled or refused, or where any excess was imposed;
- claim refused by an insurer in the last three years;
- claim made in the last three years; or
- criminal conviction or finding of guilt for an offence,

in relation to You and Your family because any of these may affect the premium and extent of insurance.

For example, We may be entitled to:

- charge You an additional premium;
- impose (back-dated) restrictions including declining Your insurance back to when this information should have been provided;
- decline to insure Your Buildings or Contents; and
- refuse to pay a Claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your:

- Claims;
- insurance; or
- criminal history.

We will notify You in writing of the effect a change may have on Your renewal.

## Privacy Notice

In this section, “We”, “Our” and “Us” include Hollard and its related entities.

We collect, handle and disclose Your personal information (which may include sensitive information) in accordance with the Privacy Act 1988 (Cth) and Our privacy policy listed below. We collect personal information to provide, offer and administer Our various products and services, or otherwise as permitted by law. Such purposes include responding to Your enquiries, providing You with assistance You request of Us, maintaining and administering Our products and services, providing You with marketing information regarding other products and services (of ours or a third party); quality assurance and training purposes; performing administrative operations and any other purpose identified at the time of collecting Your information.

If You provide personal information to Us about another person, We rely on You to have made or make them aware that You will, or may, provide their information to Us and the types of third parties We may provide it to, the relevant purposes We and any of the third parties will use it for and how they can access it. If You have not done, or will not do, either of these things, You must tell Us before You provide their relevant personal information. When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your personal information in this way.

We may collect Your personal information so that We, Our related entities or other third parties with whom We have a relationship can develop or offer You products and services which We believe may be of interest to You, but will not do so if You tell Us not to by contacting Us. Collection can take place by websites, email, telephone or in writing. Unless it is unreasonable or impracticable for Us to do so, We collect Your personal information directly from You. There may, however, be occasions where We collect Your personal information from someone else.

If You do not consent to Us collecting and using all or some of the personal information We request, We may not be able to provide You with Our products or services such as processing Your application for insurance, Your Claim or any payment due to You. We may at times also disclose Your personal information to Our related companies or third parties who provide services on Our behalf; however We will never sell, rent or trade Your personal information.

The persons We may disclose personal information include:

Our professional advisors, authorised representatives, distributors or referrers, mailing houses and marketing companies, insurance reference bureaus, reinsurers, credit providers, external IT service providers, other insurance intermediaries, providers and advisers. In the case of claims (or likely claims) it may be disclosed to persons involved in claim handling processes. Your personal information may also be disclosed to dispute resolution providers, government bodies, regulators, law enforcement agencies and any other parties where required by law.

We may disclose personal information to related companies or service providers located in countries other than Australia. These details are listed in Our privacy policy and can change from time to time.

You consent to the use and disclosure of Your personal information as set out in this section. Your consent applies whether You become or remain the insured unless You tell Us otherwise by contacting Us. You can read more about how We collect, use and disclose Your personal information in Our privacy policy which is available at [www.hollardinsurance.com.au/Privacy-Policy](http://www.hollardinsurance.com.au/Privacy-Policy) or You can request a copy. If You wish to gain access to Your personal information (including correcting or updating it), make a complaint about a breach of Your privacy, or You have any other query relating to privacy, please contact Us.

## How to apply for this Policy

To apply for the Policy, please complete Our online application form with Your Steadfast Broker.

If We accept Your application, You will receive a Schedule that sets out details of the cover You have chosen.

## **The cost of this Policy**

The premium is the amount We charge You for the Policy. It includes the amount We have calculated for the risk as well as the taxes and government charges that are applicable. The premium will be shown on the Schedule.

When calculating the premium We take a number of factors into account. These factors and the degree to which they affect the premium will depend on the information You give Us, and the level and type of cover You choose. The main factors that impact Your premium include:

- the type of property being insured;
- where the property is located;
- the type of construction of the property; and
- Your previous insurance and Claims history.

Some rating factors do not affect all components of the premium calculation.

## **Excess**

The Excess is the amount You must contribute towards the cost of any Claim You make.

If Your Claim is payable, We will deduct the Excess from the amount of the Claim We will pay to You, or You will need to pay the Excess to a supplier, repairer, or to Us.

The Excess payable by You is shown in Your Schedule.

## **Goods and Services Tax (GST)**

Unless expressly stated otherwise, all dollar amounts described and/or payable in respect to Your Policy are inclusive of GST.

If You are (or required to be) registered for GST You must tell Us Your Australian Business Number and entitlement to an input tax credit which We will deduct from any claim payment(s) We make. Any fines or penalties arising from Your incorrect advice are payable by You.

This GST provision may have an impact on how You determine the amount of insurance You need. Please read it carefully. You can choose to seek professional advice if You have any queries about GST and/or Your insurance.

## **Keep Your receipts**

You should keep receipts, invoices or other evidence of ownership and value of all property that You insure because if You make a Claim You will be asked to prove ownership and value in order for Us to pay the Claim.

## **How to make a Claim**

Please contact Your Steadfast Broker to assist You in making a Claim.

In an emergency outside normal business hours You may ring Our emergency service on 1300 020 287 for assistance.

Further details of what You must do for Us to consider Your Claim are provided in the 'General terms and conditions' section at the end of this booklet.



## General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry. We are a signatory to the Code.

The Code Governance Committee (CGC) is the independent body that monitors and enforces 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 [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or by phone 1800 931 678.

### Extra Care Process

We recognise that Our customers may find themselves in difficult circumstances, particularly when a Claim event occurs. We have developed an Extra Care Process to provide additional support to Our customers who may be experiencing vulnerability due to their circumstances, including personal circumstances, that are not directly related to insurance. The Code provides the following examples that may contribute to someone needing extra care:

- age;
- disability;
- mental health conditions;
- physical health conditions;
- family violence;
- language barriers;
- literacy barriers;
- cultural background;
- Aboriginal or Torres Strait Islander status;
- remote location; or
- financial distress.

More information about the extra care We can offer and how We support customers is available on Our website.

### Your cooling off rights

Once cover has commenced You have a 21 day cooling off period from the start of the period of cover. Provided You have not submitted a Claim under Your Policy, or an event has not occurred that could give rise to a Claim under Your Policy, You have the right to cancel Your Policy and receive a full premium refund less any non-refundable government charges, taxes and levies that We have paid. The cooling off period ceases as soon as You make a Claim under Your Policy.

To exercise this right, You must notify Your Steadfast Broker electronically or in writing. Your Steadfast Broker may deduct certain amounts from any refund that may be due for administration costs.

## Dispute resolution

### How to make a complaint

If You have a complaint or dispute, We are committed to work with You to resolve it as quickly as possible. In the first instance, We suggest You contact Your Steadfast Broker if Your complaint relates to the service that You have received. If Your concern is not resolved to Your satisfaction, or if Your complaint concerns Our product, please follow these steps which are part of Our complaint resolution procedure:

Get in touch with Us on 1300 020 287 about Your concerns, and We will do Our best to resolve them straight away. If We are unable to or if You are still not satisfied, our Customer Resolution Team will review Your complaint and provide You with a response. You will be provided with the contact details of the person looking after Your complaint and You will receive regular progress updates.

When You make a complaint, please provide Us with as much information as possible.

### To make a complaint please contact Us on:

Post: The Hollard Insurance Company Pty Ltd, Locked Bag 2010, St Leonards NSW 1590  
Email: [resolution@hollard.com.au](mailto:resolution@hollard.com.au)  
Phone: 1300 368 979

### If We cannot resolve Your complaint

If You are not happy with Our decision, or We have taken more than 30 days to respond to You from the date You first made Your complaint, You may contact the Australian Financial Complaints Authority (AFCA) at:

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

## Financial Claims Scheme

We are authorised under the Insurance Act 1973 ("Insurance Act") to carry on general insurance business in Australia by the Australian Prudential Regulation Authority ("APRA") and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

The protection provided under the Federal Government's Financial Claims Scheme (the "Scheme") applies to the Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a Claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from <https://www.fcs.gov.au>.

## SIGNIFICANT FEATURES, RISKS AND BENEFITS

**Section 1** – Damage to Your Buildings and Contents if they are destroyed, lost or damaged. You can either select to be covered for Building or Contents only or for both Building and Contents.

**Section 2** – Liability cover. If You have insured Your Buildings or Contents under the Policy, We will cover You against any Claim for compensation or expenses which You become legally liable to pay for the death of, or personal injury to, any person; or damage to third party property.

With each cover option, a range of additional benefits are included. Some of these require an additional payment by You.

### Exclusions

Under some circumstances, the Policy will not provide any insurance cover to You.

It is important that You are aware of these exclusions and so You should read them. These exclusions are shown in the Policy Wording.

In addition, there are things that You must do in order for You to be covered. There are also some conditions that must be present before We will meet any Claim. These are all shown in the Policy Wording below.

You still need to read the Policy Wording, any supplementary PDSs or endorsements applicable to Your Policy and the Schedule for a full description of the benefits, features, exclusions and conditions of the Policy.

### Sanctions

Our Policy Wording also contains sanctions exclusion. Please review it carefully.

## POLICY WORDING

### Our agreement with You

This Policy is a legal contract between You and Us. If We accept Your application for insurance We will provide You with the cover You have chosen as set out in this Policy and Your Schedule for the Period of Insurance shown in Your Schedule or any renewal of that period. In return You must pay Us the premium.

The limits applying to the cover selected by You, and the amount of any Excess that applies to Your Policy, are shown in Your Schedule.

### Paying Your premium

There are two ways You can pay Your premium:

- in one annual payment to Your Steadfast Broker according to their business practices; or
- if provided, in 12 monthly instalments by direct debit from Your credit card or from Your bank account which can be arranged by Your Steadfast Broker.

You must pay Your premium in the manner set out on Your Schedule.

#### Paying Your annual premium

You must pay Your annual premium to Your Steadfast Broker.

We will cancel Your Policy if You don't pay Your premium or if Your payment is dishonoured.

If You make a Claim before you've paid Your premium You must pay that premium to Us in full before We will settle Your Claim

#### Paying Your instalment premium

If We have provided this option to You and if You are paying Your premium for the first time by instalments, We will deduct instalments each month on the day of the month that You nominate and which is shown on Your Schedule as Your payment date.

#### What happens if You don't pay an instalment

If Your first instalment is unpaid by the due date or if Your payment is dishonoured and that instalment has remained unpaid for one month or more then We may cancel Your Policy. If You make a Claim then You must pay that premium to Us in full before We will settle Your Claim. We will send You a notice giving You details of the action We intend to take and when any cancellation will become effective.

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.

We are entitled to deduct from any amount We pay You under a Claim any unpaid premium or instalment of premium.

#### If You renew Your Policy

If You are renewing Your Policy and You paid Your previous premiums by instalments, We will continue to deduct instalments for Your renewed Policy on the day of the month You previously nominated as Your payment date, unless You tell Us otherwise. We may also refuse to renew Your Policy.

Further details of Your instalments are shown on Your Schedule.

#### If Your payment details change

If You are paying Your premium in instalments by direct debit from Your credit card or financial institution account, You must tell Us if those details change. You must do this no later than 7 days before Your next instalment is due.

## Preventing Our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any destruction, loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that destruction, loss, damage or liability.

## Other party's interests

You must tell Us of the interest of all parties (e.g. financiers, lessors or owners) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have noted them on Your Schedule.

## Providing proof

So that Your Claim can be assessed quickly You should keep the following:

- receipts or other confirmation of purchase and ownership;
- valuations; and
- photographs of items in the home.

We may ask You for these if You make a Claim You must be able to prove to Us that You have suffered a loss that is covered by this Policy before We will pay Your Claim for it.

## Your Claim may be refused

We may refuse to pay or reduce the amount We pay for Your Claim if You do not comply with the Policy conditions, if You do not comply with Your duty to answer honestly, or if You make a fraudulent claim.

## Changing Your Policy

If You want to make a change to this Policy, the change becomes effective when:

- We agree to it; and
- We give You a new Schedule detailing the change.

## Cancelling Your Policy

### How You may cancel this Policy

You may cancel this Policy by telling Us in writing that You want to cancel it.

Where 'You' involves more than one person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

### How We may cancel Your Policy

We may cancel this Policy in any of the circumstances permitted by law or under this contract (including if You haven't paid Your premium) by informing You in writing.

We will give You notice in person or send it to Your address (including an electronic address) last known to Us.

Where You have paid Your premium in advance of the date of cancellation, We will refund to You the proportion of the premium for the remaining period of insurance (less any fees or expenses that may be charged by Us for administration costs and any non-refundable government charges, taxes and levies that We have paid). Unless directed otherwise by all insureds, the refund will be made payable to the first named insured on Your Schedule.

## Notices

Any notice We give You will be in writing, and it will be effective:

- if it is delivered to You personally; or
- if it is delivered to You at Your address (including an electronic address) which is last known to Us. It is important for You to tell Us of any change of address as soon as possible.

If We send You an email, it is deemed to be received by You 24 hours after it is sent.

You authorise Us to send notices to, and accept notices and instructions from Your broker as Your agent on Your behalf.

## Optional cover You can select

You can choose cover for:

- Buildings;
- Contents;
- Loss of Rent;
- Rent Default; and/or
- Theft by a Tenant.

Any optional cover We agree to provide You will be shown on Your Schedule.

## Excess that may apply

If You make a Claim under the Policy, You may be required to pay one or more Excesses. The descriptions of these Excesses and the circumstances and manner in which they are applied are described in the Policy.

If You select cover for Buildings and Contents, in the event of destruction, loss or damage to both Your insured Buildings and Contents for the same event, You will only be required to pay one Excess. If the nominated Excesses for Buildings and Contents are different, the Excess payable will be the higher of these Excesses.

In most instances, You can select at the time of Your enquiry or application for insurance the amount of Excess You wish to pay should You have a Claim. When You select a higher Excess amount, We will normally reduce the amount of premium We charge You.

In some instances, We will impose the amount of Excess You will need to pay should You have a Claim.

In deciding to impose an Excess, We take into consideration a number of factors in setting the amount of the Excess. These include factors relating to the type of property being insured, where the property is located, the type of construction of the property and Your previous insurance and claims history. At the time of Your enquiry or application for insurance, the amount of Excess will be advised to You.

## Words with special meanings

In the Policy there are words that have a special meaning. These words are listed below:

Words	Meanings
<b>Agent (Property Agent)</b>	Your licenced real estate agent or property manager.
<b>Allowable Reletting Expenses</b>	Reletting expenses as specified in the current Rental Agreement for Your property.
<b>Bond Money</b>	Money paid by the Tenant and held as security against damage to the property or outstanding Rent or other costs. Your Policy will operate on the basis that Bond Money equal to at least four weeks Rent has been paid.
<b>Buildings</b>	<p>Private residential buildings at the Situation that have a current domestic certificate of occupancy, and any of the following private residential or domestic improvements at the Situation that Your Tenants are entitled to use:</p> <ul style="list-style-type: none"><li>• Domestic out-buildings.</li><li>• Fixed coverings to walls, floors and ceilings. This does not include fixed carpet, curtains or internal blinds.</li><li>• Infrastructure for services, including infrastructure for the supply of electricity, gas, water, the internet and telephone.</li><li>• Items built in or fixed to or on the Buildings.</li><li>• Landscaping, paved terraces, paved pathways and paved driveways (excluding gravel driveways), retaining walls, fences and gates entirely or partly at the Situation.</li><li>• Private jetties, wharfs, pontoons and moorings used for domestic purposes only, provided You have taken reasonable steps to prevent, public use and access.</li><li>• Blinds or awnings on the outside of the Buildings.</li><li>• Anything permanently built, permanently constructed or installed permanently on Your property for domestic purposes, including in ground swimming pools and fixed solar photovoltaic or hot water systems.</li><li>• Building materials. We will pay up to \$5,000 in total for these items.</li></ul> <p>However, Buildings does not include:</p> <ul style="list-style-type: none"><li>• Property that a Tenant is liable for under the terms of a Rental Agreement, Periodic Tenancy Agreement or other rental arrangement. This does not apply to items listed above.</li><li>• Lawns.</li><li>• Loose or compacted soil, gravel, pebbles, rocks or sand.</li><li>• Dams.</li><li>• Plants, shrubs, trees or grass.</li><li>• Common Property.</li><li>• Shipping containers located away from the Situation.</li><li>• Buildings located in a caravan park or holiday park.</li></ul>
<b>Claim</b>	A separate identifiable event for which the Policy provides cover. Where multiple events are submitted at the same time or on the same Claim form, they will be treated as separate Claims for the application of any Excess or limitation.
<b>Common Property</b>	<p>Land or areas:</p> <ul style="list-style-type: none"><li>• that are owned by the body corporate (or otherwise in common with other property owners) in a multi-dwelling development of which the Situation forms part; or</li><li>• at the Situation that both You (and Your Tenants) and other people are entitled to use (e.g. shared driveways in a multi-dwelling development).</li></ul>

---

**Contents**

The following items that You own or are legally responsible for that are normally kept at the Situation and provided by You specifically for the use of Your Tenants:

- Household goods that are not fixed or fitted to Your Building at Your rental property.
- Carpets, curtains and internal blinds.
- Furniture and furnishings that are not built in.
- Portable domestic appliances that are not built in and are provided specifically for Tenant's use.
- TVs, stereos, VCR and DVD players and non-portable entertainment systems.
- Swimming pools, saunas and spas that are not built in, and accessories for any swimming pools, saunas or spas.
- Items thinly covered with gold or silver that are not jewellery or watches.
- Fixtures and fittings that have been installed if You are the owner of a strata title unit that cannot be insured by the body corporate if that Building would otherwise be covered by this Policy. We will not cover any fixtures and fittings if the body corporate has them insured.
- Clothing, pedal cycles, surfboards, sailboards, surf skis. We will pay up to \$2,000 in total for these items.
- Special contents which are listed on Your Schedule.

However, Contents does not include:

- Jewellery and watches.
  - Items that contain gold or silver. This does not include items thinly covered with gold or silver.
  - Unset precious and semi-precious stones.
  - Furs.
  - Personal effects.
  - Money.
  - Negotiable documents.
  - Computers, computer tapes, or discs.
  - Cameras and photographic equipment.
  - Mobile phones.
  - Sporting equipment.
  - Photographic equipment.
  - Collections of stamps, medals or coins.
  - Plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs.
  - Animals, including birds and fish.
  - Motorcycles, mini-bikes, caravans, trailers, aircraft, watercraft or motor vehicles other than ride-on mowers.
  - Building materials.
-



<b>Controlled Drug</b>	Any drug or therapeutic agent commonly understood to include narcotics, with a potential for abuse or addiction, including any precursor materials used in the production of any Controlled Drug.
<b>Covered Short Term Rental Arrangement</b>	Refers to a rental arrangement or booking for a period of less than three months that: <ul style="list-style-type: none"> <li>• was made through a professional peer-to-peer exchange service or property management agency (such as a licensed real estate agent, Airbnb or Stayz) that verifies the identity of the Tenant responsible for the rental arrangement or booking; and</li> <li>• is not in a Multiple Short Term Rental Property.</li> </ul>
<b>Deliberate or Intentional Damage</b>	An act done without the owner's permission and with the full knowledge that the action will alter the current state of the property, and without any malice, vindictiveness or spite. This does not include: <ul style="list-style-type: none"> <li>• Tenant neglect, carelessness, poor housekeeping, or unhygienic living habits including contamination from the use of Controlled Drugs or smoking.</li> <li>• Damage occurring during maintenance operations carried out by the Tenants or anyone acting on their behalf.</li> <li>• Damage as a result of repairs, or attempted repairs, carried out by the Tenants or anyone acting on their behalf.</li> <li>• Damage caused by failure of Tenants or their visitors to control their children.</li> <li>• Damage caused by pets belonging to Tenants, their visitors or children of the Tenants or their visitors.</li> <li>• Theft, or damage caused by theft.</li> <li>• Accidental damage or accidental loss.</li> <li>• Malicious Damage or Vandalism.</li> </ul>
<b>Excess</b>	The amount which You pay (or by which We will reduce the amount We pay You) for Your Claim. There are different Excesses which apply to Claims made under this Policy.  Please refer to Your Schedule and this Policy (including the section, 'Policy Excess').
<b>Excluded Short Term Rental Arrangement</b>	A rental arrangement or booking for a term of less than three months, unless it is: <ul style="list-style-type: none"> <li>• a Covered Short Term Rental Arrangement; or</li> <li>• a Periodic Tenancy Agreement where the relevant fixed term Rental Agreement was for a term of at least three months.</li> </ul>
<b>Flood</b>	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. <ol style="list-style-type: none"> <li>a lake (whether or not it has been altered or modified);</li> <li>a river (whether or not it has been altered or modified);</li> <li>a creek (whether or not it has been altered or modified);</li> <li>another natural watercourse (whether or not it has been altered or modified);</li> <li>a reservoir;</li> <li>a canal; or</li> <li>a dam.</li> </ol>
<b>Hotel, Resort or Serviced Apartment Complex</b>	A property or collection of properties where buildings, units or rooms are or may be rented to or booked by Tenants from a pool of buildings, units or rooms operated as a hotel, resort or serviced apartment scheme or complex.

<b>Legally Evicted</b>	You or Your Agent legally evicts a Tenant in accordance with the relevant tenancy legislation.
<b>Malicious Damage or Vandalism</b>	<p>A wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property. This does not include:</p> <ul style="list-style-type: none"> <li>• Tenant neglect, carelessness, poor housekeeping or unhygienic living habits including contamination from the use of Controlled Drugs or smoking.</li> <li>• Damage occurring during maintenance operations carried out by the Tenants or anyone acting on their behalf.</li> <li>• Damage as a result of repairs, or attempted repairs, carried out by the Tenants or anyone acting on their behalf.</li> <li>• Damage caused by failure of Tenants or their visitors to control their children.</li> <li>• Damage caused by pets belonging to Tenants, their visitors or children of the Tenants or their visitors.</li> <li>• Theft, or damage caused by theft.</li> <li>• Deliberate or Intentional Damage.</li> <li>• Accidental damage or accidental loss.</li> </ul>
<b>Multiple Short Term Rental Property</b>	<p>A property:</p> <ul style="list-style-type: none"> <li>• that contains more than one room, unit, building or other space or accommodation of any kind that is (or is usually available to be) separately rented to or booked by different Tenants at the same time for periods of less than three months; or</li> <li>• that contains one or more rooms, units or buildings that are (or are usually available to be) used as part of, a Hotel, Resort or Serviced Apartment Complex.</li> </ul>
<b>Notice to Leave</b>	<p>A notice given by You or Your Agent to a Tenant to vacate Your property by certain date in one of the following situations:</p> <ul style="list-style-type: none"> <li>• to end a Periodic Tenancy Agreement,</li> <li>• at the end of a term under a Rental Agreement,</li> <li>• when You or Your Agent and the Tenant have agreed in writing to end a Rental Agreement early, or</li> <li>• when You otherwise have grounds legally to end a Rental Agreement early.</li> </ul>
<b>Periodic Tenancy Agreement</b>	<p>When a Tenant continues to occupy the Situation, after a fixed term Rental Agreement has expired, and the Rental Agreement does not provide for its continuation, and:</p> <ul style="list-style-type: none"> <li>• a Notice to Leave, or</li> <li>• a notice of intention to leave, or</li> <li>• an abandonment termination notice,</li> </ul> <p>has not been given by the Tenant to You or Your Agent, or by You or Your Agent to the Tenant. The Tenant is then deemed to be under a Periodic Tenancy Agreement on the same terms which applied immediately before the Rental Agreement ended. This does not include any term about the agreement's term.</p>
<b>Policy</b>	The policy wording, the Schedule and any other change to the Policy terms that is confirmed by Us in writing (such as an endorsement).
<b>Rent</b>	The amount of money paid, or payable, by the Tenant to rent Your property.
<b>Rent Default</b>	Where the Tenant fails to pay Rent in accordance with a Rental Agreement and/or Periodic Tenancy Agreement.

<b>Rental Agreement</b>	<p>A rental agreement in relation to the whole or part of the Situation that is between You or Your Agent and the Tenant and that is in writing and states:</p> <ul style="list-style-type: none"> <li>• The term of the rental period, and</li> <li>• The amount of Rent payable to You, and</li> <li>• The amount of the Bond Money that the Tenant is required to pay.</li> </ul>
<b>Schedule</b>	<p>The document We give You which sets out the details of Your insurance cover. You receive a Schedule when You first take out Your insurance and again when the Policy is renewed or changed.</p> <p>Your Schedule may be called a Schedule, a Renewal Schedule or an Endorsement Schedule.</p>
<b>Situation</b>	<p>The address shown on Your current Schedule, where the Building and/or Contents are located.</p>
<b>Tenancy Claim</b>	<p>Any Claim under this Policy if and to the extent that the Claim is for or relates to:</p> <ul style="list-style-type: none"> <li>• any loss, damage, destruction, expense or liability that is caused or contributed to by any act or omission of any of Your Tenants, Your Tenant’s visitors or their visitor’s children or pets; or</li> <li>• any act or omission of any of Your Tenants, Your Tenant’s visitors or their visitor’s children or pets; or</li> <li>• loss of Rent or Rent Default.</li> </ul>
<b>Tenant</b>	<p>The person(s) named in the Rental Agreement or Periodic Tenancy Agreement and including that person’s partner, children, pets, and any other person(s) permanently living at the Situation.</p> <p>Any person(s) including that person’s partner, children, pets and any other person(s) living or staying at Your Situation under a Rental arrangement that is not a Rental Agreement or Periodic Tenancy Agreement.</p>
<b>Tenantable</b>	<p>Your property has no damage that makes it Unlivable and it can be re-listed to rent or it has been re rented, following Your Tenant being Legally Evicted.</p>
<b>Unlivable</b>	<p>When Your Building is in a condition which cannot reasonably be leased or rented by Tenants.</p>
<b>We, Us, Our (the insurer)</b>	<p>The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473, AFSL 241436)</p>
<b>You, Your (the insured)</b>	<p>The person(s) whose name or entity is set out on the Schedule as the insured.</p>

## SECTION 1 – BUILDINGS AND CONTENTS

### What is insured

Your Buildings and/or Contents as set out in Your Schedule are insured if they are destroyed, lost or damaged, subject to the terms of this Policy. They are insured only if You own them, or are liable for them.

If You only insure Buildings, the cover provided for destruction, loss or damage does not apply to Contents. This does not include the Contents cover We provide shown under 'Additional things We will pay for when You have insured Your Buildings'. If You only insure Contents, the cover provided for destruction, loss or damage does not apply to Buildings.

Your Buildings and Contents are only insured while at the Situation.

We will cover Your Buildings and Contents for any accidental damage or accidental loss including that caused by:

- Erosion, subsidence, landslide or earth movement.

The cover for erosion, subsidence, landslide or earth movement only applies if the loss or damage occurs within 168 hours of, and as a direct result of, erosion, subsidence, landslide or earth movement directly caused by:

- Storm, storm surge, Flood, rainwater, hail, snow, wind, tornado or cyclone;
- Earthquake, subterranean fire, volcanic eruption or tsunami;
- Explosion; or
- Liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

If You have insured Your Buildings under the Policy, We will also cover destruction, loss or damage to gates, fences or retaining walls that are attached to, and are part of the structure of the Buildings.

This does not prevent a Claim being made for destruction, loss or damage as a result of erosion, subsidence, landslide or earth movement sustained after the first 168 hours, if the Policy covers that as a separate event.

- Earthquake or tsunami.

We will only cover destruction, loss or damage as a result of an earthquake if the destruction, loss or damage occurs within 168 hours of the earthquake.

This does not prevent a Claim being made for destruction, loss or damage as a result of earthquake sustained after the first 168 hours, if the Policy covers that as a separate event.

- Storm, Flood, rainwater or wind. This includes storm, Flood, rainwater or wind damage to:
  - Gates, fences or walls that are attached to, and are part of, the structure of the Buildings,
  - Gates, fences or walls that are not attached to, and are not part of, the structure of the Buildings but only for any section of a gate, fence or wall made of brick, stone, metal or frame-supported corrugated fibrous material. The frame supporting the corrugated fibrous material must be made of brick, stone or metal.
  - Gates, fences or walls made of timber and that are not attached to, and are not part of, the structure of the Buildings.
  - Free-standing fences that do not have a supporting frame but only if these fences are made from corrugated fibrous material. These fences must have been installed and constructed according to the manufacturer's specifications.

We will not pay for storm, Flood, rainwater or wind damage to swimming pool covers including solar covers, plastic liners for swimming pools. Or to jetties, wharves, bridges or pontoons for damage by Flood.

- An electric motor burning out, provided it is no more than 15 years old. Where it is reasonably practicable, We will repair or reinstate the burned out electric motor. If this is not reasonably practicable, We will replace the burned out electric motor. Should You request a cash settlement We will pay You what it would have cost Us to settle the Claim. We will only do this if the electric motor is 15 years old or less.

- Contamination as a result of the manufacturing, storage or distribution of any Controlled Drug at the property, where the loss or damage occurs during Your period of insurance. We will only pay for clean up costs to remove or mitigate the contamination or pollution.

We will only pay this when:

- proper assessment confirms contamination as a result of manufacturing, storage or distribution of any Controlled Drug; and
- at the time the damage occurred, the property was rented to a Tenant and a valid Rental Agreement or Periodic Tenancy Agreement was in place; and
- You, or the person managing Your property has conducted regular inspections at the property in line with the Rental Agreement, Covered Short Term Rental Arrangement or Periodic Tenancy Agreement terms and conditions.

The most we will pay in relation to such contamination is \$50,000.

We will not pay if:

- the loss or damage relates to contamination from the use of Controlled Drugs or smoking; or
- there was not a valid Rental Agreement, Covered Short Term Rental Arrangement or Periodic Tenancy Agreement in place at the time the damage or contamination occurred; or
- You, or the person managing Your property, became aware of the situation and failed to take prompt and reasonable steps to:
  - i. require or ensure that the manufacturing, storage and/or distribution of any Controlled Drug at the Situation ceases (which may include issuing notices to the Tenants and eviction); and
  - ii. prevent further damage or contamination from occurring.

In addition, see further general exclusions on pages 31-32.

We will not cover Your Buildings and Contents for any accidental damage or accidental loss caused by:

- Landslide, or subsidence, settling, shrinkage or any movement of earth or erosion except as described under Buildings and Contents – What is insured.
- Water entering the Buildings through an opening made for any Building, renovation or repair work.
- Water entering the Buildings because of a structural defect, faulty design or faulty workmanship when the Buildings were constructed and that You knew about (or should reasonably have known about) and did not fix before the loss or damage occurred (e.g. if there are signs that previous damage was caused by a defect, We will not pay a later Claim for further damage from that defect).
- Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- Rats, mice or insects gnawing, biting, chewing, clawing, scratching or in any way polluting or contaminating Your Buildings or Contents. However, this exclusion only applies to damage caused directly by the gnawing, biting, chewing, clawing, scratching, polluting or contaminating. For example, if a mouse chews through an electrical wire, which leads to a fire, this exclusion will not operate to exclude the destruction or damage caused directly by the fire. We will not however pay for the damage to the electrical wire caused by the mouse chewing the wire.
- Roots from trees, plants, shrubs or grass. For example, if the tree roots damage and block a pipe, We will pay for the resultant destruction of or damage to the Buildings caused by water overflowing in the Building. We will not however pay for damage to the pipe.
- Any process of cleaning involving the use of chemicals other than domestic household chemicals.
- A defect in an item, faulty workmanship, structural defects or faulty design that You knew about (or should reasonably have known about) and did not fix before the loss or damage occurred. We will however cover resultant damage. But We will not pay for the defective item or for the costs to rectify the faulty workmanship or design.
- Breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand.
- Tenants, their visitors, their visitors' children, or their visitors' pets, scratching, denting, chipping, rubbing, or scuffing, any surface.
- Mechanical or electrical breakdown other than an electric motor burning out. We will however pay for any resultant damage following mechanical or electrical breakdown.

In addition, see further general exclusions on pages 31-32.

## **Additional things We will pay for when You have insured Your Buildings**

The following will be paid in addition to the sum insured. These will only be paid when they relate to damage or loss to Your Buildings that is covered by Section 1 – ‘Buildings and Contents’ of the Policy.

- We will pay Your legal costs to discharge Your mortgage if Your Claim is for a total loss.
- We will pay the reasonable costs of demolishing and removing any Building debris when damage or loss occurs. We will pay up to 15% of Your Buildings sum insured.
- We will pay the reasonable costs of architects, surveyors and legal fees when damage or loss occurs. We will pay up to 15% of Your Buildings sum insured.
- We will pay up to \$10,000 for Contents. This will be paid in addition to any value of Contents shown on Your Schedule.
- We will increase Your sum insured for Your Buildings by half of 1% of the corresponding sum insured shown on Your current Schedule per month since You took out Your Policy or last renewed it until the next renewal date. You are fully insured again for Your Buildings for the amount shown in Your Schedule following a Claim. This does not apply when Your Claim is for a total loss as Your cover for Buildings, including Contents cover We provide under ‘Additional things We will pay for when You have insured Your Buildings’ will end then.
- We will pay up to an additional 15% of the Buildings sum insured if Your Buildings are damaged as a result of an event that the government declares a catastrophe or emergency.
- If a key to an external door lock of Your Buildings, or a key to an external window lock of Your Buildings, is stolen as a result of burglary or housebreaking, We will pay the reasonable costs of replacing the external lock, key or cylinder with a similar item. The most We will pay is \$1,000. The burglary or housebreaking must be reported to the Police.
- We will pay any professional fees You incur, with Our consent, in preparation for Your Claim. The most We will pay under this benefit is the lesser of 20% of Your total Claim cost or \$5,000 for any one period of insurance.

In addition, see further general exclusions on pages 31-32.

## **Additional things We will pay for when You have insured Your Contents**

The following will be paid in addition to the sum insured. This will be paid only when We pay a Claim for Malicious Damage or Vandalism to Your Contents. This does not include Deliberate or Intentional Damage.

- We will pay up to \$25,000 if a Tenant or their visitors, or the children of their visitors damage Your body corporate building and You are legally liable for the damage.

The following will be paid in addition to the sum insured. These will only be paid or applied in relation to damage or loss to Your Contents that is covered by Section 1 – ‘Buildings and Contents’ of the Policy.

- We will pay the reasonable costs of removing any Contents debris when damage or loss occurs. We will pay up to 15% of Your Contents sum insured.
- We will increase Your sum insured for Your Contents by half of 1% of the corresponding sum insured shown on Your current Schedule per month since You took out Your Policy or last renewed it until the next renewal date. You are fully insured again for Your Contents for the amount shown in Your Schedule following a Claim. This does not apply when Your Claim is for a total loss as Your cover for Contents will end then.
- If a key to an external door lock of Your Buildings, or a key to an external window lock of Your Buildings, is stolen as a result of burglary or housebreaking, We will pay the reasonable costs of replacing the external lock, key or cylinder with a similar item. The most We will pay is \$1,000. The burglary or housebreaking must be reported to the Police.

In addition, see further general exclusions on pages 31-32.

## **Additional things We will pay for when You have insured Your Buildings and/or Contents**

If You have insured Your Buildings and/or Your Contents under the Policy, the following will be paid in addition to the corresponding sum insured.

However, if You have insured both Your Buildings and Your Contents under the Policy, You can only Claim once under these additional covers for any one period of insurance.

We will pay for the loss or damage to Your Buildings and/or Contents caused by a domestic pet living at Your property and owned by a Tenant. Cover will only apply less any amount You are reasonably able to recover from the Tenant's bond with respect to the loss or damage. The most We will pay is \$2,500 during any one period of insurance.

We will pay the professional costs for the removal of tree stumps, fallen trees and branches and associated removal costs necessarily incurred in order to repair or replace Your Buildings and/or Contents damaged by a storm or storm surge covered by the Policy. The most We will pay under this additional cover for removal of trees is \$5,000 but We will not pay unless the cost exceeds \$500.

In addition, see further general exclusions on pages 31-32.

## **Limit for the value of Contents**

The most We will pay for any one item, pair, set or collection is \$20,000. This does not apply to carpets, curtains and internal blinds. You can insure items that are worth more than \$20,000 each as a 'special contents' item. To do this You must advise Us and the items will be listed on Your Schedule.

# Paying Claims

## Policy Excess

For each Claim under Section 1 of this Policy, We will reduce the amount We pay You for Your Claim by (or require You to pay) the Excess.

The following table sets out the Excess applicable to Building and/or Contents and/or Rent Default Claims. Each separately identifiable event is treated as a separate Claim. To work out the Excess applicable to a Claim, add up all of the Excess amounts applicable to that Claim.

Claim type	Amount of Excess (per Claim – more than one may apply)
<b>All Claims under Section 1 of this Policy</b>	If the Claim relates only to Your Buildings, the Building Excess shown on Your Schedule If the Claim relates only to Your Contents, the Contents Excess shown on Your Schedule In any other case, either the Building Excess or the Contents Excess shown on Your Schedule. If they are different, whichever is higher.
<b>Earthquake or tsunami</b>	Add \$250
<b>*Loss of Rent where the property was let under a Covered Short Term Rental Arrangement at the time of the loss or damage</b>	Add an amount equal to 5 days Rent.
<b>Malicious Damage or Vandalism by Tenants, their visitors, or their visitors’ children</b> <b>Deliberate or Intentional Damage by Tenants, their visitors, or their visitors’ children</b> <b>*Theft by a Tenant, their visitors, or their visitors’ children</b> <b>*Rent Default</b>	Add \$400 per Claim and Claim type (capped at \$1000 for all Claims of these types submitted at the same time or on the same Claim form). In addition, for a Rent Default Claim where a tribunal has ordered the refund of the Bond Money (or part of it) to the Tenant on the grounds of hardship, add an amount equal to four weeks Rent.

\*Optional cover - applies only when Your Schedule shows that You have requested this cover.



## The most We will pay for Your Buildings or Contents

The most We will pay for any Claim for Buildings or Contents is the relevant sum insured shown on Your Schedule, less any applicable Excess. This does not apply to amounts payable under 'Additional things We will pay for when You have insured Your Buildings' or 'Additional things We will pay for when You have insured Your Contents' or 'Additional things We will pay for when You have insured Your Buildings and/or Contents'.

When damage or loss occurs to Your Buildings We will pay the cost of rebuilding Your Buildings or repairing the damaged portions to the same condition as when they were new.

We will also pay any additional costs required for Your Buildings to comply with government or local authority bylaws. We will not however pay these additional costs if You were required to comply with these bylaws, and had not done so, before the destruction, loss or damage occurred. The most that We will pay for costs required for Your Buildings to comply with requirements of any authority in any one period of insurance is \$50,000.

Rebuilding or repairing Your Buildings must commence within six months of the damage or loss occurring. If it does not commence within 6 months (or any other period which We agree with You in writing) You may have to pay any increase in cost caused by the delay. Any delays in the repair or rebuild that were outside of Your control will be disregarded in determining a reasonably practicable commencement date.

We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will try to match any material used to repair the Buildings with the original materials. If We cannot, We will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property, or fixing or finding leaks that have not caused loss or damage to Your Buildings or Contents.

If the damage or loss was caused to the Buildings by liquid escaping from a bath, basin, sauna, spa, shower base or shower wall, We will pay the costs to repair the Buildings and identify and locate where the liquid escaped from. We will not pay:

- The cost to repair or replace the bath, basin, sauna, spa, shower base or shower wall;
- The cost of fixing or finding leaks that have not caused loss or damage to Your Buildings or Contents.

If the rebuilding or repair is limited by government or local authority bylaws that reduce the floor area of the Buildings We will:

- Pay the actual cost of rebuilding or repairing the reduced floor area of the Buildings; and
- Pay the difference between the actual costs of rebuilding or repairing the reduced floor area of the Buildings and the estimated costs of rebuilding or repairing had the limit not applied.

Where You are reasonably able to recover from the Tenant's bond to reduce the cost of any loss or damage, You must do so and the amount of that entitlement will be deducted from Your Claim.

Where a Claim relates to the Contents cover provided under 'Additional things We will pay for when You have insured Your Buildings' it will be settled under the section 'How We pay a Claim for Your Contents'.

## How We pay a Claim for Your Buildings

When destruction, loss or damage occurs to Your Buildings, if reasonably practicable, We will do one of the following:

- We will rebuild Your Building to the same condition as when they were new; or
- We will repair the damaged portions of Your Buildings to the same condition as when they were new.

If this is not reasonably practicable, We will pay You the reasonable cost of rebuilding or repairing Your Buildings to the same condition as when they were new.

## How We pay a Claim for Your Contents

When destruction, loss or damage occurs to any item of Your Contents, depending on which option is more reasonably practicable We will do one of the following:

- replace the item with the nearest equivalent new property, or
- repair the item to the condition it was in at the time immediately before it was destroyed, lost or damaged.

If this is not reasonably practicable, We will pay You the amount it would reasonably cost You to repair the item or replace it with its nearest equivalent.

However, if You decide not to proceed with the repair or replacement of any item of Your Contents and would like to receive a cash settlement instead of Us repairing or replacing Your Contents, then We will pay You the amount it will cost Us to repair the item, or to replace it with its nearest equivalent.

We will pay for carpets, wall, floor and ceiling coverings, internal blinds and curtains, only in the room, hall or passage where the damage or loss occurred.

When a damaged or lost item is part of a pair, set or collection, We will only pay for the value of the item itself. The most We will pay is the value that the item has as a proportion of the combined pair, set or collection. We will only pay the cost of replacing the item even though the pair, set or collection to which it belongs is less valuable because it is incomplete.

Where You are reasonably able to recover from the Tenant's bond to reduce the cost of any loss or damage, You must do so and the amount of that entitlement will be deducted from Your Claim.

## Optional benefit - Loss of Rent

This section of the Policy only applies when Your Schedule shows that You have requested cover for Loss of Rent.

It applies when accidental damage or accidental loss occurs on the same basis as set out in Section 1 "Building and Contents" and as a result Your Building is in a condition in which it cannot reasonably be leased or rented by Tenants. The cover also applies when accidental damage or accidental loss to other property located near the insured Buildings is damaged and access to the Buildings or Contents is prevented.

Where the property was let under a Covered Short Term Rental Arrangement at the time of the loss or damage, We will deduct an amount equal to 5 days Rent from Our payment to You. No cover is provided for an Excluded Short Term Rental Arrangement.

We will pay the amount that is equal to the Rent up to the period of time Your Buildings have been repaired or replaced. We will pay this for up to 24 months and the amount We pay will not be greater than double the amount of the Loss of Rent sum insured shown on Your Schedule.

Where the Buildings were not let under a Covered Short Term Rental Arrangement or Excluded Short Term Rental Arrangement at the time of the loss or damage, We will extend cover for up to 2 weeks after the Buildings have been repaired or replaced.

Where You are reasonably able to recover from the Tenant's bond to reduce the cost of any loss or damage, You must do so and the amount of that entitlement will be deducted from Your Claim.

In addition, see further general exclusions on pages 31-32.

## Optional benefit - Rent Default

This section of the Policy only applies when Your Schedule shows that You have requested cover for Rent Default. This cover will stop immediately if Your rental property is Tenatable.

This cover only applies in relation to Your Tenant's failure to pay Rent under:

- a Rental Agreement with a term of at least three months; or
- a Periodic Tenancy Agreement where the relevant fixed term Rental Agreement had a term of at least three months.

### When We will pay for Rent Default

We will pay if Your Tenant:

- Leaves Your Buildings before the end of the tenancy period stated in the Rental Agreement and does not give You or Your Agent notice; or
- Stops paying Rent owed to You or Your Agent; or
- Is Legally Evicted from Your Buildings; or
- has been issued a Notice to Leave by You or Your Agent,

We will pay the weekly amount Your Buildings are rented for. In the case of the issue of a Notice to Leave, the maximum Rent We will pay will be 2 weekly amounts from the date the Tenant vacates the Building. The most We will pay is \$12,000.

We will also provide cover for up to 6 weeks Rent after:

- A death of a sole Tenant that occurs before the end of the tenancy period of Your Rental Agreement or during a Periodic Tenancy Agreement. Cover will start from the date of the death of the sole Tenant. We will not pay if the sole Tenant had given You or Your Agent notice in accordance with the Rental Agreement or Periodic Tenancy Agreement prior to their death.
- Your Rental Agreement or Periodic Tenancy Agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority on the grounds of hardship on the part of the Tenant. Cover will start from when the termination order issued by the Residential Tenancies Tribunal or other relevant authority takes effect.

In addition, see further general exclusions on pages 31-32.

## Paying Claims for Rent Default

We will only pay a Rent Default Claim if the Tenant's failure to pay Rent is in breach of the Rental Agreement or Periodic Tenancy Agreement.

The cover for Rent Default will not apply if the Rent is in arrears at the time Your Rent Default cover first commenced (or last commenced after a break in the cover). If Rent was in arrears at that time, this cover will apply only after:

- the Rent arrears have been paid; and
- the Tenant has paid the agreed Rent in accordance with the Rental Agreement or Periodic Tenancy Agreement for a period of not less than 4 consecutive weeks.

When We pay a Claim for Rent and/or legal expenses, the Claim will be reduced by the balance, if any, of any Bond Money remaining after deduction of Allowable Reletting Expenses and any other costs or expenses You are legally entitled to deduct from the Bond Money. If a tribunal orders the refund of the Bond Money to the Tenant, on the grounds of hardship, an Excess equal to four weeks Rent will apply to Your Claim.

We will only pay a Claim when You have taken all reasonable steps legally available to You under the Residential Tenancies Act 2010 (NSW) or other relevant or equivalent legislation, to remedy non-payment and evict the Tenant. Your Claim for Rent Default ceases when the Rental Agreement or Periodic Tenancy Agreement could reasonably have been legally terminated by You.

We will not pay if Your Tenant leaves the Buildings with or without notice, and You have failed to rectify a Notice of Remedy breach issued by the Tenant to You.

In addition, see further general exclusions on pages 31-32

## **Optional benefit - Theft by a Tenant**

This section of the Policy only applies when Your Schedule shows that You have requested cover for Theft by a Tenant. No cover is provided while the Situation or any part of it is let under an Excluded Short Term Rental Arrangement.

### **When We will pay Theft by a Tenant**

We will pay if there is theft of any part of Your Buildings or Contents by Your Tenant or their visitors, or their visitors' children. We will only pay for theft to:

- Your Buildings if You have insured Your Buildings under Section 1 of the Policy. The most We will pay is the sum insured You have selected for Your Buildings, less any applicable Excess. This includes \$10,000 for Contents as set out under 'Additional things We will pay for when You have insured Your Buildings'.
- Your Contents if You have insured Your Contents under Section 1 of the Policy. The most We will pay is the sum insured You have selected for Your Contents, less any applicable Excess.

In addition, see further general exclusions on pages 31-32.

### **Additional things We will pay for when You make a Claim for Rent Default and Theft by a Tenant**

We will also pay legal costs You incur:

- to legally evict Tenants; or
- to recover amounts owed to You by Your Tenants; or
- to recover amounts for items stolen by Your Tenants or their visitors, or their visitors' children.

We will not pay legal costs to recover any amount owed to You solely for the payment of any Excess applicable to any Claim under the Policy.

The most We will pay for Your reasonable legal costs is \$5,000. Let Us know if You expect to incur legal costs before doing so, so that We can inform You whether We agree that they are reasonable.

### **Re letting expenses in excess of Bond Money**

If We have accepted a Claim under this Policy caused by a Tenant leaving the location, We will also pay up to \$500 during any one period of insurance for re-letting expenses that exceed the Tenant's Bond Money.

This additional benefit will only apply if:

- Bond Money equivalent to a minimum of 4 weeks Rent (in accordance with the applicable legislation) has been collected from the Tenant; and
- The Bond Money has been fully exhausted.

This benefit will not apply:

- For any cost that exceeds the limit for the insured event; or
- If the amount of Bond Money available has been reduced for any reason; or
- For any cost not covered as a result of a reduction applied by Us in any section of the Policy; or
- If re-letting expenses do not exceed the Tenant's Bond Money.

In addition, see further general exclusions on pages 31-32.

# SECTION 2 - LIABILITY

## What You are covered for

If You have insured Your Buildings under this Policy, We will cover You against any claim for compensation or expenses which You become legally liable to pay for:

- the death of, or Personal Injury to, any person; or
- the Damage to Property,

resulting from an Occurrence during the period of insurance arising out of the ownership of Your Buildings or the Situation.

If You have insured Your Contents under this Policy, We will cover You against any claim for compensation or expenses which You become legally liable to pay for:

- the death of, or Personal injury to, any person; or
- the Damage to Property,

resulting from an Occurrence during the period of insurance arising out of the ownership of Your Contents.

If You have insured Your Contents under this Policy and You own part of a Building that is a strata titled residence, We will cover You against any claim for compensation or expenses which You become legally liable to pay for:

- the death of, or Personal Injury to, any person; or
- the Damage to Property,

resulting from an Occurrence during the period of insurance arising out of the ownership of Your Contents or part of the Building You own.

## Definitions for Your Liability Cover

In this section:

Words	Meanings
<b>Bodily Injury</b>	means physical bodily harm including resultant sickness or disease that requires care or loss of services and/or resultant death.
<b>Damage to Property</b>	means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits and similar instruments, but does not include the value represented by such instruments.
<b>Occurrence</b>	includes continuous or repeated exposure to substantially the same general conditions. We regard all death, Personal Injury or Damage to Property arising from one original source or cause as one Occurrence.
<b>Personal Injury</b>	means Bodily Injury, shock, mental anguish or mental injury, including death.

## Limit of Your liability cover

The most We will cover for any liability Claim is \$20,000,000 for any one Occurrence, including any reasonable legal costs You have to pay in relation to the Claim and costs awarded against You.

Let Us know if You expect to incur legal costs before doing so, so that We can inform You whether We agree that they are reasonable.

## Liability cover after total loss

If Your Buildings are a total loss, We will continue to provide cover for Your liability as owner or occupier of the Buildings for up to 6 months from the date Your Buildings were destroyed.

This cover will stop immediately if:

- construction commences at the Situation, or
- You sell the land, or
- You take out a new buildings insurance policy for the Building.

## When We will not pay

We will not pay Claims arising from:

- Penalties, fines or awards of aggravated, exemplary or punitive damages made against You.
- Using motor vehicles, motor-cycles, mini-bikes, aircraft or watercraft, other than ride-on mowers.
- Servicing, repairing or maintaining any vehicle.
- Personal Injury to You, or any member of Your family who normally lives with You, or any other person who normally lives with You.
- Personal Injury to any person You employ and that injury arises from their employment with You.
- Damage to Property that belongs to You, or any member of Your family who normally lives with You, or any other person who normally lives with You.
- Damage to Property that belongs to any person You employ and that damage arises from their employment with You.
- Damage to Property that is in Your control, or the control of any member of Your family who normally lives with You, or any other person who normally lives with You.
- Any alterations, servicing, repairing or any additions to lifts, escalators or hoists. This includes anything that is part of a lift, escalator or hoist.
- Vibration or interference with the support of land, Buildings or other property.
- Any disease that is transmitted by You, or any member of Your family who normally lives with You.
- Any business, profession, trade or occupation carried on by You other than managing the Buildings and their surrounds.
- The erection or demolition of Buildings.
- Any agreement or contract You enter into other than where You would have been liable without the agreement or contract.
- The existence, at any time, of asbestos or which concerns asbestos in any way, including any materials containing asbestos in any form or quantity.
- The discharge, release or escape of any pollutants.
- The removal, neutralising or cleaning up of pollutants.
- Any act of defamation, libel or slander.

In addition, see further general exclusions on pages 31-32.

## GENERAL EXCLUSIONS

### General exclusions applying to all Sections of this Policy

We will not pay Claims arising from:

- War or warlike activity. War does not have to be declared. We also do not provide cover for theft following this.
- Highly pathogenic avian influenza, rabies, cholera, human diseases listed under the Biosecurity Act 2015 (Cth) (or any amendment, replacement, successor or delegated legislation), or any mutation of such disease, including any:
  - fear or threat of such disease (whether actual or perceived);
  - action taken by a competent public authority in controlling, preventing or suppressing such disease;
  - cost or expense to clean-up, decontaminate, disinfect, remove, replace, monitor or test for any such diseases or any property insured under this Policy that is affected by or suspected to be affected by such disease.
- Hostilities, rebellion, insurrection or revolution. We also do not provide cover for theft following these events.
- Contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.
- Lawful destruction or confiscation of Your property.
- Anything nuclear or radioactive.
- Unless We otherwise agree in writing, We will not provide any cover under this Policy and can deny any Claim unless there is a residential building with a domestic certificate of occupancy at the Situation.
- Anything that occurs during or prior to completion of any alterations, repairs, renovations or additions that have or will cost more than \$100,000 (except to the extent that We otherwise agree in writing prior to the commencement of the alteration, repairs, renovations or additions).
- Damage to a heating element. We will pay for any resultant damage following damage to a heating element.
- Mildew, atmospheric or climatic conditions.
- Mould or fungi.
- Anything that You or anyone acting for You deliberately caused.
- Action of the sea, tidal wave or high water.
- Landslide, subsidence, settling, shrinkage or any movement of earth or erosion except as detailed under 'What is insured'.
- Any event that does not occur within the period of insurance.
- Corruption (whether by virus or other means) to any electronic data, files or software damaged or lost including any photographs and visual images stored electronically on any medium including computers and any costs associated with the reinstalling or replacing of the data, files or software that are corrupted, damaged or lost.
- Failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by the Policy, other than loss or damage to any frozen food, or loss or damage to any computer equipment or computer software.
- Tenant neglect, carelessness, poor housekeeping, or unhygienic living habits including contamination from the use of Controlled Drugs or smoking.
- Consequential loss (financial and non-financial loss) following an insured event.

Unless We otherwise specifically agree in writing, We will not provide any cover under this Policy:

- for any Tenancy Claim that arises during or in connection with any Excluded Short Term Rental Arrangement at the Situation;
- if the Situation is a Multiple Short Term Rental Property;
- if You permit Your Tenants to sub-let the Situation or any part of it;
- if You permit Your Tenants to use the Situation for commercial purposes (other than a home office); or
- if You permit the Situation to be shared by more than three groups of one or more Tenants who are otherwise unrelated to each other.

### **When Your insurance cover does not apply**

Cover for Your Buildings and Contents will not apply if, for a continuous period of 90 days or more, no one has occupied Your Buildings. This does not apply if the destruction, loss or damage results from lightning, thunderbolt, riot and civil commotion, damage directly caused by impact by a vehicle, aircraft, waterborne craft, space debris, rocket, satellite, or a branch, tsunami or earthquake. However, We do not insure You against any subsequent resultant damage such as rainwater entering any opening made by impact or looting subsequent to a riot.

You can ask Us to provide cover if Your Buildings are not going to be occupied for more than 90 days. If We agree to provide cover, We will advise You in writing.

### **Natural peril exclusion**

We will not cover Your Buildings and Your Contents for a period of 72 hours from the time of purchase of Your initial period of insurance for destruction, loss or damage caused by:

- bushfire;
- a named cyclone; or
- Flood or tsunami.

We will provide cover, however, if:

- this insurance commences directly after another insurance policy with equivalent cover for the same property expired without a break in cover; or
- You have entered into a contract of sale to purchase the property which has not completed and under which the risk has passed to You as purchaser.

### **Sanction limitation and exclusion clause**

In this section, the reference to Insurer is a reference to Us and Insured is a reference to You.

If, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of the Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defense to the Insured or make any payment of defense costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.



## GENERAL TERMS AND CONDITIONS

This applies to Section 1 and Section 2 of the Policy.

### Other interests

You must not transfer any interests in the Policy without Our written consent.

Any person whose interests You have told Us about and We have noted on Your Schedule is bound by the terms of the Policy.

### What You are required to do for Us

- You must pay Us the premium for the Policy.
- You must tell Us as soon as possible of anything that changes the facts or circumstances relating to Your insurance, for example:
  - changes to Your Building, including any proposed alterations or additions or any significant damage or deterioration.
  - changes to use and/or ownership.
  - changes or corrections to the information You have previously provided to Us or Your broker.
- You must take reasonable precautions to prevent anything which could result in a Claim under this Policy.
- You must make sure that anyone doing anything on Your behalf obeys all laws.
- You must comply with the terms and conditions of the Policy.

If You fail to do so, We may cancel Your Policy, or deny or reduce the amount We pay on Your Claims.

### The law that applies to this Policy

Any disputes arising from the Policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where the Policy is issued.

# HOW TO MAKE A CLAIM

Please contact Your Steadfast Broker to assist You in making a Claim.

In an emergency outside normal business hours You may ring Our emergency service on 1300 020 287 for assistance.

## What You must do when You make a Claim

You must make Your Claim as soon as possible after You suffer a loss. If You do not make Your Claim promptly and We suffer prejudice as a result, We may reduce what We pay You by an amount to take account of any disadvantage We suffer by the delay. This may result in the Claim having no amount payable to You.

You must also:

- Take all reasonable steps to stop any further loss from occurring.
- Report to the police if Your property is lost or stolen, vandalised or Maliciously Damaged.
- Keep the property that has been damaged so We can inspect it.
- Tell Us about any prosecution or inquest that may be held.
- Send Us any document relating to Your Claim as soon as reasonably possible after receiving it.

## What You must not do when You make a Claim

You must not do any of the following:

- Repair or replace any damaged property without Our consent; or
- Pay, promise to pay, or offer payment, or admit responsibility for a Claim.

## You give Us Your rights to Claim from anyone else

If You have a right to Claim against someone else for a Claim that You have made and We have paid under the Policy, You give Us Your rights to make that Claim. You also give Us Your rights to conduct, defend or settle any legal action and to act in Your name.

You must not do anything which prevents Us from doing this and You must give Us all the information and cooperation that We require.

## Claims Payment Examples

The following Claims payment examples are designed to illustrate how a Claim payment might typically be calculated. These examples assume the Claimed amount is less than the applicable sum insured. The examples do not cover all scenarios or all benefits and do not form part of the Policy terms and conditions. They are a guide only. The amount payable under the Policy will depend on the facts applicable to the Claim as well as the coverage, exclusions and Excesses set out in the Policy and the Schedule.

### Section 1 Example 1: Buildings & Contents

The sum insured on Your Buildings is \$500,000. You have chosen a standard Excess of \$500. Your Building’s roof is damaged during a storm, resulting in a Building repair cost of \$5,500.

Claim amount	Explanation
\$5,500	The cost to repair the roof inclusive of GST.
Total Claim Payment	Explanation
\$5,000	We would pay the builder \$5,000, and You would pay the Excess of \$500 to the builder.

### Section 1 Example 2: Buildings and Contents Insurance and Loss of Rent

Your Situation is tenanted under a Rental Agreement of more than three months duration. You have insured Your Building and Contents under the Policy and You have selected the additional cover for Loss of Rent. You have chosen a standard Excess of \$750.

The Building and Contents are partially damaged by a fire. As a result of the fire Your Tenants are unable to live in Your Buildings and You suffer a loss of Rent. The cost to repair the Building is \$14,250 and to replace, the Contents is \$5,500. You receive \$525 per week as Rent from Your Tenants. The Building repairs take eight weeks to complete.

<b>Claim amount</b>	<b>Explanation</b>
\$14,250	The cost to repair the Building inclusive of GST.
\$5,500	The replacement cost of Your Contents.
\$4,200	Rent for the period of time taken to repair the Building (8 weeks x \$525 = \$4,200)
<b>\$23,950</b>	Total Claim amount
<b>Total Claim Payment</b>	<b>Explanation</b>
\$23,200	We will pay the total Claim amount of \$23,950 less the Excess of \$750.

### Section 1 Example 3: Rent Default and theft by a Tenant

Your Situation is tenanted under a Rental Agreement of more than three months duration. You have insured Your Building and Contents under the Policy and You have selected the additional cover for Rent Default and Theft by a Tenant. You have chosen a standard Excess of \$350. There is an additional Excess of \$400 for a Rent Default Claim and an additional Excess of \$400 for a Theft by a Tenant Claim.

Your Tenant has left the property during the fixed term Rental Agreement without giving You notice and has stolen a number of items (valued at \$3,350) from the property. You received \$900 per week as Rent from Your Tenant. \$700 of the Bond Money remains after deduction of Allowable Reletting Expenses and any other costs or expenses You are legally entitled to deduct from the Bond Money. You find another Tenant for the property after 10 weeks.

<b>Claim amount</b>	<b>Explanation</b>
\$8,300	10 weeks Rent for the time it takes to find another Tenant (10 weeks x \$900 = \$9,000) less the remaining Bond Money (\$700) Totaling \$8,300.  This is less than the maximum Claim amount for Rent Default cover (\$12,000).
\$3,350	The value of the items stolen are assessed at \$3,350.
<b>\$11,650</b>	Total Claim amount
<b>Total Claim Payment</b>	<b>Explanation</b>
\$10,500	We will pay the total Claim amount (\$11,650) less the applicable Excess ( $\$350 + \$400 + \$400 = \$1,150$ ).

### Section 2 Example 1: Liability

You have insured Your Building and Contents under this Policy and an injury has occurred to a third party on Your property for which You are liable. The third party claims \$18,000 as medical expenses from You together with \$7,000 in legal expenses. You are legally liable to pay the third party.

<b>Claim amount</b>	<b>Explanation</b>
\$7,000	The legal costs incurred.
\$18,000	The value of the medical expenses incurred by the third party as a result of the injury as the amount You are legally liable to pay the third party.
<b>\$25,000</b>	Total Claim amount
<b>Total Claim Payment</b>	<b>Explanation</b>
\$25,000	We will pay the total Claim amount of the legal and medical expenses ( $\$7,000$ plus $\$18,000$ ) to the third party.











# Hollard.

personal insurance

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

Locked Bag 2010  
St Leonards NSW 1590 Australia

**AUSTRALIA WIDE**  
T: 1300 020 287  
F: 02 9253 6697

**INTERNATIONAL**  
T: +61 2 8883 7059  
F: +61 2 9253 6697

HPI-LAN-AD-01 OCT 2021