



**LANDLORD INSURANCE**


# **Accidental Damage**

Product Disclosure Statement (PDS) and Policy Wording



Thank You for choosing Hollard for Your insurance needs.

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



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## INTRODUCTION

### About this document

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

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

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

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

### Product Disclosure Statement

This PDS was prepared by Hollard on 13 December 2019.

### About Us

This insurance is issued/insured by:

The Hollard Insurance Company Pty Ltd  
("Hollard" "We" "Us" or "Our")

(ABN 78 090 584 473, AFSL No. 241436) trading as Hollard Personal Insurance of  
Level 12, 465 Victoria Avenue, Chatswood NSW 2067.

Hollard can be contacted on 1300 020 287.

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

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

The information contained in this PDS is general information and does not form part of Your agreement with Us. The Policy is Our legal contract with You and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by Us.

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

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

### Updating this PDS

We may update the information contained in this PDS when necessary. A copy of any updated information will be made available to You by Your Steadfast Broker, at no cost to You. We will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain or renew this insurance.

### About Steadfast

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

Steadfast does not issue, guarantee or underwrite the Policy.

## ABOUT THIS POLICY

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

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

### Your duty of disclosure

Before You enter into an insurance contract You have a duty of disclosure under the Insurance Contracts Act 1984. If We ask any questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until We agree to insure You. 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.

#### If You do not tell Us something

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

### Your duty of disclosure for renewals

Before You renew this contract of insurance, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

Also, We may 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 or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change. You have this duty until We agree to renew the contract.

#### If You do not tell Us something

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a Claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a Claim and treat the contract as if it never existed.

### Your duty of disclosure for variations, extensions and reinstatements

When You vary, extend or reinstate the contract with Us, You have a duty of disclosure under the Insurance Contracts Act 1984.

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until the Policy is varied, extended or reinstated.

It is important that You understand that You are answering for Yourself and anyone else to whom these questions apply.

### **If You do not tell Us something**

If You do not tell Us anything You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a Claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a Claim and treat the contract as if it never existed.

### **Who needs to tell Us**

It is important that You understand that You must answer Our questions honestly for Yourself and anyone else whom You want to be covered by the Policy.

### **You must disclose the following**

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

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

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

For example, We may be entitled to:

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

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

- Claims;
- insurance; or
- criminal history.

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

### **Privacy Notice**

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

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

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

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

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

The persons We may disclose personal information include:

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

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

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

## **How to apply for this Policy**

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

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

## **The cost of this Policy**

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

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

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

Some rating factors do not affect all components of the premium calculation. For example, age discounts, retiree discounts, no Claim bonus and loyalty discounts do not apply to the parts of the premium that are paid for liability cover or Flood cover.

## **Excess**

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

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

The Excess payable by You is shown in Your Policy unless it is specifically noted in the Schedule to be otherwise.

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

The amount of premium payable for the Policy also includes an amount on account of GST. The sums insured under the Policy exclude GST.

When We make a payment under the Policy for the acquisition of goods, services or other supplies We will reduce the payment by the amount of any input tax credit that You are or would have been entitled to if You made a relevant acquisition.

Where You are registered for GST You must tell Us Your correct input tax credit entitlement. Any fines or penalties arising from Your incorrect advice are payable by You.

## **How to make a claim**

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

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

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

## **General Insurance Code of Practice**

We are a signatory to the General Insurance Code of Practice ('the Code').

The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information please visit the Code of Practice website, [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or follow the links from the Insurance Council of Australia's website at [www.ica.com.au](http://www.ica.com.au).

## **Your cooling off rights**

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

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



## Dispute resolution

### How We resolve Your complaint

We welcome every opportunity to resolve any concerns You may have with Our products or service. In the first instance, We suggest You contact Your insurance broker. If Your concern is not resolved to Your satisfaction, please follow these steps:

#### Step 1: Contact Us

You can contact Our team on:

**Phone:** 1300 020 287

**Email:** connect@hollardinsurance.com.au

We aim to resolve the complaint at the time of initial contact. If not immediately resolved We will commit to responding to Your complaint within 15 business days of first being notified of the complaint or agree a reasonable alternative timetable with You.

To enable us to consider Your complaint fully and quickly, You will need to provide the following information:

- an explanation of the situation that led to the complaint;
- any new information not currently in Our possession that may have a bearing on Our understanding of the complaint; and
- a statement of any action that You would like Us to take to resolve the complaint.

Upon final consideration of Your complaint We will inform You of Our proposed resolution and the timeframe We will take to implement.

#### Step 2: Internal Dispute Resolution

If You are not satisfied with Our response You may refer it in writing to Our Dispute Resolution Specialist, which is independent of the original complaint review.

The Dispute Resolution Specialist will investigate all details of Your complaint and will provide a written response outlining any reason for the decision and will inform You of any action We intend to take in resolution of the complaint.

The Dispute Resolution Specialist will respond within 15 business days. Should this be unachievable, the Dispute Resolution Specialist may request a later response date.

You may write to Our Dispute Resolution Specialist at:

The Hollard Insurance Company Pty Ltd

Locked Bag 2010, St Leonards, NSW 1590

**Phone:** +61 2 9253 6600

**Email:** resolution@hollard.com.au

#### Step 3: External Dispute Resolution scheme

In the event Your concerns are not resolved to Your satisfaction by the Dispute Resolution Specialist, or Your complaint has not been resolved within 45 days of the date We first received Your complaint, Your dispute may also be escalated to the Australian Financial Complaints Authority (“AFCA”). AFCA will provide a free, independent review of all disputes concerning general insurance that are covered by their Rules.

You can obtain more information on AFCA and their service, by contacting them through one of the following means:

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

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

**Phone:** 1800 931 678

**Mail:** Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

## Financial Claims Scheme

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

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

## SIGNIFICANT FEATURES, RISKS AND BENEFITS

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

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

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

### Exclusions

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

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

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

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

### Sanctions

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

## POLICY WORDING

### **Our agreement with You**

The Policy is a legal contract between You and Us. If We accept Your application for insurance, You pay Us the premium and We provide You with the cover You have chosen as set out in the Policy and Your Schedule for the period of insurance shown on Your Schedule.

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

### **Paying Your premium**

There are two ways You can pay Your premium:

- in one (1) annual payment to Your Steadfast Broker according to their business practices; or
- if provided, in twelve (12) monthly instalments by direct debit from Your credit card or from Your bank account which can be arranged by Your Steadfast Broker.

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

### **Paying Your annual premium**

You must pay Your annual premium to Your Steadfast Broker by the due date.

If Your premium is unpaid by the due date or Your payment is dishonoured, the Policy will not operate and there will be no cover.

### **Paying Your instalment premium**

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

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

Further details of Your instalments are shown on Your Schedule.

If Your first instalment is unpaid by the due date or Your payment is dishonoured, the Policy will not operate and there will be no cover.

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

If any instalment of premium has remained unpaid for one (1) month, We may cancel the Policy. We will send You a notice giving You details of the action We intend to take and when any cancellation will become effective.

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

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

## **Preventing Our right of recovery**

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

## **Other party's interests**

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

## **Providing proof**

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

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

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

## **Your claim may be refused**

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

## **Changing Your Policy**

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

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

## **Cancelling Your Policy**

### **How You may cancel this Policy**

You may cancel the Policy at any time by telling Us in writing that You want to cancel it.

Where 'You' involves more than one (1) person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured on the Schedule.

### **How We may cancel Your Policy**

We may cancel the Policy in any of the circumstances permitted by law (e.g. failure to pay the premium by the due date) by informing You in writing.

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

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

## Notices

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

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

## Optional cover You can select

You can choose cover for:

- Buildings;
- Contents;
- Loss of Rent;
- Strata Title Mortgagee Protection;
- Rent Default;
- Theft by a Tenant.

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

## Excess that may apply

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

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

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

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

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

## Words with special meanings

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

Words	Meanings
<b>Agent (Property Agent)</b>	Your licenced real estate agent or property manager.
<b>Allowable Reletting Expenses</b>	Reletting expenses as specified in the current Rental Agreement for Your property.
<b>Audit</b>	An investigation of Your financial or taxation affairs that is initiated by an authorised government authority or agency in relation to, and following the lodgement of a tax return.
<b>Bond Money</b>	Money paid by the Tenant and held as security against damage to the property or outstanding Rent or other costs. Your Policy will operate on the basis that Bond Money equal to at least four (4) weeks Rent has been paid.
<b>Buildings</b>	<p>Buildings are:</p> <ul style="list-style-type: none"><li>• Residential buildings including any professional offices or surgeries in those buildings.</li><li>• Domestic out-buildings.</li><li>• Fixed coverings to walls, floors and ceilings. This does not include fixed carpet, curtains or internal blinds.</li><li>• Services, which include the supply of electricity, water, etc.</li><li>• Items built in or fixed to or on the Buildings.</li><li>• Jetties, wharfs, pontoons and moorings used for domestic purposes.</li><li>• Blinds or awnings on the outside of the Buildings.</li><li>• Anything permanently built, permanently constructed or installed permanently on Your property for domestic purposes.</li><li>• Building materials. We will pay up to \$5,000 in total for these items.</li></ul> <p>Buildings are not:</p> <ul style="list-style-type: none"><li>• Property that a Tenant is liable for under the terms of a Rental Agreement. This does not apply to items listed under 'What are Buildings'.</li><li>• Lawns.</li><li>• Loose or compacted soil, gravel, pebbles, rocks or sand.</li><li>• Dams.</li><li>• Plants, shrubs, trees or grass.</li></ul>
<b>Claim</b>	A separate identifiable event for which the Policy provides cover. Where multiple events are submitted at the same time or on the same Claim form, they will be treated as separate Claims for the application of any Excess or limitation.

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**Contents**

Contents are:

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

Contents are not:

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

<b>Deliberate or Intentional Damage</b>	<p>An act done without the owner’s permission and with the full knowledge that the action will alter the current state of the property, and without any malice, vindictiveness or spite. This does not include:</p> <ul style="list-style-type: none"> <li>• Tenant neglect, carelessness, poor housekeeping, or unhygienic living habits.</li> <li>• Damage occurring during maintenance operations carried out by the Tenants or anyone acting on their behalf.</li> <li>• Damage as a result of repairs, or attempted repairs, carried out by the Tenants or anyone acting on their behalf.</li> <li>• Damage caused by failure of Tenants or their visitors to control their children.</li> <li>• Damage caused by pets belonging to Tenants, their visitors or children of the Tenants or their visitors.</li> <li>• Theft, or damage caused by theft.</li> <li>• Accidental damage or accidental loss.</li> <li>• Malicious Damage or Vandalism.</li> <li>• Scratching, dinting, chipping, rubbing or chafing.</li> </ul>
<b>Excess</b>	<p>This is the amount of money You will pay if You have a Claim. We will reduce the amount We pay You for Your Claim by the Excess. Your Excess will apply for each separate identifiable event.</p> <p>If You select cover for Buildings and Contents, in the event of destruction, loss or damage to both Your insured Buildings and Contents for the same event, You will only be required to pay one Excess. If the nominated Excess for Buildings and Contents are different, the Excess payable will be the higher of these Excesses.</p> <p>Your Excess will be increased for claims for:</p> <ul style="list-style-type: none"> <li>• An earthquake or tsunami by \$250.</li> <li>• Accidental loss or damage by \$400.</li> <li>• Malicious Damage or Vandalism, Deliberate or Intentional Damage by \$400.</li> <li>• Rent Default and theft by a Tenant by \$400.</li> </ul>
<b>Flood</b>	<p>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.</p> <ol style="list-style-type: none"> <li>a. a lake (whether or not it has been altered or modified).</li> <li>b. a river (whether or not it has been altered or modified).</li> <li>c. a creek (whether or not it has been altered or modified).</li> <li>d. another natural watercourse (whether or not it has been altered or modified).</li> <li>e. a reservoir.</li> <li>f. a canal.</li> <li>g. a dam.</li> </ol>
<b>Holiday Letting</b>	<p>Short term holiday accommodation, less than three (3) months in length.</p>
<b>Legally Evicted</b>	<p>You or Your Agent legally evicts a Tenant in accordance with the relevant tenancy legislation.</p>



<b>Malicious Damage or Vandalism</b>	<p>A wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property. This does not include:</p> <ul style="list-style-type: none"> <li>• Tenant neglect, carelessness, poor housekeeping or unhygienic living habits.</li> <li>• Damage occurring during maintenance operations carried out by the Tenants or anyone acting on their behalf.</li> <li>• Damage as a result of repairs, or attempted repairs, carried out by the Tenants or anyone acting on their behalf.</li> <li>• Damage caused by failure of Tenants or their visitors to control their children.</li> <li>• Damage caused by pets belonging to Tenants, their visitors or children of the Tenants or their visitors.</li> <li>• Theft, or damage caused by theft.</li> <li>• Deliberate or Intentional Damage.</li> <li>• Accidental damage or accidental loss.</li> <li>• Scratching, dinting, chipping, rubbing or chafing.</li> </ul>
<b>Notice to Leave</b>	<p>A notice given by You or Your Agent to a Tenant to vacate Your property by certain date in one of the following situations:</p> <ul style="list-style-type: none"> <li>• to end a Periodic Tenancy Agreement,</li> <li>• at the end of a term under a Rental Agreement,</li> <li>• when You or Your Agent and the Tenant have agreed in writing to end a Rental Agreement early, or</li> <li>• when You otherwise have grounds legally to end a Rental Agreement early.</li> </ul>
<b>Periodic Tenancy Agreement</b>	<p>When a Tenant continues to occupy the Situation, after a fixed term Rental Agreement has expired, and the Rental Agreement does not provide for its continuation, and:</p> <ul style="list-style-type: none"> <li>• a Notice to Leave, or</li> <li>• a notice of intention to leave, or</li> <li>• an abandonment termination notice,</li> </ul> <p>has not been given by the Tenant to You or Your agent, or by You or Your agent to the Tenant. The Tenant is then deemed to be under a Periodic Tenancy Agreement on the same terms which applied immediately before the Rental Agreement ended. This does not include any term about the agreement's term.</p>
<b>Policy</b>	<p>means the policy wording, the schedule and any other change to the Policy terms that is confirmed by Us in writing (such as a supplementary PDS or an endorsement).</p>
<b>Rent</b>	<p>The amount of money paid, or payable, by the Tenant to Rent Your property.</p>
<b>Rent Default</b>	<p>Where the Tenant fails to pay Rent in accordance with a Rental Agreement and/or Periodic Tenancy Agreement.</p>

<b>Rental Agreement</b>	The agreement between You or Your agent and the Tenant. This agreement must be in writing and state: <ul style="list-style-type: none"> <li>• The term of the rental period, and</li> <li>• The amount of Rent payable to You, and</li> <li>• The amount of the Bond Money that the Tenant is required to pay.</li> </ul>
<b>Schedule</b>	This is the document We give You which sets out the details of Your insurance cover. You receive a Schedule when You first take out Your insurance and again when the Policy is renewed or changed.
<b>Short Term Rental</b>	Refers to rental periods of less than three months in length.
<b>Site</b>	The land on which Your building or lot is located and its yard used only for domestic purposes at the address shown in Your Schedule.
<b>Situation</b>	This is the place where the Building and/or Contents are located. We will show this place on all Schedules We give You.
<b>Tenant</b>	The person(s) named in the Rental Agreement or Periodic Tenancy Agreement and including that person's partner, children, pets, and any other person(s) permanently living at the Situation.  Any person(s) including that person's partner, children, pets and any other person(s) living at Your Situation under a Rental arrangement that is not a Rental Agreement or Periodic Tenancy Agreement.
<b>Tenantable</b>	Your property has no damage that makes it unliveable and it can be re-listed to rent or it has been re rented, following Your Tenant being Legally Evicted.
<b>Unliveable</b>	When Your Building is in a condition which cannot reasonably be leased or rented by Tenants.
<b>We, Us, Our (the insurer)</b>	The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473, AFSL 241436)
<b>You, Your (the insured)</b>	The person(s) whose name or entity is set out on the Schedule as the insured.



## SECTION 1 – BUILDINGS AND CONTENTS

### What is insured

Your Buildings and/or Contents as set out in Your Schedule are insured if they are destroyed, lost or damaged. They are insured only if You own them, or are liable for them.

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

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

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

- Erosion, subsidence, landslide or earth movement.

The cover for erosion, subsidence, landslide or earth movement only applies if the loss or damage occurs within seventy-two (72) hours of, and as a direct result of, erosion, subsidence, landslide or earth movement directly caused by:

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

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

- Storm, Flood, rainwater or wind. This includes storm, Flood, rainwater or wind damage to:
  - Gates, fences or walls that are attached to, and are part of, the structure of the Buildings,
  - Gates, fences or walls that are not attached to, and are not part of, the structure of the Buildings but only for any section of a gate, fence or wall made of brick, stone, metal or frame-supported corrugated fibrous material. The frame supporting the corrugated fibrous material must be made of brick, stone or metal.
  - Gates, fences or walls made of timber and that are not attached to, and are not part of, the structure of the Buildings.

We will only pay for gates, fences or walls which are 15 years old or less

- Free-standing fences that do not have a supporting frame but only if these fences are made from corrugated fibrous material. These fences must have been installed and constructed according to the manufacturer's specifications.

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

- An electric motor burning out. If an electric motor burns out, We will repair, reinstate or replace it. We decide which one We will do. We will only do this if the electric motor is 15 years old or less.

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

- Landslide, or subsidence, settling, shrinkage or any movement of earth or erosion except as described under Buildings and Contents – What is insured.
- Water entering the Buildings through an opening made for any Building, renovation or repair work.
- Water entering the Buildings because of a structural defect, faulty design or faulty workmanship when the Buildings were constructed and that You knew about (or should reasonably have known about) and did not fix before the loss or damage occurred (e.g. if there are signs that previous damage was caused by a defect, We will not pay a later Claim for further damage from that defect).

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

In addition, see further exclusions on pages 28 - 30.

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

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

- We will pay Your legal costs to discharge Your mortgage if Your Claim is for a total loss.
- We will pay the reasonable costs of demolishing and removing any Building debris when damage or loss occurs. We will pay up to 15 per cent of Your Buildings sum insured.
- We will pay the reasonable costs of architects, surveyors and legal fees when damage or loss occurs. We will pay up to 15 per cent of Your Buildings sum insured.
- We will pay up to \$10,000 for Contents. This will be paid in addition to any value of Contents shown on Your Schedule.
- If You have a loss, We will increase Your sum insured by the amount the Consumer Price Index (all groups) has increased since You took out Your Policy or last renewed it.
- You are fully insured again for Your Buildings for the amount shown in Your Schedule following a Claim. This does not apply when Your Claim is for a total loss as Your cover for Buildings, including Contents cover We provide under 'Additional things We will pay for when You have insured Your Buildings' will end then.
- We will pay up to an additional 15 per cent of the Buildings sum insured if Your Buildings are damaged as a result of an event that the government declares a catastrophe or emergency.
- If a key to an external door lock of Your Buildings, or a key to an external window lock of Your Buildings, is stolen as a result of burglary or housebreaking, We will pay the reasonable costs of replacing the external lock, key or cylinder with a similar item. We decide which one We will do. The most We will pay is \$1,000. The burglary or housebreaking must be reported to the Police.
- If Your Buildings have been totally destroyed and We have agreed to rebuild Your Buildings, We will pay for the cost to install any combination of:
  - Rainwater tank facility (including the rainwater tank, water pump and wiring, foundation or tank stand, pipes connecting the roof to the tank);
  - Solar power system (including the solar or PV panels, water tank, pump, electrical wiring, foundation or tank stand and pipes connecting the roof solar panels to the tank);
  - Hot water exchange system (including the heat exchange system, electrical wiring, foundation or tank stand and water pipes); and

- Grey water recycling system (including the recycling system, distribution pipes and connectors and outlet housings).

The most We will pay under this additional cover is \$5,000 after deduction of any rebate that You are eligible for under any government or council rebate scheme.

- We will pay any professional fees You incur, with Our consent, in preparation for Your claim. The most We will pay under this benefit is the lesser of 20 per cent of Your total claim cost or \$5,000 for any one (1) period of insurance.

In addition, see further exclusions on pages 28 - 30.

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

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

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

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

- We will pay the reasonable costs of removing any Contents debris when damage or loss occurs. We will pay up to 15 per cent of Your Contents sum insured.
- If You have a loss, We will increase Your sum insured by the amount the Consumer Price Index (all groups) has increased since You took out Your Policy or last renewed it. This increase does not apply to any special contents You have insured.
- You are fully insured again for Your Contents for the amount shown in Your Schedule following a Claim. This does not apply when Your Claim is for a total loss as Your cover for Contents will end then.
- If a key to an external door lock of Your Buildings, or a key to an external window lock of Your Buildings, is stolen as a result of burglary or housebreaking, We will pay the reasonable costs of replacing the external lock, key or cylinder with a similar item. We decide which one We will do. The most We will pay is \$1,000. The burglary or housebreaking must be reported to the Police.

In addition, see further exclusions on pages 28 - 30.

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

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

However if You have insured both Your Buildings and Your Contents under the Policy, You can only claim once under these additional covers for any one (1) period of insurance.

We will pay for the loss or damage caused by a domestic pet living at Your property and owned by a Tenant. Cover will only apply after recovery of any bond has been collected from the Tenant and applied to the pet damage costs prior to making a Claim. The most We will pay is \$2,500 during any one (1) period of insurance.

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

We will pay for the fees that You must pay to an accountant when Your financial affairs in respect of the Situation shown on Your Schedule, are Audited by the Australian Taxation Office during the period of insurance. You must advise Us of any such Audit prior to the fees being incurred.

We will not pay Claims for:

- any Audit that relates to a criminal prosecution;
- fees where the final assessment of Your taxable income for the period being audited is 20%, or more, higher than Your original declaration;
- fees for work performed outside the time limits allowed by the Australian Taxation Office; or

- any fines, penalties or adjustments of taxation.

The most We will pay under this additional cover is \$2,000 during any one (1) period of insurance.

In addition, see further exclusions on pages 28 - 30.

## Limit for the value of Contents

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

## Paying Claims

### Policy Excess

For each Buildings or Contents Claim We will reduce the amount We pay You for Your Claim by the Excess.

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

Your Excesses will be shown on Your Schedule.

Your Excess will be increased by \$250 for any Claim for damage or loss arising from earthquake or tsunami. Damage or loss from earthquake must occur within 72 hours of the earthquake.

Your Excess will be increased by \$400 for any Claim for damage or loss arising from accidental loss or damage, Malicious Damage or Vandalism, Deliberate or Intentional Damage, theft from any part of Your Buildings or Contents by Tenants, their visitors, or their visitors' children. When loss or damage is discovered and a Claim is submitted for separate identifiable events, the maximum Excess that will apply is \$1,000 in total.

The additional \$400 Excess for Claims arising from accidental loss or damage by Tenants, their visitors, or their visitors children, does not apply to Claims arising from:

- Fire;
- Explosion;
- Liquid that escapes from:
  - a fixed pipe or something attaching to a pipe, fixed gutter, fixed tank or a drain;
  - a bath, basin, shower, sink, toilet or tiled floor that has drainage holes;
  - a washing machine or dishwasher;
  - an aquarium; or
  - a waterbed,
- Impact by a vehicle;
- Accidental breakage of:
  - fixed glass in the Buildings;
  - fixed shower bases, basins, sinks, baths or toilets.

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

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

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

We will also pay any additional costs required for Your Buildings to comply with government or local authority bylaws. We will not pay these additional costs if You were required to comply with these by laws, and had not done so, before the damage or loss occurred. Where the damage is less than 50 per cent of the costs of rebuilding Your Buildings, We will only pay for the additional costs in the damaged portions.

Unless We otherwise agree in writing, rebuilding or repairing Your Buildings must commence within six (6) months of the damage or loss occurring. If it does not commence within six (6) months, We will do one of the following:

- Reinststate or repair the Buildings to the condition they were in just before the damage or loss occurred, or
- Pay You the cost of reinstating or repairing the Buildings to the condition they were in just before the damage or loss occurred, or
- Pay You the value of the Buildings just before the damage or loss occurred. We will reduce this payment by the value of Your Buildings after the damage or loss occurred.

We decide which one We will do.

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

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

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

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

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

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

Where You are entitled to use Bond Money to pay for or reduce the costs of any loss or damage, You must do so and the amount of that entitlement will be deducted from Your Claim.

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

## **How We pay a claim for Your Buildings**

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

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

We will decide which one We will do.

## **How We pay a Claim for Your Contents**

When damage or loss occurs to:

- any item that consists solely of fabric, or
- carpet which is 10 years old or more, or
- any other Contents item that is 15 years old or more, We will do one of the following:
  - replace the property with property of the same condition. The replacement property will be no better than the property replaced, or
  - repair the property to the same condition it was in before the damage or loss, or
  - We will pay You the cost of replacement or repair.

When damage or loss occurs to any other Contents item We will do one of the following:

- Replace the property with the nearest equivalent new property, or
- Repair the property to the condition it was in when new, or
- Pay You the cost of replacement or repair.

We decide which one We will do.

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

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

Where You are entitled to use Bond Money to pay for or reduce the costs of any loss or damage, You must do so and the amount of that entitlement will be deducted from Your Claim.

### **Optional benefit - Loss of Rent**

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

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

Where the property is a Short Term Rental We will deduct an amount equal to five (5) days Rent from Our payment to You.

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

Where the Buildings are not used for Short Term Rental, We will extend cover for up to 2 weeks after the Buildings have been repaired or replaced.

Where You are entitled to use Bond Money to pay for or reduce the costs of any loss or damage, You must do so and the amount of that entitlement will be deducted from Your Claim.

In addition, see further exclusions on pages 28 - 30.

### **Optional benefit - Strata Title Mortgagee Protection**

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

It applies when You own part of a Building that has been subdivided, usually into strata title units, and You have a mortgage on that part of the Building. We will cover the part of the Building that You own for any damage or loss covered by Section 1 – ‘Buildings and Contents’.

We will pay up to the amount You owe on Your mortgage but no more than the sum insured shown on Your Schedule, less any applicable Excess. We will pay this to Your mortgagee when You are required to pay Your mortgage in full following a loss. We will only pay this when the body corporate has not insured the Buildings, or it has not insured the Buildings for damage that You can claim for under the Policy.

In addition, see further exclusions on pages 28 - 30.



## Optional benefit - Rent Default

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

### When We will pay for Rent Default

We will pay if Your Tenant:

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

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

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

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

In addition, see further exclusions on pages 28 - 30.

### Paying Claims for Rent Default

We will only pay a Rent Default Claim when You and Your Tenant have a Rental Agreement, and if the Tenant breaches the Rental Agreement.

The cover for Rent Default will not apply if the Rent is in arrears at the commencement date of this insurance. If Rent is in arrears at the commencement date of this Policy this cover will not commence until:

- the Rent arrears have been paid, and
- the Tenant must pay the agreed Rent in accordance with the Rental Agreement for a period of not less than four (4) consecutive weeks.

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

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

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

## Theft by a Tenant

This section of the Policy only applies when Your Schedule shows that You have requested cover for Theft by a Tenant.

### When We will pay Theft by a Tenant

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

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

## Rent Default and Theft by a Tenant Excess

We will reduce the amount We pay You for Your Claim by the Excess that applies to Your Buildings and/or Contents. The amount of Your Excess is shown on Your Schedule.

Your Excess will be increased by \$400 for any Claim arising from the theft of any part of Your Buildings or Contents, Malicious Damage or Vandalism, Deliberate or Intentional Damage by Your Tenants or their visitors or the children of Your Tenants or their visitors. When loss or damage is discovered and a Claim is submitted for separate identifiable events, the maximum Excess that will apply is \$1,000 in total.

In addition, see further exclusions on pages 28 - 30.

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

We will also pay legal costs You incur:

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

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

The most We will pay for Your legal costs is \$5,000. We will only pay Your legal costs when We agree to pay them before they are incurred.

### Re letting expenses in excess of bond money

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

This additional benefit will only apply if:

- Bond money equivalent to a minimum of 4 weeks rent (in accordance with the applicable legislation) has been collected from the tenant; and
- The bond money has been fully exhausted.

This benefit will not apply:

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

In addition, see further exclusions on pages 28 - 30.

## SECTION 2 - LIABILITY

### What You are covered for

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

- the death of, or Personal Injury to, any person; or
- the Damage to Property, resulting from an Occurrence during the period of insurance arising out of the ownership or occupancy of Your Buildings or the Situation.
- If You have insured Your Contents under the Policy and You own part of a Building that has been subdivided, We will cover You against any claim for compensation or expenses which You become legally liable to pay for:
  - the death of, or Personal Injury to, any person; or
  - the Damage to Property, resulting from an Occurrence during the period of insurance arising out of the ownership of Your Contents or occupancy of Your part of the Building or Situation. This does not include any amount You have to pay because You are the owner of part of the Building.

### Definitions for Your Liability Cover

In this section:

Words	Meanings
<b>Bodily Injury</b>	means physical bodily harm including resultant sickness or disease that requires care or loss of services and/or resultant death.
<b>Damage to Property</b>	means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits and similar instruments, but does not include the value represented by such instruments.
<b>Occurrence</b>	includes continuous or repeated exposure to substantially the same general conditions. We regard all death, Personal Injury or Damage to Property arising from one (1) original source or cause as one (1) Occurrence.
<b>Personal Injury</b>	means Bodily Injury, shock, mental anguish or mental injury, libel, slander or defamation of character, including death. Personal Injury does not include the publication or utterance of a libel or slander: <ul style="list-style-type: none"> <li>• made prior to the commencement of the period of insurance; or made by or at the direction of You with knowledge of its falsity; or</li> <li>• relating to advertising, broadcasting or telecasting activities by or on behalf of You</li> </ul>

### Limit of Your liability cover

The most We will cover for any liability Claim is \$20,000,000 for any one (1) Occurrence, including any legal costs You have to pay in relation to the Claim and costs awarded against You.

However We will only pay for those legal costs that We have provided Our prior consent to You incurring.

## Liability cover after total loss

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

This cover will stop immediately if:

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

## When We will not pay

We will not pay Claims arising from:

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

## What Section 1 and Section 2 of the Policy do not cover

We will not pay Claims arising from:

- War or warlike activity. War does not have to be declared. We also do not provide cover for theft following this.
- Hostilities, rebellion, insurrection or revolution. We also do not provide cover for theft following these events.
- Contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.
- Lawful destruction or confiscation of Your property.
- Anything nuclear or radioactive.
- Damage to a heating element. We will pay for any resultant damage following damage to a heating element.
- Mildew, atmospheric or climatic conditions.
- Mould or fungi.
- Anything that You or anyone acting for You deliberately caused.
- Action of the sea, tidal wave or high water.
- Landslide, subsidence, settling, shrinkage or any movement of earth or erosion except as detailed under 'What is insured'.
- Any event that does not occur within the period of insurance.
- Failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by the Policy, other than loss or damage to any frozen food, or loss or damage to any computer equipment or computer software.
- Any alterations, repairs, renovations or additions to Your Buildings that cost more than \$100,000.
- Tenant neglect, carelessness, poor housekeeping, or unhygienic living habits.

## Policy Information – general terms and conditions

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

### When Your insurance cover does not apply

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

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

## Natural peril exclusion

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

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

We will provide cover, however, if:

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

## Sanction limitation and exclusion clause

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

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

## Other interests

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

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

## What You are required to do for Us

- You must pay Us the premium for the Policy.
- You must tell Us as soon as possible of anything that changes the facts or circumstances relating to Your insurance.
- You must take reasonable precautions to prevent anything which could result in a Claim under this Policy.
- You must make sure that anyone doing anything on Your behalf obeys all laws.
- You must comply with the terms and conditions of the Policy

## How the Goods and Services Tax affect Your Claim

Where We make a payment under the Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where We make a payment under the Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

## **The law that applies to this Policy**

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

## **How to make a Claim**

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

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

## **What You must do when You make a Claim**

You must make Your Claim as soon as possible after You suffer a loss. If You do not make Your Claim within thirty (30) days, We may reduce what We pay You by an amount to take account of any disadvantage We suffer by the delay.

You must also:

- Take all reasonable steps to stop any further loss from occurring.
- Advise the nearest Police station if Your property is lost or stolen, vandalised or maliciously damaged. We may ask You to give Us a written report from the Police.
- Keep the property that has been damaged so We can inspect it.
- Tell Us about any prosecution or inquest that may be held.
- Send Us any document relating to Your Claim within seventy-two (72) hours of You receiving the document.

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

**You must not do any of the following:**

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

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

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

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

## Claims Payment Examples

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

### Section 1 Example 1: Buildings & Contents

The sum insured on Your Buildings is \$500,000. There is an Excess of \$500 applicable to any Claim. Your Building's roof is damaged during a storm, resulting in a Building repair cost of \$5,500.

How Much We Will Pay	Explanation
\$5,000	We will pay \$5,500 being the cost to repair the roof inclusive of GST less the Excess of \$500.
\$500	We would pay the builder \$5,000 and ask You to pay the Excess of \$500 to the builder.

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

You have insured Your Building and Contents under the Policy and You have selected the additional cover for Loss of Rent. The Building and Contents are partially damaged by a fire. As a result of the fire We agree that Your Tenants are unable to live in Your Buildings and You suffer a loss of Rent. The cost to repair the Building is \$14,250 and to replace the Contents is \$5,500. You receive \$525 per week as Rent from Your Tenants. The Building repairs take eight weeks to complete. There is an Excess of \$750 applicable to any Claim.

How Much We Will Pay	Explanation
\$14,250	We will pay \$14,250 being the cost to repair the Building inclusive of GST.
\$5,500	We will pay \$5,500 comprising the replacement cost of Your Contents.
\$3,825	We will pay eight (8) weeks Rent for the period of time taken to repair the Building - (8 weeks x \$525 = \$4,200)  Less and amount equal to five (5) days Rent -  (1/7 of \$525 = \$75, 5 days x \$75 = \$375). \$4,200 - \$375 = \$3,825. We will pay \$3,825.00 for the amount of Rent You have lost.
Total Claim Payment \$22,825	We will pay the total amount of \$23,575 less the Excess of \$750.



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

You have insured Your Building and Contents under the Policy and You have selected the additional cover for Rent Default and Theft by a Tenant. Your Tenant has left the property during the fixed term Rental Agreement without giving You notice and has stolen a number of items (valued at \$3,350) from the property. You received \$900 per week as Rent from Your Tenant. You retain \$900 as Bond Money and Your Rental Agreement provides for Allowable Re-letting Expenses of \$200. You find another Tenant for the property after 10 weeks. There is a standard Excess of \$350 plus an additional Excess of \$400.

How Much We Will Pay	Explanation
\$8,300	We will pay ten (10) weeks Rent for the time it takes to find another tenant - (10 weeks x \$900 = \$9,000)  less the Bond Money after deducting Allowance Re-letting Expenses - (\$900 - \$200 = \$700)  Totalling \$8,300.
\$3,350	The value of the items stolen are assessed at \$3,350.
Total Claim Payment \$10,900	We will pay the amount of the Rent Default plus the value of the stolen items (\$11,650) less the Excess of \$750.

### Section 2 Example 1: Liability

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

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







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personal insurance

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