



# Holiday Property Protection

Product Disclosure Statement (PDS)



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

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## Overview of insurance cover

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## About this Document

Effective date: 15/01/2024 for new policies and renewals

### Overview

This document includes information about our Holiday Property Protection cover, which is designed for a second home which is occupied periodically for recreational purposes.

### Your insurance contract

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

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

Each of these documents is a Policy Document.

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

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

### Currency

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

### Governance

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

## About SGUA and the Insurer

### Who issues the Policy?

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

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

You can contact SGUA by:

Mail: PO Box 5663,  
St Georges Terrace  
Perth WA 6831  
Phone: 1300 697 482, or  
Email: insurance@sgua.com.au

### About the insurer

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

### Who is the insured?

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

### General information only

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

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

### Words with special meanings

Certain words and phrases have special meaning when they appear in this document. Refer to the General Definitions (which start on page 14) for a list of the defined terms and their meaning.

### Insurance is a consumer insurance contract

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

## Holiday Property Protection Overview

### About this insurance

This Policy is designed to cover your investment property for a range of Defined Events helping to protect your investment against financial loss and providing you peace of mind.

### Cover available

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

Before making a decision about this insurance, please read and consider the Policy Documents, including General Definitions (which start on page 14), General Exclusions (which start on page 45), and General Conditions (which start on page 48) and your Certificate of Insurance.

Type of Cover	Maximum Limit
<b>Building</b> (Section 1 of the Policy)	
■ <b>Fire, explosion or lightning</b>	The Sum Insured for your Building located at your Risk Address
■ <b>Earthquake, Named Cyclone, tsunami or volcanic eruption</b>	The Sum Insured for your Building located at your Risk Address
■ <b>Theft, attempted theft or burglary</b>	The Sum Insured for your Building located at your Risk Address
■ <b>Bursting, leaking, discharging or overflowing</b>	The Sum Insured for your Building located at your Risk Address
■ <b>Glass breakage</b>	The Sum Insured for your Building located at your Risk Address
■ <b>Malicious Damage by Third Party</b>	The Sum Insured for your Building located at your Risk Address
■ <b>Flood (unless specifically excluded)</b>	The Sum Insured for your Building located at your Risk Address
■ <b>Storm</b>	The Sum Insured for your Building located at your Risk Address
■ <b>Impact Damage</b>	The Sum Insured for your Building located at your Risk Address
■ <b>Riot or civil commotion</b>	The Sum Insured for your Building located at your Risk Address
■ <b>Electric Motor Burnout</b>	Motor replacement up to 15 years of age
■ <b>Accidental Damage by Third Party</b>	The Sum Insured for your Building located at your Risk Address
■ <b>Landscaping</b>	Up to \$500 per tree, shrub or plant, maximum \$2,000 per claim
■ <b>Emergency service Damages</b>	Up to \$5,000
■ <b>Mortgage discharge</b>	Up to \$5,000
■ <b>Tax audit fees</b>	Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)
■ <b>Excess waiver for total loss</b>	Nominated Excess showing on your schedule

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

■ <b>Fire, explosion or lightning</b>	Up to the Sum Insured for your Contents
■ <b>Earthquake, Named Cyclone, tsunami or volcanic eruption</b>	Up to the Sum Insured for your Contents
■ <b>Theft or attempted theft</b>	Up to the Sum Insured for your Contents
■ <b>Bursting, leaking, discharging or Overflowing</b>	Up to the Sum Insured for your Contents
■ <b>Glass breakage</b>	Up to the Sum Insured for your Contents
■ <b>Malicious Damage by Third Party</b>	Up to the Sum Insured for your Contents
■ <b>Flood (unless specifically excluded)</b>	Up to the Sum Insured for your Contents
■ <b>Storm</b>	Up to the Sum Insured for your Contents
■ <b>Impact Damage</b>	Up to the Sum Insured for your Contents
■ <b>Riot or civil commotion</b>	Up to the Sum Insured for your Contents
■ <b>Electric Motor Burnout</b>	Motor Replacement up to 15 years of age
■ <b>Accidental Damage by Third Party</b>	The Sum Insured for your Contents
■ <b>Contents in Open Air</b>	Up to \$5,000 for theft claims 10% of the Sum Insured for Contents for all other claims
■ <b>Oil leakage from heater</b>	Up to the Sum Insured for your Contents
■ <b>Tax audit fees</b>	Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)
■ <b>Excess waiver for total loss</b>	Nominated excess showing on your schedule
■ <b>Contents in storage units / cages</b>	Up to \$2,000

### Type of Cover

### Maximum Limit

#### Legal Liability (Section 3 of the Policy)

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

### Maximum Limit

#### Loss of Rent (Section 4 of the Policy)

<b>Loss of rent by Defined Events</b>	Up to 52 weeks, up to a maximum of the Sum Insured for loss of rent as shown on your Certificate of Insurance
<b>Prevention of access</b>	Up to 52 weeks, up to a maximum of the Sum Insured for loss of rent as shown on your Certificate of Insurance
<b>Loss of rent following Tenant Damage</b>	Up to 52 weeks, up to a maximum of the Sum Insured for loss of rent as shown on your Certificate of Insurance
<b>Loss of rent following murder / suicide</b>	Up to 52 weeks, up to a maximum of \$50,000
<b>Untenantable due to death of a Tenant</b>	Up to 12 weeks, up to a maximum of the Sum Insured for loss of rent as shown on your Certificate of Insurance
<b>Failure to vacate</b>	Up to 26 weeks, up to a maximum of \$25,000

### Type of Cover

### Maximum Limit

#### Damage and Theft by Tenants (Section 5 of the Policy)

<b>Deliberate Damage by Tenants</b>	The Sum Insured for your Building Up to \$60,000 for your Contents
<b>Accidental Damage by Tenants</b>	The Sum Insured for your Building Up to \$60,000 for your Contents
<b>Damage by Pets</b>	Up to \$5,000
<b>Theft by Tenant</b>	The Sum Insured for your Building Up to \$60,000 for your Contents
<b>Garbage removal</b>	Up to \$500

## Type of Cover

## Maximum Limit

### Sublimits

<b>Electronic Equipment not fixed in the Risk Address</b>	Up to \$2,500 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 Certificate of Insurance. We will not pay more than 25% of the Contents Sum Insured in total for all electronic equipment.
<b>Personal Effects</b>	Up to \$1,000
<b>Contents in a locked garage or locked garden shed</b>	Up to \$2,500
<b>Contents in Open Air</b>	Up to \$5,000 arising from theft.

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

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

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

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

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

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

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

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

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

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

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

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

Any misrepresentation made fraudulently is a breach of your duty.

### Who needs to tell us?

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

### If you do not tell us

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

### Duty of Good Faith

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



## Applying for Holiday Property Protection

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

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

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

### Your cooling off rights

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

Provided that you have not made a Claim or an event has not occurred that could give rise to a Claim under your Policy, we will refund your premium. (We may deduct from your refund any government taxes or duties we cannot recover.) When your cooling off period ends, you retain cancellation rights (see the General Conditions which start on page 48 for details of the Refund Policy).

## The Cost of your Insurance

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

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

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

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

## Making a Claim

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

Further information about the steps involved in making a Claim and how we handle Claims is set out in the Claims Handling and Procedure section (which start on page 52).

### Excesses

If you make a Claim, you must pay the Excess set out in the Certificate of Insurance for every Claim you make which applies to that cover.

### Standard Excesses

When you make a Claim, you will be required to pay or bear the standard Excess selected for your cover. These amounts will be clearly documented in your Certificate of Insurance.

A standard Excess applies to each and every Claim that is accepted, unless stated otherwise

### Additional Fixed Excesses

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

Claim Type	Excess that Applies <small>In addition to the standard excess shown in your Certificate of Insurance</small>
<b>Accidental Damage by a Third Party other than your Tenant</b>	\$250 per Claim
<b>Accidental Damage by Tenant including Damage by Pets</b>	\$250 per Claim
<b>Theft by Tenant</b>	\$250 per Claim
<b>Earthquake, Named Cyclone, tsunami or volcanic eruption:</b>	\$5,000 per Claim
<b>Flood:</b>	\$500 per Claim
<b>Electric Motor Burnout</b>	\$300 per Claim

### 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.

### Loss of Rent cover

If you have loss of rent cover, any payment we make under that cover is subject to an underinsurance assessment. This means if, at the time of loss, the Sum Insured for loss of rent 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. This is because where the Sum Insured is less than the actual value of rent lost, your Claim payment will be calculated as the loss of rent amount multiplied by the ratio of the Sum Insured to the amount of rent you expected to receive.

For example, if your claim for the amount of rent lost is for \$1,000:

- the total annual rental income you expect to receive is \$8,000; and
- your Sum Insured is \$6,000,

then, your Claim payment will be \$750, which is calculated in accordance with the following formula:

$$\begin{aligned} & \$1,000 \text{ (the rent you lose)} \times \$6,000 \text{ (loss of rent Sum Insured)} \\ & \text{divided by } \$8,000 \text{ (Total annual rental income)} \\ & = \$750 \text{ (Amount Payable)} \end{aligned}$$

## Renewal Procedure

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

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

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

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

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

# Privacy Statement

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

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

## Collection and use of your personal information

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

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

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

## Consequences if information is not provided

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

## Disclosure of your personal information

You agree that we may disclose your personal information:

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

## Transfer of personal information overseas

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

## Information about another person

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

## Other Things to Note

### We confirm transactions

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

### Updating this product disclosure statement

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

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

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

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

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

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

Lloyd's Australia Limited  
 Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)  
 Telephone: (02) 8298 0783  
 Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

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

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

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

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

The Underwriters accepting this Insurance agree that:

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



## Other Things to Note (continued)

### GST and Taxation

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

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

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

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

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

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

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

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

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

### General Insurance Code of Practice

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

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

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

### Several Liability Notice

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

### Notices and communications with you

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

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

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

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

### Target market determination

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

# General Definitions

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

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

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

## **Application**

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

## **Body Corporate**

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

## **Building**

means the property situated at the Risk Address shown in the Certificate of Insurance which is owned by you, used for domestic purposes and is leased to Tenants on a short term basis and/or used as a personal holiday home including:

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

## **Building (continued) - Building does not mean:**

- caravans, houseboats or mobile buildings fixed or freestanding and any parts or accessories;
- building or part of a building which is legally part of a strata title building according to the applicable strata laws in your state or territory unless agreed by us in writing;
- common property if the Building is part of a strata title or any property that is insured by the Body Corporate, whether or not that property is contained within your unit or lot and whether or not any Excess applies to the strata title insurance;
- earth or gravel pathways or driveways or other paved surfaces;
- any building used for any business or trade unless agree by us in writing;
- a new building in the course of construction;
- land used for cropping, growing, grazing, or any undeveloped areas at the Risk Address shown in your Certificate of Insurance;
- any stables, commercial sheds or barns including tanks and services attached to these structures;
- a building in the course of being demolished, or that is vacant pending demolition;
- a temporary building or structure;
- trees, shrubs, hedges or any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch except as specifically provided for under the Additional Benefit, Landscaping, trees, plants and shrubs on page 28
- any Contents;
- temporary fencing where there is an exposed neighbours swimming pool and/or risk of animals escaping from neighbouring properties; or
- a Building that is your primary residence.

# General Definitions

## Certificate of Insurance

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

## Claim

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

## Communicable Disease

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

## Computer System

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

## Contents

means the property described below, in the Risk Address, belonging to you, and are listed in an Inventory:

- domestic furniture & furnishings;
- moveable carpets, drapes and interior blinds, floating timber floors;
- Household Goods;
- in respect of strata title properties, temporary walls, internal walls and doors, floor and ceiling covers, structural improvements and decorations particular to a certain lot which the Body Corporate or similar is not required by law to insure.
- electronic equipment not fixed in the Risk Address, up to a maximum of \$2,500 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 Certificate of Insurance. We will not pay more than 25% of the Contents Sum Insured in total for all electronic equipment;
- moveable swimming pools;
- moveable saunas & spas;
- unfixated light fittings;
- Personal Effects up to a maximum of \$1,000 arising from any one Claim;
- Contents in a locked garage or locked garden shed, up to a maximum of \$2,500 for any one Claim; and
- Contents in Open Air, up to a maximum of \$5,000 arising from any one Theft Claim

## Contents does not mean:

- any buildings;
- motor vehicles (other than a ride on mower used for private purposes), motorcycles, caravans, trailers or any accessories, components or parts for these items;
- items that are covered by an insurance policy taken out by the body corporate or similar;
- watercraft and aircraft or any accessories, components or parts for these items;
- mechanically propelled items (including but not limited to motorised scooters, bicycles, skateboards and the like);
- trees, shrubs, hedges, or any other plant life including grass or lawns, or soil, sand, gravel, bark or mulch except as specifically provided for under the Additional Benefit: Landscaping, trees, plants and shrubs on page 28.
- 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 or lean-tos.

# General Definitions

## Damage, Damaged

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

## Data

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

## Defined Events

means the events listed in section 1 (Building) and section 2 (Contents) of this document, which we insure you against, subject to the Policy terms, conditions and exclusions.

## Deliberate Damage

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

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

## Deliberate Damage

does not mean:

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

## Endorsement

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

## Earthquake

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

## Electric Motor Burnout

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

## Excess

means the amount(s) stated in the Certificate of Insurance, or otherwise stated in the Policy for each applicable section or sub section, that you are required to pay or bear as the first payment towards your Claim.

## Family

means the following people who live with you:

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

## Fire

means burning with flames.

## Fixtures and Fittings

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

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

# General Definitions

## Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

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

## Floor Coverings

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

- carpets;
- rugs;
- floating floorboards.

## Fixed Floor Coverings

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

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

## Household Goods

means goods in the Building, which:

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

## Indemnity Basis

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

## Inventory

means a document detailing the furnishings of a rental property which belongs to you.

## Named Cyclone

means a cyclone that is named by the Bureau of Meteorology

## Period of Insurance

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

## Pet

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

## Personal Effects

means portable items, belonging to you, which are designed to be carried on or by you including but not limited to handbags, spectacles, musical instruments, photographic equipment and sporting equipment.

## Policy, Policy Documents

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

## Rental Guarantee Arrangement

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

## Replacement, Reinstatement

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

## Riot

means a civil commotion or disturbance.



# General Definitions

## Risk Address

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

- owned by you;
- for the use of the Tenant;
- primarily used as a residential property; and
- it includes land forming the immediate surrounds and domestic gardens

It does not include land used for cropping, growing, grazing, stables and all property associated with stables, or any undeveloped areas at the Risk Address shown on your Certificate of Insurance.

## Storm

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

## Sum(s) Insured

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

## Tenancy

means the period of any one Tenant's occupancy.

## Tenant

means the natural person(s) described as the guest who has rented the Risk Address and includes any of their immediate family or invitees staying at the Risk Address

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

## Third Party

means someone other than a Tenant or you.

## Uninhabitable

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

## Wall Coverings

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

- paint;
- wallpaper; and
- tiles.

## Window Coverings

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

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

## we, us, our

means The Proplab Group Pty Ltd trading as St. George Underwriting Agency (ABN 59 009 357 582) (AFSL 236663) acting as an agent of the insurer, Certain Underwriters at Lloyd's.

## you, your, yourself

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

# Cover Options

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# Cover Options

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

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

Before making a decision about this insurance product, please read and consider the Policy Documents which detail the terms, Excesses and limitations that apply, including the General Exclusions (which start on page 45) and the General Conditions (which start on page 48).

## Section 1: Building

**This section describes the cover offered under Building.**

### When you are covered

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

### The terms that apply to your cover

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

- the terms set out in this section, which includes information about what is covered and what is not covered, any sub-limits and excesses that apply;
- the General Exclusions (which start on page 45); and
- the General Conditions (which start on page 48).

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

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

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

### Section 1: Building

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

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Fire, explosion or lightning</b>		
We will pay for Damage caused by Fire, explosion or lightning.	Loss or Damage deliberately caused by you or someone with your consent;  heat, smoke or soot when either the Building or Contents have not caught Fire or where the Fire which causes Damage is more than 100m from the Risk Address;  Gradual exposure to Fire, heat, smoke or soot during recurring incidents of fire or bushfire over a period of time	The Sum Insured for your Building except for fences or gates located at your Risk Address.
<b>Earthquake, Named Cyclone, tsunami &amp; volcanic eruption</b>		
We will pay for Damage caused by Earthquake, Named Cyclone, tsunami or volcanic eruption	Subsequent Damage caused after the first 72 hours of the initial Earthquake, tsunami or volcanic eruption	The Sum Insured for your Building except for fences or gates located at your Risk Address.



## Section 1: Building

What is covered (included) and what is not covered (excluded) - continued

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Theft or attempted theft or burglary</b>		
<p>We will pay for loss or Damage to your Building caused by theft, attempted theft or burglary.</p> <p>In respect of strata title properties, theft includes the cost of re-keying or replacing locks following Damage to the locks or theft of the keys where the insured is responsible for such costs.</p>	<p>Theft by any person ordinarily residing with you at the time of the Theft;</p> <p>Theft by a Tenant (refer to Section 5: Damages by Tenants);</p> <p>Theft by any person working for the Tenant;</p> <p>The non-return of the keys or theft of the key by the Tenant(s); and</p> <p>Theft of Household Goods</p>	<p>The Sum Insured for your Building except for the cost of re-keying or replacing locks located at your Risk Address.</p> <p>The most we will pay for the cost of re-keying or replacing locks is \$1000 per Claim (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)</p>
<b>Bursting, leaking, discharging or overflowing</b>		
<p>We will pay for loss or Damage to your Building caused by escape of liquid that is sudden, unexpected accidental or without warning that occurs at the site from any fixed pipe, fixed tank, waterbed, aquarium, household appliances or fixed item used to hold liquid. If you do suffer loss or Damage to your Building, you must take immediate action to prevent any further loss or Damage. You must report an escape of liquid to us as soon as you become aware of it. Any additional Damage due to a failure to report the event may not be covered.</p> <p>(Exploratory costs) we will pay up to \$5000 to search for the unknown source of a leaking pipe but only if the water or liquid from the leaking pipe is causing Damage to your Building.</p>	<p>Loss or Damage caused by:</p> <ul style="list-style-type: none"> <li>the gradual seepage of water or other liquids;</li> <li>an inadequate drainage system;</li> <li>wear and tear, gradual deterioration;</li> <li>the escape of liquid occurring as a result of a gradual process of leaking, splashing, dripping or overflowing;</li> <li>pipes designed to leak (such as an irrigation system);</li> <li>lack of routine maintenance as defined in the section 'keep your Building and Contents in good condition and well maintained';</li> <li>the escape of liquids from a plant pot, vase, planter box, terrarium, beverage container, cooking pot, bucket, swimming pool, watering can or watering systems;</li> <li>the cost of repair or replacement of the defective pipes, water mains, tanks, apparatus or other systems used to hold or carry water giving rise to loss or Damage the cost to repair or replace the item from which the water leaked or escaped; and</li> <li>the cost to replace any liquid that has escaped</li> </ul>	<p>The Sum Insured for your Building located at your Risk Address.</p>
<b>Glass Breakage</b>		
<p>We will pay for Accidental breakage of glass forming part of:</p> <ul style="list-style-type: none"> <li>fixed mirrors, windows, panels in doors, shower screens;</li> <li>ceramic, acrylic or fiberglass basins, baths, cisterns, toilets and sinks</li> </ul>	<ul style="list-style-type: none"> <li>any costs if the breakage does not extend through the entire thickness of the Damaged item including chips, scratches or surface cracks</li> <li>a glass house or conservatory;</li> <li>tiles;</li> <li>fixed electronic visual display screens.</li> </ul>	<p>The Sum Insured for your Building located at your Risk Address.</p>



## Section 1: Building

What is covered (included) and what is not covered (excluded) - continued

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Malicious Damage by Third Party</b>		
We will pay for loss or Damage caused by malicious acts and/or deliberate Damage by a third Party	Any destruction or Damage intentionally caused by <ul style="list-style-type: none"> <li>• you;</li> <li>• a member of your family;</li> <li>• a person acting with the express or implied consent of you or any member of your family;</li> <li>• a Tenant (refer to Section 5: Damage by Tenants; or</li> <li>• loss or Damage to Household Goods</li> </ul>	The Sum Insured for your Building located at your Risk Address.
<b>Flood</b>		
We will pay for loss or Damage caused by Flood (unless this is excluded on your Certificate of Insurance).	Loss or Damage caused by actions of the sea, high water, tidal wave or Storm surge.  Loss or Damage caused by: <ul style="list-style-type: none"> <li>• soil movement including erosion, landslide, mudslide or subsidence, unless it is directly caused by and occurs within 72 hours of the Flood;</li> <li>• shrinkage or expansion of earth or land;</li> <li>• hydrostatic pressure;</li> <li>• loss or Damage to gates or fences if they are not well maintained and are not in good order and repair;</li> <li>• loss or Damage to gravel pathways, gravel driveways and walkways;</li> <li>• loss or Damage to retaining walls;</li> <li>• loss or Damage to swimming pool and spa covers, their liners or their solar domes;</li> <li>• the cost of cleaning mud or debris out of tanks, swimming pools or spas;</li> <li>• loss or Damage to pontoons, jetties or bridges;</li> </ul>	The Sum Insured for your Building located at your Risk Address.

## Section 1: Building

What is covered (included) and what is not covered (excluded) - continued

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Storm</b>		
<p>We will pay for loss or Damage caused by Storm.</p> <p>We will pay for loss or Damage caused by Flood (unless this is excluded on your Certificate of Insurance).</p>	<p>Loss or Damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, (except for Damage caused by a landslide or subsidence that is proved to have occurred within 72 hours of, and directly because of, a Storm and not because of erosion over time, structural fault or design fault);</p> <p>Loss or Damage caused by, in connection to or arising from your failure, to maintain the property in a good state of repair or failure to fix Damage or deterioration;</p> <p>Loss or Damage caused by, in connection to or arising from blocked drains or roof gutters or valleys overflowing due to prior build-up of leaves or other debris not allowing rainwater to drain adequately, where reasonable action has not been taken by you and or your property manager to remove such build-up of leaves or other debris;</p> <p>Loss or Damage caused by, in connection to or arising from rain or hail entering the Buildings due to part of the roof being rusted through;</p> <p>Loss or Damage to swimming pool covers, their liners or their solar domes;</p> <p>Loss or Damage to external paintwork or other exterior coatings of the Buildings caused by rainwater;</p> <p>Loss or Damage arising from water seeping, percolating or otherwise penetrating into the Buildings as a result of:</p> <ul style="list-style-type: none"> <li>• structural defects;</li> <li>• faulty design of the Buildings;</li> <li>• faulty workmanship in the construction of the Buildings;</li> </ul> <p>the cost of cleaning or removing mud or debris out of swimming pools and spas or replacing the water.</p>	<p>The Sum Insured for your Building located at your Risk Address.</p>

# Section 1: Building

What is covered (included) and what is not covered (excluded) - continued

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Impact Damage</b>		
We will pay for loss or Damage caused by impact from: <ul style="list-style-type: none"> <li>• an aircraft, space debris or debris from an aircraft, rocket or satellite;</li> <li>• any vehicle (including a waterborne craft);</li> <li>• any animal;</li> <li>• a falling tree or falling part of a tree; and</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>	Loss or Damage caused due to impact from: <ul style="list-style-type: none"> <li>• an animal kept at the Risk Address or a domestic animal such as a pet;</li> <li>• lopping or felling of tree(s) by you or a person acting with your consent;</li> <li>• a road vehicle, crane or earthmoving equipment to driveways, paths, paving or underground services.</li> </ul> The costs for: <ul style="list-style-type: none"> <li>• removing a tree stump from the ground; or</li> <li>• removing any part of a tree that has not fallen.</li> </ul>	The Sum Insured for your Building located at your Risk Address.
<b>Riot or Civil Commotion</b>		
We will pay for loss or Damage caused by riot or civil commotion, strikers or locked-out workers or persons taking part in labour disturbances or persons of malicious intent acting on behalf of or in connection with any political organisation(s).	Loss or Damage caused after the first 72 hours of any riot, civil commotion or industrial unrest.	The Sum Insured for your Building located at your Risk Address.
<b>Electric Motor Burnout</b>		
Electric Motor Burnout to motors that form part of your Building.	Motors more than 15 years old.	
<b>Tax Audit Fees</b>		
We will pay for reasonable expenses you incur as a result of an investigation or audit related to the Risk Address shown on your Certificate of Insurance, conducted by the Australian Taxation Office first notified to you during the Period of Insurance. We will only pay this benefit if you told us about the audit prior to the fees being incurred.	<ul style="list-style-type: none"> <li>• any audit fees that relate to a criminal prosecution;</li> <li>• any fines, penalties, interest or adjustments to tax;</li> <li>• any fees incurred by someone other than a qualified accountant, registered tax agent or tax consultant;</li> <li>• fees where the final assessment of your taxable income for the period being audited is 20%, or more, higher than your original declaration;</li> <li>• penalties associated with nonadherence of Taxation Office allowed timelines.</li> </ul>	Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)

## Section 1: Building

What is covered (included) and what is not covered (excluded) - continued

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Accidental Damage by Third Party</b>		
We will pay for Accidental loss or Damage by a Third Party (including the insured) to your Building provided that the loss or Damage is not able to be covered by any other Section of the Policy.	Accidental Damage caused by Tenants (refer to optional cover Section 5: Damage and Theft by Tenants);  Heat, smoke or soot when either the Building or Contents have not caught Fire or where the Fire which causes Damage is more than 100m from the Risk Address;  Loss or Damage caused by or directly out of: <ul style="list-style-type: none"> <li>• the actions of cleaning;</li> <li>• loss of/or contamination of water in swimming pools, spas, water tanks or similar structures;</li> <li>• Damage to swimming pools or similar structures;</li> <li>• Damage to floor or wall tiles.</li> </ul>	The Sum Insured for your Building except for fences or gates located at your Risk Address.

## Additional Benefits

### Landscaping, trees, plants and shrubs

If we have accepted a claim under this 'Section 1: Building', we will also pay up to \$2,000 for the reasonable costs of replacing:

- landscaping features, such as fountains, ponds, water features and rockwork; and
- in-ground trees, plants, shrubs and artificial turf which are lost or Damaged in the same event giving rise to the claim for which a benefit was paid.

However we will not pay for loss or Damage caused by the escape liquid from:

- any watermain or fixed pipe, gutter or guttering, fixed tank or drain: or
- a fixed heating or cooling system.

### Emergency Service Damages

If we have accepted a claim for loss or Damage under this 'Section 1: Building', we will also cover any Damage to your building caused as a result of Emergency Service Personnel entering your property in connection with the insured event up to \$1,000 per Claim. Note: If the claim is for an insured event that is covered under both 'Section 1: Building' and 'Section 2: Contents' of this policy, the maximum combined amount payable is \$1,000 in total.

### Mortgage Discharge

If we have accepted a claim under this 'Section 1: Building', and we have paid the full Sum Insured for your Building, we will also pay the reasonable costs associated with the discharge of a mortgage or mortgages on your Building up to a maximum of \$5,000 in addition to the Sum Insured for your Building, however we will not pay for interest on your loan or any Penalty charges associated with early repayment of your loan.

### Excess Waiver for Total Loss

If you have cover under this 'Section 1: Building', and you have a claim where we pay the full amount of the Buildings Sum Insured shown on your policy schedule then you are not required to pay an Excess on that Claim.

## Additional Conditions

### 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 us.

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 Certificate of Insurance.

### Fencing

The most we will pay for Damage to fences or gates located at your Risk Address is \$20,000 per Claim.

## Section 2: Contents

This section describes the cover offered under Contents.

### When you are covered

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

### The terms that apply to your cover

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

- the terms set out in this section, which includes information about what is covered and what is not covered, any sub-limits and excesses that apply;
- the General Exclusions (which start on page 45); and
- the General Conditions (which start on page 48).

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

We will indemnify you in respect of loss or Damage to the insured Contents caused by the following Defined Events which occur during the Period of Insurance subject to any Specific or General Conditions of this Policy. The most we will pay for your Contents is the Sum Insured and the extra benefits provided under your Policy.

## Section 2: Contents

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

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Fire, explosion or lightning</b>		
We will pay for Damage caused by fire, explosion or lightning.	Loss or Damage deliberately caused by you or someone with your consent;  heat, smoke or soot when either the Building or Contents have not caught Fire or where the Fire which causes Damage is more than 100m from the Risk Address;  Gradual exposure to fire, heat, smoke or soot during recurring incidents of fire or bushfire over a period of time.	The Sum Insured for your Contents located at your Risk Address.
<b>Earthquake, Named Cyclone, tsunami &amp; volcanic eruption</b>		
We will pay for Damage caused by Earthquake, Named Cyclone, tsunami or volcanic eruption	Subsequent Damage caused after the first 72 hours of the initial Earthquake, tsunami or volcanic eruption.	The Sum Insured for your Contents located at your Risk Address

## Section 2: Contents

What is covered (included) and what is not covered (excluded) - continued

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Theft or attempted theft or burglary</b>		
<p>We will pay for loss or Damage to your Contents caused by theft, attempted theft or burglary including keys for the Risk Address</p> <p>In respect of strata title properties, theft includes the cost of re-keying or replacing locks following Damage to the locks or theft of the keys where the insured is responsible for such costs.</p>	<ul style="list-style-type: none"> <li>• theft by any person ordinarily residing with you at the time of the theft;</li> <li>• theft by a Tenant (refer to Section 5: Damages by Tenants)</li> <li>• theft by any person working for the Tenant;</li> <li>• the non-return of the keys or theft of the key by the Tenant(s); and</li> <li>• theft of Household Goods.</li> </ul>	<p>The Sum Insured for your Contents except for the cost of re-keying or replacing locks located at your Risk Address and Contents from a locked garage or locked garden shed.</p> <p>The most we will pay for the cost of re-keying or replacing locks is \$1000 per Claim (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)</p> <p>The most we will pay for theft from a locked garage or locked garden shed, where forced entry is evident is \$2,500 per Claim</p>
<b>Bursting, leaking, discharging or overflowing</b>		
<p>We will pay for loss or Damage to your Contents caused by escape of liquid that is sudden, unexpected accidental or without warning that occurs at the site from any fixed pipe, fixed tank, waterbed, aquarium, household appliances or fixed item used to hold liquid.</p> <p>If you do suffer loss or Damage to your Contents, you must take immediate action to prevent any further loss or Damage. You must report an escape of liquid to us as soon as you become aware of it. Any additional Damage due to a failure to report the event may not be covered.</p>	<p>Loss or Damage caused by:</p> <ul style="list-style-type: none"> <li>• the gradual seepage of water or other liquids;</li> <li>• an inadequate drainage system;</li> <li>• wear and tear, gradual deterioration;</li> <li>• the escape of liquid occurring as a result of a gradual process of leaking, splashing, dripping or overflowing;</li> <li>• pipes designed to leak (such as an irrigation system);</li> <li>• a lack of routine maintenance as defined in the section 'keep your Building and Contents in good condition and well maintained;</li> <li>• the escape of liquids from a plant pot, vase, planter box, terrarium, beverage container, cooking pot, bucket, swimming pool, watering can or watering systems;</li> <li>• the cost to repair or replace the item from which the water leaked or escaped; and</li> <li>• the cost to replace any liquid that has escaped.</li> </ul>	<p>The Sum Insured for your Contents located at your Risk Address.</p> <p>Up to \$5,000 for Contents cover where Damage was caused by water escaping from a shower recess or base.</p>



## Section 2: Contents

What is covered (included) and what is not covered (excluded) - continued

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Glass Breakage</b>		
We will pay for Accidental breakage of glass forming part of your <ul style="list-style-type: none"> <li>• furniture or</li> <li>• freestanding mirrors</li> </ul>	<ul style="list-style-type: none"> <li>• any costs if the breakage does not extend through the entire thickness of the Damaged item including chips, scratches or surface cracks;</li> <li>• the screen of an electronic visual display unit;</li> <li>• tiles;</li> <li>• glass in a picture frame, clock or television; and</li> <li>• crockery, glassware, glass vases and ornaments.</li> </ul>	The Sum Insured for your Contents located at your Risk Address
<b>Malicious Damage by Third Party</b>		
We will pay for loss or Damage to your Contents caused by malicious acts and/or deliberate Damage by a Third Party	Any destruction or Damage intentionally caused by: <ul style="list-style-type: none"> <li>• you;</li> <li>• a member of your family;</li> <li>• a person acting with the express or implied consent of you or any member of your family;</li> <li>• a Tenant (refer to Section 5: Damage and Theft by Tenants; or</li> <li>• loss or Damage to Household Goods.</li> </ul>	The Sum Insured for your Contents located at your Risk Address
<b>Flood</b>		
We will pay for loss or Damage to your Contents caused by Flood (unless this is excluded on your Certificate of Insurance).	Loss or Damage caused by actions of the sea, high water, tidal wave or Storm surge;  Loss or Damage caused by: <ul style="list-style-type: none"> <li>• soil movement including erosion, landslide, mudslide or subsidence, unless it is directly caused by and occurs within 72 hours of the Flood;</li> <li>• shrinkage or expansion of earth or land;</li> <li>• hydrostatic pressure; and</li> <li>• loss or Damage to swimming pool and spa covers, their liners or their solar domes.</li> </ul>	The Sum Insured for your Contents located at your Risk Address

## Section 2: Contents

What is covered (included) and what is not covered (excluded) - continued

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Storm</b>		
We will pay for loss or Damage to your Contents caused by Storm.	<p>Loss or Damage caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement, (except for Damage caused by a landslide or subsidence that is proved to have occurred within 72 hours of, and directly because of, a Storm and not because of erosion over time, structural fault or design fault)</p> <p>Loss or Damage caused by, in connection to or arising from your failure, to maintain the property in a good state of repair or failure to fix Damage or deterioration;</p> <p>Loss or Damage caused by, in connection to or arising from blocked drains or roof gutters or valleys overflowing due to prior build-up of leaves or other debris not allowing rainwater to drain adequately, where reasonable action has not been taken by you and or your property manager to remove such build-up of leaves or other debris;</p> <p>Loss or Damage caused by, in connection to or arising from rain or hail entering the Buildings due to part of the roof being rusted through;</p> <p>Loss or Damage to swimming pool covers, their liners or their solar domes;</p> <p>Loss or Damage arising from water seeping, percolating or otherwise penetrating into the Buildings as a result of:</p> <ul style="list-style-type: none"> <li>• structural defects;</li> <li>• faulty design of the Buildings;</li> <li>• faulty workmanship in the</li> <li>• construction of the Buildings.</li> </ul>	The Sum Insured for your Contents located at your risk address.

## Section 2: Contents

What is covered (included) and what is not covered (excluded) - continued

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Impact Damage</b>		
We will pay for loss or Damage to your Contents caused by impact from <ul style="list-style-type: none"> <li>an aircraft, space debris or debris from an aircraft, rocket or satellite;</li> <li>any vehicle (including a waterborne craft);</li> <li>any animal;</li> <li>a falling tree or falling part of a tree;</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 that have collapsed).</li> </ul>	Loss or Damage due to impact from: <ul style="list-style-type: none"> <li>an animal kept at the Risk Address or a domestic animal such as a Pet;</li> <li>lopping or felling of tree(s) by you or a person acting with your consent.</li> </ul> The costs for: <ul style="list-style-type: none"> <li>removing a tree stump from the ground; or</li> <li>removing any part of a tree that has not fallen.</li> </ul>	The Sum Insured for your Contents located at your Risk Address
<b>Riot or civil commotion</b>		
We will pay for loss or Damage caused by riot or civil commotion, strikers or locked-out workers or persons taking part in labour disturbances and persons of malicious intent acting on behalf of or in connection with any political organisation		The Sum Insured for your Contents located at your Risk Address
<b>Electric Motor Burnout</b>		
Electric Motor Burnout to motors that form part of your Contents	Motors more than 15 years old	
<b>Tax Audit Fees</b>		
We will pay for reasonable expenses you incur as a result of an investigation or audit related to the Risk Address shown on your Certificate of Insurance, conducted by the Australian Taxation Office first notified to you during the Period of Insurance. We will only pay this benefit if you told us about the audit prior to the fees being incurred.	<ul style="list-style-type: none"> <li>Any audit fees that relate to a criminal prosecution;</li> <li>any fines, penalties, interest or adjustments to tax;</li> <li>any fees incurred by someone other than a qualified accountant, registered tax agent or tax consultant;</li> <li>fees where the final assessment of your taxable income for the period being audited is 20%, or more, higher than your original declaration;</li> <li>penalties associated with nonadherence of Taxation Office allowed timelines.</li> </ul>	Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)

## Section 2: Contents

What is covered (included) and what is not covered (excluded) - continued

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Accidental Damage by Third Party</b>		
<p>We will pay for Accidental loss or Damage by a Third Party (including the insured) to your Contents provided that the loss or Damage is not able to be covered by any other Section of the Policy.</p>	<p>Accidental Damage caused by Tenants (refer to optional cover Section 5: Damage and Theft by Tenants);</p> <p>Loss or Damage caused by or directly out of:</p> <ul style="list-style-type: none"> <li>• the actions of cleaning;</li> <li>• heat, smoke or soot when either the Building or Contents have not caught Fire or where the Fire which causes Damage is more than 100m from the Risk Address;</li> <li>• heat smoke or soot when the Buildings 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> <li>• Damage to swimming pools or similar structures.</li> </ul>	<p>The Sum Insured for your Contents located at your Risk Address.</p>

## Additional Benefits

### Temporary removal of Contents

If we would have accepted a claim under this 'Section 2: Contents' for Damage to Contents caused by Theft, Storm, Flood, rainwater or impact anywhere in Australia then we will cover any Contents whilst 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. The maximum we will pay for this additional benefit is up to 20% of the Contents Sum Insured shown on your Policy Schedule.

### Contents in open air

If we have accepted a claim for loss or Damage under this 'Section 2: Contents', we will also cover any loss or Damage for Contents in the open air at your Risk Address up to 10% of the Sum Insured for Contents however excluding loss or Damage caused by the escape of liquid from any water main or fixed pipe, gutter or guttering, fixed tank or drain; or a fixed heating or cooling system. For theft of Contents in open air, the most we will pay is up to \$5,000.

### Contents whilst in transit

If you have cover under 'Section 2: Contents' we will also cover any Damage to your Contents whilst moving to a new address within Australia, caused by Fire, collision or overturning of the vehicle carrying them. The maximum we will pay for this additional benefit is the Contents amount showing on your Policy Schedule.

### Contents whilst in storage units/cages

If you have cover under 'Section 2: Contents' we will also cover any Damage to your Contents up to a maximum of \$2,000 whilst within a storage unit or cage at your Risk Address subject to the terms, limits and exclusions of this policy. This benefit is not in addition to your Sum Insured.

### Emergency service Damages

If we have accepted a Claim for loss or Damage under this 'Section 2: Contents', we will also cover any Damage to your Contents caused as a result of Emergency Service Personnel entering your property in connection with the insured event up to \$1,000 per claim. Note: If the claim is for an insured event that is covered under both 'Section 1: Building and Section 2: Contents' of this policy, the maximum combined amount payable is \$1,000 in total.

### Excess waiver for total loss

If you have cover under this 'Section 2: Contents' and you have a claim where we pay the full amount of the Content sum insured shown on your policy schedule then you are not required to pay an Excess on that Claim.

## Additional Conditions

### 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 us.

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 Certificate of Insurance.

# Section 3: Legal Liability

This section describes the cover offered under Legal Liability.

### When you are covered

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

### The terms that apply to your cover

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

- the terms set out in this section, which includes information about what is covered and what is not covered, any sub-limits and excesses that apply;
- the General Exclusions (which start on page 45); and
- the General Conditions (which start on page 48).

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

<p>Amounts which you, as the owner of the Risk Address, may become legally liable to pay as compensation in respect of any one accident, or series of accidents, arising out of one event or originating cause, that had resulted in:</p> <ul style="list-style-type: none"> <li>• death, bodily injury or illness; and/or</li> <li>• physical loss of or physical damage to someone else's property</li> </ul> <p>which occurred at the Risk Address during the Period of Insurance.</p> <p>All reasonable legal costs, charges and expenses recoverable by any claimant from you or from any other person insured by this Policy</p> <p>Reasonable legal costs incurred with our written consent in defence of your liability. Let us know if you expect to incur legal fees and expenses before doing so, so that we can inform you whether we agree these are reasonable;</p> <p>We will only cover you for your legal liability arising out of your ownership of either the Building or Contents or both which are insured under this Policy</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 or Contents other than those at the Risk Address shown in your Certificate of Insurance;</li> <li>• arising out of the ownership, possession or use by you of the Building if you have not insured your Building under this Policy;</li> <li>• arising out of the ownership, possession or use by you of the Contents if you have not insured your Contents under this Policy;</li> <li>• any claim in respect of death, bodily injury or illness to any:             <ul style="list-style-type: none"> <li>• member of your Family ordinarily residing with you;</li> <li>• person arising out of or in the course of the employment of such person either in the service of you or of any other person insured by this section of the Policy; or</li> <li>• person arising from pregnancy or the transmission of any Communicable Disease;</li> </ul> </li> <li>• any claim in respect of damage to property belonging:             <ul style="list-style-type: none"> <li>• to or in the physical or legal control of you or any Family Member of your Risk Address or</li> <li>• to any person in employment' and/or agency of either you or of any other person insured by this section of the Policy;</li> </ul> </li> </ul>	
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## Section 3: Legal Liability

This section describes the cover offered under Legal Liability.

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



## Section 3: Legal Liability

This section describes the cover offered under Legal Liability.

<b>What is Covered</b> <small>(and some things to note about your cover)</small>	<b>What is not Covered</b> <small>(Specific Exclusions)</small>	<b>\$ Maximum Limit</b>
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**Legal Liability (continued)**

	<ul style="list-style-type: none"> <li>• in respect of any legal liability caused by or arising from or in connection with, the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water or any costs and expenses incurred in the prevention or remediation of such contamination or pollution;</li> <li>• due to any erosion, subsidence or landslide;</li> <li>• arising from the supply of any alcohol or drugs;</li> <li>• because you own or are legally responsible for any wharf, jetty or pontoon;</li> <li>• arising out of any penalties, fines, punitive, exemplary or aggravated damages for which you are liable; arising from actions brought against you in a court outside Australia or a court that applies law that is not Australian law;</li> <li>• arising from any liability for which you or your Family are required by law to hold an insurance policy (e.g. workers compensation insurance);</li> <li>• arising out of the ownership, possession or use by you of any animals or birds;</li> <li>• arising from, or in any way connected with the existence, at any time, of asbestos.</li> </ul>	
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## Section 3: Legal Liability

This section describes the cover offered under Legal Liability.

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

## Section 4: Loss of Rent

This section describes the cover offered under loss of rent.

### When you are covered

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

### The terms that apply to your cover

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

- the terms set out in this section, which includes information about what is covered and what is not covered, any sub-limits and excesses that apply;
- the General Exclusions (which start on page 45); and
- the General Conditions (which start on page 48).

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<p><b>Loss of Rent</b></p> <p>If, as a result of loss or Damage that is insured and accepted by your Policy, your Risk Address:</p> <ul style="list-style-type: none"> <li>• becomes Uninhabitable for a period of 7 consecutive days or more, we will pay for the loss of rent until the Risk Address can be lived in again (that is, it becomes habitable). The amount we will pay you will be the actual amount of rent you have lost but no more than the Sum Insured on your schedule;</li> <li>• was not tenanted at the time of the event from which the insured loss or Damage results, the amount we will pay you will be based on the returned or unpaid rent from bookings or rental agreements which cannot be fulfilled and/or the historical rental records from the preceding 24 months, until the Risk Address is deemed, acting reasonably, to be fit for re-tenancy.</li> </ul> <p>When we insure your Building or your strata titled Risk Address forming part of a residence which the Body Corporate, is not required by law to insure, we will cover loss of rent as a result of access to the Risk Address being denied due to:</p> <ul style="list-style-type: none"> <li>• Damage to neighbouring property within 500 metres of your Risk Address caused by an insured loss. The amount we will pay you will be based on the returned or unpaid rent from bookings or rental agreements which cannot be fulfilled and/or the historical rental records from the preceding 24 months until the Risk Address is deemed, acting reasonably, to be fit for re-tenancy.</li> </ul>	<p>any Claim for loss of rent arising from Tenant Damage;</p> <ul style="list-style-type: none"> <li>• any Claim exceeding the Sum Insured shown in your Certificate of Insurance;</li> <li>• unreasonable delays in the property repair/ re-instatement process. Any delays in the repair or rebuild that were outside of your control will be disregarded when determining what constitutes a reasonable repair period;</li> <li>• loss of rent after the property has been re- instated and is considered habitable;</li> <li>• loss of rent incurred as a result of Contents Damage, where we do not insure the Contents.</li> <li>• Rental Guarantee Arrangements.</li> </ul>	<p>Up to 52 weeks but no more than the sum insured showing on your schedule</p>

## Section 4: Loss of Rent

This section describes the cover offered under loss of rent.

<b>What is Covered</b> <small>(and some things to note about your cover)</small>	<b>What is not Covered</b> <small>(Specific Exclusions)</small>	<b>\$ Maximum Limit</b>
<b>Loss of rent</b>		
<p>We will pay for loss of rent when your property becomes untenable due to murder or suicide, or attempted murder or suicide at the property which results in Damage to the property.</p> <p>We will pay for loss of rent when your property becomes untenable due to the death of a Tenant at the property which results in Damage to the property.</p> <p>We will also pay for loss of rent caused by a Tenant refusing to vacate your Risk Address after the end of a documented rental booking where no additional rent has been collected.</p>		<p>Up to 52 weeks but no more than the sum insured showing on your schedule</p> <p>Up to 12 weeks but no more than the sum insured showing on your schedule</p> <p>Up to 26 weeks or \$25,000, whichever is the lesser but no more than the sum insured showing on your schedule</p>

## Section 5: Damage and Theft by Tenant

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

### When you are covered

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

### The terms that apply to your cover

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

- the terms set out in this section, which includes information about what is covered and what is not covered, any sub-limits and excesses that apply;
- the General Exclusions (which start on page 45 and
- the General Conditions (which start on page 48).

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
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### Deliberate Damage by Tenants

<p>We will pay losses arising from Deliberate Damage caused by your Tenant to the Building and/or Contents occurring during the Period of Insurance, provided that the loss or Damage is not able to be covered by any other Section of this Policy Document</p> <p>This cover is also provided where the Building is not insured by this Policy and the Building is insured with another insurer or is insured through a strata building policy. This benefit is only payable if the loss is not covered under any other Policy. Further, if the loss falls below the Excess of these insurance policies, then no benefit is payable under this Policy. Details of the other insurer and their written declination of the claim must be provided to us.</p>	<p>Deliberate Damage to Household Goods;</p> <p>Fire or Explosion (refer to Section 1)</p> <p>Loss or Damage caused by or arising directly out of:</p> <ul style="list-style-type: none"> <li>• the actions of cleaning;</li> <li>• heat, smoke or soot when either the Building or Contents have not caught Fire or where the Fire which causes Damage is more than 100m from the Risk Address;</li> <li>• Gradual exposure to fire, heat, smoke or soot during recurring incidents of fire or bushfire over a period of time</li> <li>• poor housekeeping by your Tenants or 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;</li> <li>• Damage to swimming pools and/or spa covers or similar structures including liners or solar domes; and</li> <li>• an act by a Tenant, where you consented to the act.</li> </ul>	<p>The Sum Insured for your Building (if Building cover is selected)</p> <p>Up to \$60,000 or the Sum Insured shown on your Certificate of Insurance for your Contents</p>
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## Section 5: Damage and Theft by Tenant

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

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Accidental Damage by Tenant</b>		
<p>We will pay for losses arising from Accidental Damage caused by your Tenant to the Building and/or Contents occurring during the Period of Insurance, provided that the loss or Damage is not able to be covered by any other Section of this Policy Document.</p> <p>This cover is also provided where the Building is not insured by this Policy and the Building is insured with another insurer or is insured through a strata building policy. This benefit is only payable if the loss is not covered under any other Policy. Further, if the loss falls below the Excess of these insurance policies, then no benefit is payable under this Policy. Details of the other insurer and their written declinature of the claim must be provided to us.</p>	<p>Accidental Damage to Household Goods;</p> <p>Fire or Explosion (refer to Section 1)</p> <p>Loss or Damage caused by or arising directly out of:</p> <ul style="list-style-type: none"> <li>• The actions of cleaning;</li> <li>• heat, smoke or soot when either the Building or Contents have not caught Fire or where the Fire which causes Damage is more than 100m from the Risk Address;</li> <li>• Poor housekeeping by your Tenants or a member of your Tenant's family or your Tenant's guests;</li> <li>• Poor housekeeping includes costs associated with the Tenant's untidy, unclean or unhygienic living habits;</li> <li>• loss or contamination of water in swimming pools, spas or water tanks or similar structures; and</li> <li>• Damage to swimming pools and/ or spa covers or similar structures including liners or solar domes.</li> </ul>	<p>The Sum Insured for your Building except for fences or gates located at your Risk Address.</p> <p>Up to \$60,000 or the Sum Insured shown on your Certificate of Insurance for your Contents</p>
<b>Damage by Pets</b>		
<p>We will pay for Damage caused by Pets occurring during the Period of Insurance, provided that the loss or Damage is not able to be covered by any other Section of this Policy Document.</p>		<p>Up to \$5,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)</p>
<b>Theft by Tenants</b>		
<p>We will pay for theft by Tenants occurring during the Period of Insurance, subject to the theft being reported to police.</p> <p>The non-return or theft of keys or remote(s) by the Tenant(s).</p>	<p>Theft of Household Goods</p>	<p>The Sum Insured for your Building and/or Contents as shown on your schedule</p> <p>Up to \$1,000 for the non-return or theft of keys or remote(s) by the Tenant(s)</p>

## Section 5: Damage and Theft by Tenant

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

<b>What is Covered</b> (and some things to note about your cover)	<b>What is not Covered</b> (Specific Exclusions)	<b>\$ Maximum Limit</b>
<b>Garbage Removal</b>		
We will pay for expenses incurred for the purpose of removing garbage left by the Tenant, during the Period of Insurance, in order to return the Risk Address to a habitable condition.	Costs associated with the use of regular garbage removal services provided by local councils and the like.	Up to \$500 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)
<b>Production or consumption of controlled drugs</b>		
We will pay for clean-up and repair costs if your Building and/or Contents is Damaged or contaminated as a result of an illegal or controlled drug being manufactured or grown, or distributed or stored, or consumed at the Risk Address. We will only pay if: <ul style="list-style-type: none"> <li>• your Risk Address is rented to a Tenant;</li> <li>• the matter is referred to police as soon as you become aware of it and notified to us promptly after that police referral;</li> <li>• you provide clear evidence that Damage or contamination has been caused in this way (for example, photographs, or if a photograph does not show the Damage or contamination or the cause, an approved laboratory test which indicates that the level of contamination within the Risk Address is found to exceed legally acceptable levels);</li> <li>• you or your appointed agent have exercised reasonable care by obtaining satisfactory tenancy history and have conducted inspections at the Risk Address in accordance with the Lease Agreement.</li> </ul>	Damage or contamination due to consumption of any legal drug or similar substance, including tobacco products, vaporisers and other inhalants.	Up to \$60,000 (This is the total limit of your Policy regardless of whether you have Building cover, Contents cover, or both Building and Contents cover)

### Additional Conditions

The most we will pay for Damage to fences or gates located at your Risk Address is \$20,000 per Claim (refer to additional conditions under Section 1: Building for layout and look).



# General Exclusions

## General

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

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

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

- plants, shrubs, hedges, trees, loose or compacted soil, lawn, artificial turf, gravel, pebbles, rocks or garden beds; other than specific limited cover provided under Section 1: Building, as shown on page 28;
- swimming pools, spas, septic tanks, water tanks (and other in-ground or above-ground structures or their surrounds) caused by hydrostatic pressure or hydrodynamic pressure;
- Damage to swimming pool and/or spa covers or similar structures including liners or solar domes;
- retaining and freestanding outdoor walls;
- an event occurring outside the Period of Insurance;
- roots from grass, plants, shrubs, hedges or trees;
- a tree or branch lopped by you or on your behalf;
- electrical contacts at which sparking or arcing occurs in ordinary working;
- lighting or heating elements, fuses or protective devices;
- gradual deterioration including corrosion, rust, wear, tear, oxidation, change of colour, the action of light;
- air, sand, sea salt, sea water or atmospheric or climatic conditions;
- lack of maintenance;
- inherent defects or faults, faulty workmanship, structural faults, faulty design;
- vibration, unless caused by an insured event for which cover is provided under this Policy;
- chipping, denting or scratching;
- animals, birds, insects, spiders or vermin (such as but not limited to, termites, rats, mice, or wildlife), other than the limited cover provided under optional additional Damage and Theft by Tenants cover (section 5)
- any intentional, fraudulent and/or illegal act committed by you, your Family or by any person acting with your express or implied consent;
- you illegally keeping explosives, flammable or combustible substances at the insured Risk Address;
- your failure to store, use or dispose of any hazardous materials legally and in accordance with manufacturer's directions;
- acts of Tenants with your consent or a representative of you;
- actions of the sea or ocean, including where these are a result of wind or atmospheric changes associated with Storms, tidal waves and high tides;
- a bushfire, grassfire, tsunami, Earthquake, volcanic eruption, Named Cyclone or Flood that occurs within 72 hours of the start of the Period of Insurance. However, we will cover these incidents if your Policy began on the same day:
  - you bought the Risk Address; or
  - another insurance policy covering this Risk Address expired.

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

- mould or mildew, wet or dry rot, rising damp or dampness unless caused by a Defined Event
- water seeping, percolating or otherwise penetrating into buildings as a result of:
  - structural defects;
  - faulty design of the Buildings;
  - faulty workmanship in the construction of the Buildings
- an inadequate drainage system
- the escape of liquid occurring as a result of a gradual process of leaking, splashing, dripping or overflowing;
- liquids escaping from pipes designed to leak (such as an irrigation system);
- liquids escaping from a pot plant, vase planter box, terrarium, beverage container, cooking pot, bucket, swimming pool, watering can or watering systems;
- water entering your Building as a result of your failure to perform adequate maintenance on your building, or a structural defect, or faulty design or workmanship;
- earth movement except for landslide or subsidence where it occurs within 72 hours of, and as a direct result of:
  - an explosion;
  - an Earthquake or tsunami or volcanic eruption;
  - a Storm; or
  - escape of liquids from a fixed pipe or something attached to a fixed pipe, fixed gutter, fixed tank or fixed drain;

# General Exclusions

- keys being provided for the purpose of property inspections, contract cleaning or contract works;
- mechanical, electronic or electrical breakdown or malfunction unless caused by Electric Motor Burnout;
- the removal or weakening of supports or foundations for the purpose of alterations, renovations or repair;
- settling, shrinkage or expansion in the Building, foundations, walls or pavements;
- consequential loss of any kind;
- Damage to your Risk Address while it is being cleaned, repaired, restored or altered by your property agent or contractor acting on your behalf;
- any amount recoverable under a manufacturer's or retailer's guarantee or warranty (including a builders warranty under the relevant state legislation);
- war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- any order of any government, public or local authority including compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession of your Building and/or Contents;
- direct or indirect exposure to radiation or contamination by radioactivity from any nuclear weapon, nuclear fuel, nuclear waste, nuclear material or nuclear fission or fusion;
- any penalties, fines, punitive, exemplary or aggravated damages for which you are liable;
- you or your managing agent fails to take reasonable actions and precautions. There is no cover under any section of your Policy to the extent that the loss or Damage is caused by or arises from you or your managing agent:
  - not taking reasonable care to protect and maintain the Risk Address;
  - not taking reasonable steps to minimise the cost of any Claim under your Policy; or
  - not complying with all applicable laws relating to the safety of a person or property.
- after the first 72 hours of any Riot, civil commotion or industrial unrest.

## Communicable Disease

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

## Cyber Exclusion

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

## Sanction limitation and exclusion

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

## Loss of Data

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

## Terrorism

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

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

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

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

# General Exclusions

## Renovations

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

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

## Failure to pay for your cover

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

# General Conditions

The following conditions apply to your policy.

## Asbestos

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

## Occupancy

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

## Actions of property managers/agents

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

## Duty to mitigate Repairs

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

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

You must take reasonable steps to maintain your Building and Contents in a good state of repair and condition.

This includes but is not limited to taking reasonable steps to:

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

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

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

## Cancellation

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

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

These include:

- if you failed to comply with duty to take reasonable care not to make a misrepresentation (go to page 8);
- where the Insured (as a consumer) failed to take reasonable care in disclosing information to the Insurer
- where you have failed to comply with a provision of the Policy, including the term relating to payment of premium;
- where you have made a fraudulent Claim under the Policy or under some other contract of insurance that provides cover during the same period of time that our Policy covers you; or
- where we accept payment of premium by seven or more periodic instalments and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable. If this occurs, we will, send you a notice giving you details of the action we intend to take and when any cancellation will, become effective.

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

# General Conditions

## **Refund Policy**

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

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

## **Law and jurisdiction**

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

# Claims Settlement

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# How we settle your Claim

## Reinstatement, Replacement or Repair

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

## What you must do

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

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

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

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

## How Claims impact your insurance

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

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

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

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

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

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

## Fraudulent Claims

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

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

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

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

## We may:

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

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

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

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

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

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

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

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

## We may:

- repair or replace the item (or items); or
- provide a cash settlement for the reasonable cost of repair or Replacement of the item (or items) and taking into account your reasonable interests.

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

- When we repair or replace your Floor Coverings or internal Window Coverings, we will only pay for the repair or replacement in the room or rooms where the loss or Damage occurred;
- We will not pay for matching Floor Coverings or internal Window Coverings to create a uniform effect throughout your Building;
- The item is not more than 10 years old at the time of the loss or Damage (except for Electric Motor Burnout as provided in Section 2); and
- if any part of a pair or set is lost or Damaged, we will not pay more than the replacement value of the part which is lost or Damaged.

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

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

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

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

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

## How we calculate the rent you have lost

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

This is calculated based on the amount of rent you have lost, which is calculated based on:

- the returned rent from bookings or rental agreements which cannot be fulfilled due to the loss or Damage;
- the rent lost from written bookings or rental agreements which are unpaid and which cannot be fulfilled due to the loss or Damage;
- the historical rental records from the preceding 24 months; and
- the date rendering the Risk Address Uninhabitable to the date that the Risk Address is deemed by us acting reasonably, to be fit for re-tenancy.

## When we will not pay for rent you have lost

### We will not pay rent which is due for bookings 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 Bond Monies collected as a security are legitimately exhausted.

### We will not pay for rent you have lost where:

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

## Underinsurance

If the nominated Sum Insured for loss of rent which is noted in your Certificate of Insurance 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 for the amount of rent lost is for \$1,000;

- the total annual rental income you expect to receive is \$8,000; and
- your Sum Insured is \$6,000

then, your Claim payment will be \$750, which is calculated in accordance with the following formula:

$$\begin{aligned} & \$1,000 \text{ (the rent you lost)} \times \$6,000 \text{ (loss of rent Sum Insured)} \\ & \text{divided by } \$8,000 \text{ (Total annual rental income)} \\ & = \$750 \text{ (Amount Payable)} \end{aligned}$$

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

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

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

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

Provided that:

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

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

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

## Claim Lodgement

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

### **Deliberate Damage and theft claim**

- photos of Damaged items
- ingoing, outgoing inspection reports
- quotes for repairs/Replacement
- your bank account details (ie. account name, BSB and account Number)

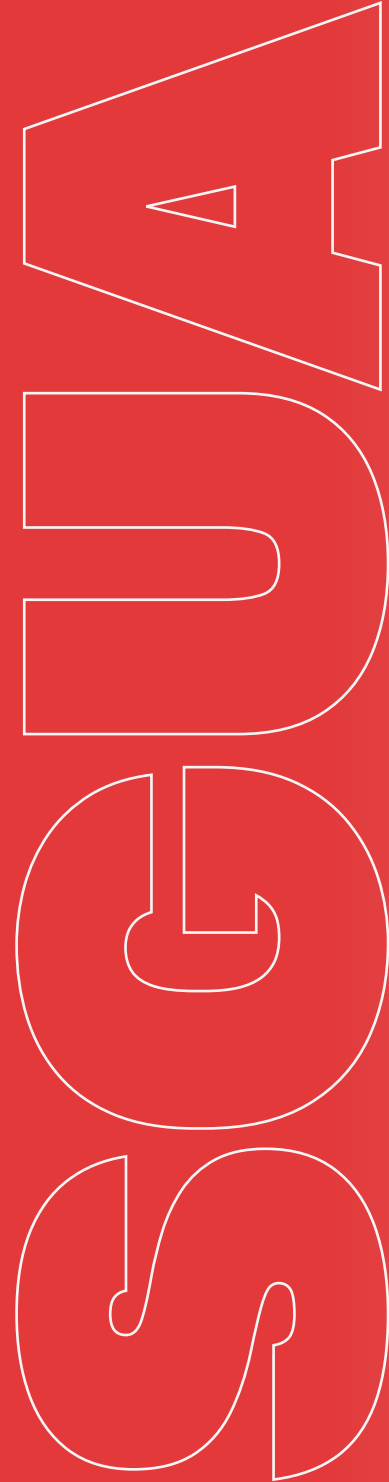
### **Loss of rent arising from Damage to your Building or Contents**

- repair report confirming cause of Damage and that the Risk Address is Uninhabitable
- repair invoice confirming repairs have been completed along with repair dates

## Our Rights of Recovery

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

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



# Contact Us

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