

Landlord Insurance

Supplementary Product Disclosure Statement (SPDS)

This SPDS is dated 25 November 2013 and has been issued by Westpac General Insurance Limited ABN 99 003 719 319 to supplement the information in the Landlord Insurance Product Disclosure Statement (PDS), which has an 'Effective Date' of 21 September 2013. You should read both the PDS and this SPDS before making a decision about Landlord Insurance. If you take out Landlord Insurance, your insurance contract will consist of the PDS, this SPDS and your policy schedule.

Changes to the PDS

1. New information: Additional benefit for Strata, Group and Community Title properties – Loss of rent

The following additional benefit is included at '4.4 Landlord additional benefits' under 'Contents additional benefits' (page 30 of the PDS):

Additional benefit for Strata, Group and Community Title properties

If the building forms part of a Strata, Group or Community Title scheme (the 'scheme') and the building is also insured for property damage by the owners of the scheme, then we will provide the following additional benefit in addition to your contents sum insured:

Loss of rent	Essential Care	Quality Care
<p>If the property is leased at the time of an insured event as set out in '4.3 Insured events (Building and Contents)' (pages 16 to 23 of the PDS) and the loss or damage makes the property unliveable and rent payments cease, then we will cover the lost rent.</p> <p>This expense will only be paid during the repair or replacement period and only while the property remains unliveable.</p>	<p>✓</p> <p>Up to \$1,000 per week for up to 12 months from the date of the insured event</p>	<p>✓</p> <p>Up to \$1,000 per week for up to 12 months from the date of the insured event</p>
<p>If a claim is made under this benefit, a claim cannot also be made for loss of rent under any other benefit provided by your policy.</p>		

2. Change to: Building additional benefits – Loss of Rent

The information under the heading 'Building additional benefits – Loss of rent' (page 28 of the PDS) is deleted and replaced with the following information:

Loss of rent	Essential Care	Quality Care
<p>If the property is leased at the time of an insured event and the loss or damage makes the property unliveable and rent payments cease, then we will cover the lost rent.</p> <p>This expense will only be paid during the repair or replacement period and only while the property remains unliveable.</p>	<p>✗</p>	<p>✓</p> <p>Up to 10% of the building sum insured or the amount of lost rent for up to 12 months from the date of the event, whichever is less</p>

3. Change to: Choose your cover

The information under 'Step 2, C. Contents cover limits – examples' (page 2-3 of PDS), relating to limits for televisions, stereos, VCRs, DVD/Blue-ray players and recorders is replaced with:

	Essential Care	Quality Care
Televisions, stereos, VCRs, DVD/Blue-ray players and recorders	Up to \$3,000	No Limit

Landlord insurance

Product Disclosure Statement

Effective 21 September 2013



Welcome to Landlord Insurance

We will help you protect the things that are important to you about your investment property.

We can offer you cover for unexpected events like storm, flood and fire with different options to best suit your investment property.

So come on in and see how it works. This document can help to make choosing your cover, understanding your policy and knowing how to claim, really simple.

To arrange cover, get a quote or find out more:

Call 13 7267

Visit rams.com.au/landlord

- This cover is available only for residential properties located in Australia, and is subject to us accepting your application and receiving the required premium payments.
- All cover (other than Landlord Workers' Compensation cover, refer to page 38) is provided on the terms and conditions contained in this Product Disclosure Statement (PDS) and your policy schedule.
- The information in this PDS does not take into account your personal objectives, financial situation or needs. So in deciding whether this insurance is right for you, you should consider the information in this PDS having regard to your own personal circumstances.

Who is the insurer?

The insurer and issuer of RAMS Landlord Insurance is Westpac General Insurance Limited ABN 99 003 719 319 ('we', 'us', 'our'), except for Landlord Workers' Compensation cover (included in Quality Care Contents cover in ACT, WA and TAS) which is issued by Allianz Australia Insurance Limited ABN 15 000 122 850. We are not a bank or other approved deposit taking institution.

This PDS has been prepared and issued solely by us. Although it refers to Landlord Workers' Compensation cover, it is not a PDS for that cover. For more details, see page 38.

The insurance is distributed by Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 (Bank). Rams Financial Group Pty Limited ABN 30 105 207 538 refers customers to the Bank for their landlord, building and contents needs.

The insurance is not a deposit with, or liability of, the Bank. Neither the Bank, nor any other member of the Westpac Group (other than us), is responsible for the insurance or the payment of claims.

Want to contact us?

Call 13 7267

Claim 1300 652 334

Visit rams.com.au/landlord

Mail GPO Box 4451
Sydney NSW 2001

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If you also need cover for your own home, ask us about Home and Contents Insurance.

1 Choose your cover

This diagram is a summary only. It's designed to provide an overview of the steps you can follow to help you choose your cover. It does not include all the policy conditions, limits and exclusions. You'll need to refer to the relevant sections of the PDS for full details.

Step 1 What do you want to cover?



Building

Check what's covered. Refer to page 14.



Contents

Check what's covered. Refer to page 15.



Step 3 Do you need more cover?



Landlord Extras cover

Add optional Landlord Extras cover to provide extra protection from malicious acts by your tenants, theft by your tenants, or rent default by your tenants. For full details refer to page 34.



Step 2 How much cover do you need?

Compare the differences below to see which level of cover may be best for you – Essential Care or Quality Care. You can also choose different levels of cover e.g. Quality Care for your building and Essential Care for your contents.

A. Insured events

If you choose Building and/or Contents cover you are covered for loss or damage caused by these events. Refer to page 16.

Theft



Under Contents cover, contents are covered from inside a fully enclosed locked building providing there's evidence of forced entry



Under Contents cover, contents are covered from a fully enclosed and lockable building at the site and up to \$2,000 in the open air

Storm, flood, lightning, fire, earthquake, impact, explosion



Storm cover excludes fences, gates and freestanding walls



Escape of liquid



Except from a shower recess



Malicious acts, riot or civil commotion



Accidental breakage of glass



Electrical motor burnout



B. Additional benefits – examples

Here are some examples of additional benefits.

Building cover – safety net

Up to 10% of your sum insured

Up to 20% of your sum insured

Contents cover – safety net

Up to 5% of your sum insured

Up to 10% of your sum insured

Loss of rent – if the property is unlivable from an insured event



Up to 10% of your sum insured or for 12 months from the date of the event, whichever is less

C. Contents cover limits – examples

Here are some examples of contents that are covered, but up to a certain amount. Full list on page 33.

Artworks, collections and collectibles

Up to \$3,000

Up to \$10,000

Televisions, stereos, VCRs, DVD/Blu-ray players and recorders

Up to \$3,000

Up to \$10,000

D. Other cover included

Legal Liability

Up to \$20 million

Up to \$20 million

It's important to read this section as the information may affect the choices you make now, and how well you're covered down the track. This section tells you how your policy works and what you need to know about starting and managing your policy.

2.1 Words with special meanings

Certain words have a special meaning in this PDS. You can read the full list of defined terms and their meanings in the *Glossary of defined terms* on page 45. Some important words to know upfront are shown here:

- **You, your, or insured** means: Any person named as 'the insured' in the policy schedule.
- **We, our, or us** means: Westpac General Insurance Limited ABN 99 003 719 319.

2.2 Your duty of disclosure

Before you enter into an insurance contract with us, you have a duty of disclosure, as outlined below:

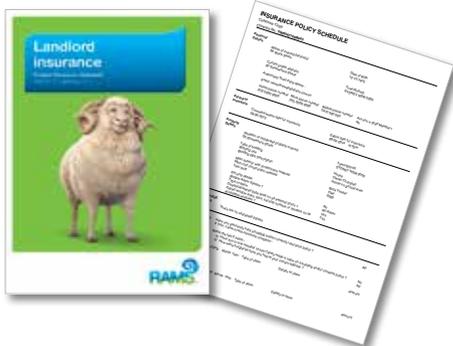
- **What you must tell us:** When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances would include in answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

- **Who needs to tell us:** It is important that you understand that you are answering our questions in this way for yourself, anyone else to be covered by the policy, and anyone else to whom the questions apply.
- **If you do not tell us:** If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never having existed.

Once you have entered into the insurance contract, there are specific circumstances when you must also notify us of changes to your property or situation. Refer to page 9 for more information.

2.3 About your contract

Your insurance documents



- **PDS:** This PDS explains RAMS Landlord Insurance. It's designed to help you choose your cover options and decide if this insurance is right for you.
- **Policy schedule:** If you purchase this insurance, you'll receive a policy schedule showing your premium, the level of cover and sum insured you have chosen, plus any excesses that apply and other details about your policy.

This PDS and your policy schedule become your contract with us (only those parts of this PDS relevant to your choices will apply).

You should read this PDS and your policy schedule carefully to ensure you understand and are happy with your cover. We encourage you to keep them in a safe place so you can refer to them if you need to make a claim.

Your policy is governed by the laws of New South Wales and the Commonwealth of Australia. Australian courts have exclusive jurisdiction to determine all matters relating to it. Any part of this policy which is, or may become, unlawful is invalid to the extent of that unlawfulness.

These documents may change

The information in this PDS is subject to change, for example, due to changes in the law. If we become aware of a change that is materially adverse to potential policy holders, we will issue a supplementary or replacement PDS. We may also provide other updates which will be available on our website or by calling us for a free paper copy. You will find our contact details on the back cover of this PDS.

If there are changes to your policy, for example, you change your postal address or cover options, we will send you a revised policy schedule showing the new details. We may give you the revised policy schedule and any other policy documentation (including notices required under the Insurance Contracts Act 1984) in person, by post or by email to the addresses you've provided.

Policies covering more than one insured

If more than one person is named as 'the insured' in the policy schedule, each named insured agrees that:

- a request, statement, act, omission, or claim by any named insured is made on behalf of all named insureds, and
- we may give notices, information and documents in relation to your policy to any named insured, on behalf of all named insureds.

If you personally give or receive a notice or document in relation to the policy, you must therefore tell the other named insureds that you have given or received that notice or document.

For example, if you tell us that you have changed your address, you must tell each other named insured that you have changed the address for notices under the policy. Or, if we send you a notice cancelling your policy, you must tell each other named insured that the policy has been cancelled.

If any other person is covered under your policy, you agree to make the terms of your policy available to them at their reasonable request.

2.4 About your cover

When does cover start?

If we accept your application for insurance, your cover commences at the start of the period of insurance shown in your policy schedule, subject to us receiving the required premium payments.

21 day cooling off period

If you're not satisfied with your policy, you can cancel it within 21 days from the date the policy is issued by us and receive a full

refund of any premium you've paid (as long as you haven't already made a claim). For more information on *Cancelling your cover*, refer to page 11.

When does cover expire?

Your cover will expire at the end of the period of insurance shown in your policy schedule (usually 12 months). We'll send you a renewal invitation before your insurance is due to expire, or tell you in writing if we can't renew your policy for any reason.

Special conditions may sometimes apply

When we offer to issue, vary or renew your policy, we may apply special conditions that exclude, restrict or extend cover for a particular insured, matter or insured event. For example, during a flood or bushfire catastrophe we may not be able to offer cover for loss or damage from flood or fire for a specified time period from when you purchase, or vary your policy. Your current policy schedule will show any special condition that applies to your policy.

2.5 Your sum insured

Your sum insured is the amount for which your building, contents, landlord extras and legal liability are covered – it will be shown in your policy schedule. You choose the sum insured for your Building and/or Contents policy.

In some cases, this PDS specifies a maximum amount payable for certain items and benefits, which are outlined in detail throughout this document.

Make sure your sum insured is enough

Think about these things when calculating your sum insured:



Building: reasonable costs of construction materials, labour, replacement of structures and fittings, and professional fees e.g. employing an architect.



Contents: reasonable costs to replace items with new items of the same size and type.

Keep your sum insured up to date

You can change your sum insured at any time, to ensure you remain adequately covered. We recommend reviewing your cover regularly, to take into account things like:

- upgrades or renovations
- changes to the costs of labour and materials to repair or rebuild
- changes to building codes
- increases in the replacement value of insured property.

You've got a safety net just in case

Your Building and Contents cover includes extra protection, in addition to your sum insured, just in case there are unexpected costs to rebuild, repair or replace your building and contents. For example, construction costs often increase after a widespread storm, flood or bushfire because demand for labour and building materials is higher.

The safety net is an additional benefit and the amount of the benefit will depend on whether you choose Essential Care or Quality Care. You can read the details in the *Additional benefits* sections starting on page 24.

2.6 Your premium

How is your premium calculated?

Your premium is made up of the amount you pay for your cover plus government charges and GST, which are shown separately on your policy schedule. Government charges differ in each state and may include Stamp Duty, a Fire Services Levy, and a State Emergency Service Levy.

The cost of your premium is based on a wide range of factors, including:

- your property's location
- your property's construction materials, e.g. brick or wood
- security features, such as an alarm system
- your property's anticipated exposure to insured events, such as bushfire, storm or flood
- your level of cover, your sum insured and excess
- the expected cost of claims and business expenses.

As these factors change over time, your premiums may increase or decrease.

Generally speaking, here's how your choices affect your premium:



Building and Contents:

- the premium for Essential Care is less than Quality Care
- an additional premium is payable if you add optional Landlord Extras cover
- the higher the sum insured chosen for an item or policy, the higher your premium
- the higher the excess chosen for your policy, the lower your premium.



Landlord Extras cover:

- the premium for Landlord Extras cover is based on factors such as the location of your property and sum insured, plus any applicable government charges.

Reducing your premium

The following discounts will apply to your premium subject to maximum discount thresholds:



Building:

- any named insured is aged 50 or over
- a higher excess is chosen
- your Building and Contents cover are combined in one policy
- you do not make any claims (no claim discount).



Contents:

- any named insured is aged 50 or over
- a higher excess is chosen
- your Building and Contents cover are combined in one policy
- you do not make any claims (no claim discount)
- deadlocks or keyed patio bolts are fitted on all external doors
- keyed window locks, bars, security screens or shutters are fitted on all accessible windows
- a burglar alarm is installed and operational.

No claim discounts

You may be eligible to receive a no claim discount on your Building and/or Contents premium. If we agree to pay a claim, this discount will be removed at your next renewal date. If you're eligible for a no claim discount at a subsequent renewal date, it will be reinstated.

Paying your premium

You can pay your premium annually or in monthly instalments – there's no monthly fee to pay by monthly instalments. If you make a change to your policy during the year that increases your premium, you may need to pay an additional pro-rata amount.

All amounts which you or we pay must be in Australian currency.

Managing monthly payments

If you decide to pay by monthly instalments, you'll need to:

- make sure your nominated account will accept direct debits
- make sure there are sufficient funds available in your account for each payment
- tell us at least three business days before your next payment is due, if you want to change your direct debit arrangements.

If you fail to make a payment and it remains outstanding for at least one month, you won't be covered and we may cancel your policy. For more details refer to *When can we cancel your policy?* on page 11.

2.7 Your excess

An excess is an amount you're required to pay if we accept your claim. The excesses that apply to your policy will be shown on your policy schedule. In most cases, you can choose the excess for your Building and/or Contents cover from the options below. This is your 'basic excess'.

Basic excess options:

- \$100
- \$250
- \$500
- \$1,000
- \$2,000
- \$5,000

However, in some instances, we may choose the excess when you take out or vary your policy, or when we offer to renew your policy.

The excesses which apply to claims you make under optional Landlord Extras cover, or for loss or damage caused by the insured event 'earthquake', are outlined in this PDS in the relevant sections.

Paying your excess

If the amount of your claim is less than the excess, the claim won't be paid.

If you make a claim under:

- Building and Contents cover
- Building and Landlord Extras cover, or
- Contents and Landlord Extras cover,

for the one insured event, only the higher excess applies.

2.8 Keep proof of ownership

Always keep records of your property and any documents that prove their value, in case you need to make a claim. You should keep these records in a safe place away from the insured property, such as in a bank safe deposit facility. You can read details in the *Lodging a claim* section on page 39.

2.9 Notify us about any changes

You must always notify us before or as soon as you become aware of any of the circumstances in this section as they may affect your cover.

We'll tell you about the specific requirements or changes to your cover, for example changes in premium, conditions, limits, exclusions or when cover will stop. We'll also confirm the agreed changes in writing, if applicable.

You must always contact us before or as soon as you become aware that:

- the insured property will become unoccupied for more than 60 consecutive days
- any insured plans to renovate or make alterations or additions to a building or buildings on the site
- any person builds a new structure on the site
- the insured property has existing unrepaired damage
- the insured property is not secure, watertight or structurally sound
- the insured property is not well maintained
- security devices that any insured previously told us about have been removed or are no longer working
- you or any person insured by this policy make a purchase that may affect the sum insured
- any insured plans to demolish or relocate a building
- the insured property is being used for business or commercial purposes
- the occupancy of a building on the site has changed e.g. you've moved into the building yourself or the property has become your holiday home

- the insured property is sold
- any contents insured under the policy are moved into storage
- repairs have been completed following a claim
- your postal address will be changing
- any insured has been charged or convicted of a criminal offence in the past five years
- any insured has had insurance refused, cancelled or declined by an insurer.

If your property will be unoccupied

Unoccupied means there is no person living and sleeping in the property.

If your property is unoccupied for more than 60 consecutive days, all cover stops unless you have told us of this and we have agreed in writing to continue your cover.

If we agree to continue providing cover during the period of unoccupancy, you must:

- lock all windows and doors
- have mail and newspapers collected daily
- have lawns and gardens kept in tidy order
- pay a higher excess if we request it
- arrange for a weekly inspection by a responsible person
- notify us when the property becomes re-occupied.

Call us to advise if your property will be unoccupied for more than 60 consecutive days and we'll advise you if we can continue your cover.

Before you begin renovating

If you plan to renovate or make alterations or additions to a building at the site, you need to inform us before building work begins as your cover may be reduced or cancelled. While construction, alterations or additions are being carried out, your policy will not cover some insured events that are otherwise covered by the policy – refer to the *Insured events* section from page 16.

If you spend more than \$50,000 on building work, your policy will not cover any legal liability that arises from the work. For more details, refer to Legal Liability cover on page 36.

Call us and we will tell you if your building work will affect your policy.

2.10 Renewing your cover

Your cover will expire at the end of the period of insurance shown in your policy schedule (usually 12 months). We'll send you a renewal invitation before your insurance is due to expire, or tell you in writing if we can't renew your policy for any reason.

2.11 Cancelling your cover

When can you cancel your policy?

You can cancel your policy at any time by calling us. Depending on your circumstances, we may need this request in writing. The cancellation takes effect from the date we receive your request.

If you do not advise us of your intention to cancel this policy, we will continue to provide cover:

- and debit instalment amounts for a monthly instalment policy, or
- until the end of the current period of insurance for an annual payment policy, until such time that you notify us to cancel the policy. We will not backdate your cancellation.

If you cancel your policy after the *21 day cooling off period* (refer to page 5 for details), we will refund the amount of the premium which relates to the period of insurance which has not expired, less an administration fee of \$30, within 15 business days.

If you pay your premium by monthly instalments, the administration fee will be deducted from any refund you're owed, or debited from your nominated monthly payment account.

If you pay your premium annually, the administration fee will be deducted from any refund you're owed.

When can we cancel your policy?

We can cancel your policy for any of the reasons described in the Insurance Contracts Act 1984, including if you breach your duty of disclosure, do not comply with the terms of your policy (including non-payment of premium), or make a fraudulent claim.

We will give you prior written notice of the cancellation and, if you ask us, give reasons for cancelling the policy. The policy will be cancelled with effect from the earlier of:

- when you enter into another contract of insurance that is intended to replace this policy, and
- the time specified in the notice.

3 General exclusions

Of course, insurance can't cover absolutely everything. Here are the general exclusions that apply to all cover described in this PDS.

Your policy does not cover any loss or damage that is caused by or arises from:

Warranties

- events or circumstances that are covered by a warranty, guarantee or service contract.

Maintenance and building

- defects in design, structure, materials, workmanship or construction
- failure to keep the property insured habitable, in good condition or well maintained
- failure to undertake building work that a relevant authority required you to undertake before the loss or damage occurred
- obtaining permits or permissions to replace structures that were illegally erected by you
- tenants or their guest's neglect of the property or poor housekeeping.

Wear and tear, and environmental conditions

- wear and tear, gradual deterioration, or fading
- rust, corrosion, oxidisation, mould, mildew or atmospheric conditions
- earth or soil movement (other than earthquake) including landslide, subsidence, or erosion
- settling, expansion, shrinkage or vibration
- hydrostatic pressure
- tree roots.

Animals

- vermin, insects or pests
- animals or birds biting, chewing or scratching.

Power surge

- electrical, mechanical or computer breakdown or loss or damage to electrically powered items caused by power surge originating from the supply authority.

Malicious, legal or illegal acts

- acts by you, or someone acting with your consent, which are intended to cause loss or damage to your property
- either directly or indirectly, illegal acts by you or someone acting with your consent
- any person, organisation or authority who legally damages or destroys or confiscates any insured property
- malicious acts of a person who is at the site with your consent or the consent of someone who lives at the property (unless optional Landlord Extras cover applies, refer to page 34).

War, terrorism, chemical, biological and nuclear material

- war, invasion, act of foreign enemy, hostilities and war-like operations (whether war be declared or not), civil war, mutiny, popular or military rising, insurrection, rebellion, revolution or military or usurped power
- any act of terrorism resulting from, or arising out of or in connection with, biological, chemical, radioactive or nuclear pollution, contamination or explosion
- nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel
- chemical or biological materials or contamination caused by chemical or biological materials.

Common property

- we will not cover any loss or damage to common property where the home is a strata, group or community title unit.

4.1 What's considered a building?

✓ **Building means:** Residential building(s) on the site which includes structural improvements, fixtures and fittings including:

The basics

- walls, gates, decks, patios, balconies, paths and driveways
- fences.

Fixtures and fittings

- permanently fixed domestic items, fixtures and fittings e.g. dishwashers installed in a cabinet, wall-mounted air conditioners
- fixed wall and floor coverings other than carpets e.g. wallpaper and tiles (carpets are covered under Contents cover)
- fixed external blinds, awnings and screens (internal window coverings are covered under Contents cover)
- equipment permanently connected to gas, plumbing, sewerage, drainage or electrical systems, or communication installations which you own or are legally responsible for e.g. light fittings, alarm systems, kitchen and bathroom fixtures
- solar panels.

Home office rooms

- rooms within your residential building(s) used as a home office.

Other structures

- structures such as garages, carports, sheds and other domestic outbuildings
- permanently fixed swimming pools, saunas, spas and tennis courts, including their fixed fittings and fixed accessories
- wharves, jetties and pontoons
- tanks that store heating oil, gas or water.

✗ **Building does not mean:**

Greenery and outdoor decorations

- lawn, landscaping, plants, shrubs, trees or potted plants
- outdoor decorations, water features.

Business, farming, over 10 acre blocks

- buildings or structures used for business or commercial purposes (other than as a room within the residential building that is used as a home office)
- buildings or sites used for farming activity
- buildings located on sites exceeding 10 acres.

Other

- display homes, guest houses, boarding houses, houseboats, caravans, or mobile homes (fixed or freestanding).

4.2 What's considered contents?

✓ **Contents means:** Domestic items you own or are legally responsible for and which you normally keep in a building at the site, including:

General household items

- furniture, furnishings
- kitchenware, manchester, linen
- appliances (including unfixed dishwashers)
- artwork
- fixed and unfixed carpets and rugs
- internal window coverings e.g. blinds, curtains
- televisions, stereos, VCRs, DVD/Blu-ray players and recorders
- portable heaters and vacuum cleaners.

Outdoor items

- lawn mowers (including ride-on)
- items designed for use outside which aren't permanently fixed e.g. above ground swimming pools, mobile BBQ, outdoor furniture (Quality Care only).

Structural additions and improvements

- structural additions and improvements in a strata title home unit that are not otherwise insured under the body corporate's building insurance policy.

✗ **Contents does not mean:**

General household items

- clothing and personal effects, toys
- jewellery, watches, unset stones and unattached charms
- collections and collectibles
- firearms
- portable electronic and communication equipment, desktop and portable computers and computer accessories
- navigational equipment
- records or data, stored in a computer
- CDs, DVDs, Blu-ray discs and computer games, including game consoles and accessories
- software and downloaded music, musical instruments
- sporting equipment.

Personal aids

- wheelchairs, mobility scooters, golf buggies
- hearing aids, dentures, prosthetics.

Guests' belongings

- guests' or visitors' belongings.

Vehicles

- motorised vehicles, go-karts, mini-bikes, trail bikes, caravans or trailers
- watercraft, aircraft, micro-lights, hang gliders, or their parts and equipment (including model or toy aircraft)
- unattached motor vehicle and marine pleasure craft accessories and parts.

Greenery and animals

- lawn, landscaping, plants, shrubs, trees
- animals.

Business items

- trade stock and other contents relating to a business
- property used in connection with a home office
- tools and equipment of trade.

Other

- any structure or property that is included in the definition of building
- bullion
- money, documents, negotiable financial documents.

Some contents items have limits on cover. Refer to page 33 for details.

4.3 Insured events (Building and Contents)

This summary of insured events is a reference tool only. For further details of the relevant terms and conditions, limits and exclusions on cover, refer to the page numbers shown.

Insured events	Essential Care	Quality Care	Page
Earthquake	✓	✓	17
Escape of liquid	✓ Excludes loss or damage resulting from liquid escaping from a shower recess	✓	17
Explosion	✓	✓	17
Fire	✓ Excludes damage caused by smoke where there was no flame at the site	✓	18
Flood	✓	✓	18
Impact	✓	✓	19
Lightning	✓	✓	19
Malicious acts	✓	✓	19
Riot or civil commotion	✓	✓	19
Storm	✓ Excludes damage to gates, fences and freestanding walls	✓	20
Theft	✓ From a fully enclosed and locked building at the site and only where there is evidence of forced entry	✓ From a fully enclosed and lockable building at the site and up to \$2,000 in the open air at the site	21
Accidental breakage of glass	✗	✓	22
Electrical motor burnout	✗	✓	23

We will insure your building and contents at the site against loss or damage caused by the following events if they occur during your period of insurance.

	Essential Care	Quality Care
<p> Earthquake</p> <p>Covered Loss or damage caused by earthquake.</p> <p>Each earthquake event is measured over a 48 hour period, from when the first earthquake starts. Another event will occur if earthquake activity continues past the first 48 hour period, which means you will have to pay another excess for any further loss or damage.</p> <p>For every claim we agree to pay, your excess will be the greater of your basic excess or \$300.</p>	✓	✓
<p> Escape of liquid</p> <p>Covered Loss or damage caused by accidental escape of liquid from any fixed pipe, fixed tank, waterbed or fish tank or fixed item used to hold the liquid.</p> <p>We will also pay reasonable exploratory costs in locating the source of the damage, provided we have agreed to pay for the loss or damage caused by the escape of liquid.</p> <p>Not covered</p> <ul style="list-style-type: none"> • loss or damage to the item from which the liquid escaped, and if the liquid escaped from a shower recess, the cost of re-tiling the walls or floor of the shower recess • repair or replacement of undamaged parts of your contents to match property that has been repaired or replaced • loss or damage caused by gradual escape of liquid which is evident and which you fail to rectify. 	✓ Excludes loss or damage resulting from liquid escaping from a shower recess	✓
<p> Explosion</p> <p>Covered Loss or damage caused by an explosion.</p>	✓	✓

 Fire	Essential Care	Quality Care
<p>Covered Loss or damage caused by fire where there was a flame.</p> <p>Loss or damage caused by smoke from:</p> <ul style="list-style-type: none"> • a bushfire • a fire on your property • a fire originating from your neighbour's property. 	✓ Excludes damage caused by smoke where there was no flame at the site	✓
<p>Not covered Loss or damage caused by:</p> <ul style="list-style-type: none"> • bushfire for a period of 7 days from the date the cover was initially provided by us, unless this policy is replacing another policy with equivalent bushfire cover and there has been no gap in cover and no change to the sum insured, or you have entered into a contract to purchase the property and the risk has passed to you as purchaser • scorching or melting where there was no flame • smoke damage as a result of controlled back burning. 		

 Flood	Essential Care	Quality Care
<p>Covered Loss or damage caused by flood, including tsunami and storm surge.</p>	✓	✓
<p>Not covered</p> <ul style="list-style-type: none"> • loss or damage caused by flood for a period of 7 days from the date cover was initially provided by us, unless this policy is replacing another policy with equivalent flood cover and there has been no gap in cover or change to the sum insured, or you have entered into a contract to purchase the property and the risk has passed to you as purchaser • loss or damage caused by or resulting from actions or movements of the sea or high water (other than storm surge and tsunami) • loss or damage to retaining walls, paths, driveways, bridges or landscaping. 		

 Impact	Essential Care	Quality Care
<p>Covered Loss or damage caused by collision with your building and/or contents by:</p> <ul style="list-style-type: none"> • falling trees or branches • any vehicle or its load • watercraft, aircraft, spacecraft, or parts or items falling from them • space debris • a television or radio aerial or its mast • any animal, except those kept at the site. 	✓	✓
<p>Not covered Loss or damage to your building and/or contents if tree lopping or felling is done by you or with your consent.</p>		

 Lightning	Essential Care	Quality Care
<p>Covered Loss or damage caused by lightning.</p>	✓	✓

 Malicious acts	Essential Care	Quality Care
<p>Covered Loss or damage caused by malicious acts.</p>	✓	✓
<p>Not covered Loss or damage if the malicious act is:</p> <ul style="list-style-type: none"> • by you or someone who lives at the site • by someone who is at the site with your consent, or the consent of someone who lives at the site • caused by accident. 		

 Riot or civil commotion	Essential Care	Quality Care
<p>Covered Loss or damage caused by riot or civil commotion, including industrial or political unrest or attempts by a legal authority to stop or control any of these.</p>	✓	✓

 Storm	Essential Care	Quality Care
<p>Covered Loss or damage caused by storm, including cyclone, hail, wind, snow or rain.</p>	<p>✓ Excluding damage to gates, fences and freestanding walls</p>	<p>✓</p>
<p>Not covered Loss or damage caused by:</p> <ul style="list-style-type: none"> • storm for a period of 48 hours • cyclone for a period of 5 days <p>from the date the cover was initially provided by us, unless the policy is replacing another policy with equivalent storm or cyclone cover and there has been no gap in cover and no change to the sum insured, or you have entered into a contract to purchase the property and the risk has passed to you as purchaser.</p> <p>Loss or damage to:</p> <ul style="list-style-type: none"> • gates, fences or freestanding walls in a state of disrepair prior to damage occurring • retaining walls, paths, driveways, bridges or landscaping • fabric awnings and blinds or shade sails, unless professionally installed and less than 5 years old • plastic liners or covers for swimming pools or spas • water in swimming pools or spas • external paint or coatings caused by rain. <p>Loss or damage caused by or resulting from:</p> <ul style="list-style-type: none"> • gradual deterioration from rain • rain entering the building due to poor maintenance, or where openings, doors or windows are not closed • rain entering the building while construction work, alterations or additions are being carried out • water seeping or running through or down the sides of earth or earth fill that is up against your building. 		

 Theft	Essential Care	Quality Care
<p>Covered Loss or damage caused by theft or attempted theft.</p>	<p>✓ Provided the loss or damage is caused by theft or attempted theft from a fully enclosed and locked building at the site and only where there is evidence of forced entry</p>	<p>✓ The most we will pay for any one claim for contents in a building at the site that is not fully enclosed and lockable is \$2,000</p>
<p>Not covered Loss or damage if the theft or attempted theft is:</p> <ul style="list-style-type: none"> • by you or someone who lives at the site • by someone who is at the site with your consent, or the consent of someone who lives at the site • from an unlocked and unattended motor vehicle, caravan or trailer (except where kept in a locked garage on the site). 		

 Accidental breakage of glass	Essential Care	Quality Care
<p>Covered Under Building cover: Accidental breakage of the following items that form part of your building:</p> <ul style="list-style-type: none"> • fixed glass, fixed mirrors or skylights • porcelain basins, sinks, baths, toilets and toilet cisterns • glass in fixed storage tanks and solar panels • acrylic and fibreglass showers, basins and sinks • light fittings • glass or ceramic cooktops. <p>Under Contents cover: Accidental breakage of:</p> <ul style="list-style-type: none"> • glass that forms part of your furniture at the site • hanging wall mirrors (but not hand held mirrors) • items described in Building cover above where you have legal liability as a tenant. 	X	✓
<p>Not covered Accidental breakage of glass:</p> <ul style="list-style-type: none"> • that's not broken through its entire thickness • that's part of a glasshouse or conservatory. <p>Accidental breakage of:</p> <ul style="list-style-type: none"> • television screens or screens on visual display units • glass parts in televisions, radios or other electronic devices • vases or ornaments • glass that's normally carried by hand. 		

 Electrical motor burnout	Essential Care	Quality Care
<p>Covered Loss or damage to electric motors that are part of your building or contents if the motor is burnt out at the building or site, and the burnout is directly caused by electric current, for example, the motor in items such as an air conditioner, pool pump or garage door.</p> <p>If we agree to pay a claim, we will cover the cost of repairing or replacing the electric motor, the service call fee and labour charges. If the motor can't be replaced, we will pay the current replacement cost of an equivalent motor of the same specification and standard.</p>	X	✓
<p>Not covered</p> <ul style="list-style-type: none"> • fuses, switches, lighting or heating elements, electrical contacts or protective devices • replacing the whole appliance if a motor cannot be replaced • replacing worn or damaged parts unless they are part of the insured loss • loss or damage that occurs because you cannot use the motor • the cost of hiring a replacement appliance or motor • any parts or labour for motors that are over 15 years old from the date of manufacture. 		

4.4 Landlord additional benefits

This summary of additional benefits is a reference tool only. For further details of the relevant terms and conditions, limits and exclusions on cover, refer to the page numbers shown.

Building additional benefits summary	Essential Care	Quality Care	Page
Benefits paid in addition to your building sum insured			
Sum insured safety net	✓ Up to 10% of the sum insured	✓ Up to 20% of the sum insured	26
Demolition and removal of debris	✓ Up to 10% of the sum insured	✓ Up to 10% of the sum insured	26
Rainwater tanks and solar heating	✗	✓ Up to \$3,000 in total for all items	27
Benefits paid as part of your building sum insured			
Professional fees	✓ Up to 10% of the sum insured	✓ Up to 10% of the sum insured	27
Building laws and regulations	✓ Up to 10% of the sum insured	✓ Up to 10% of the sum insured	27
Emergency repairs and protection	✓	✓	27
Fire brigade charges	✓ Up to \$5,000	✓ Up to \$5,000	28
Mortgage discharge	✗	✓	28
Landlord fixtures and fittings	✗	✓ Up to \$20,000	28
Loss of rent	✗	✓ Up to 10% of the sum insured or the amount of lost rent for up to 12 months from the date of the event, whichever is less	28
Other benefits			
Locks and keys	✗	✓ Up to \$1,000	29
Sum insured automatic indexation	✓	✓	29

Contents additional benefits summary	Essential Care	Quality Care	Page
Benefits paid in addition to your contents sum insured			
Sum insured safety net	✓ Up to 5% of the sum insured	✓ Up to 10% of the sum insured	30
Removal of debris	✓ Up to 10% of the sum insured	✓ Up to 10% of the sum insured	30
Benefits paid as part of your contents sum insured			
Fire brigade charges	✓ Up to \$5,000	✓ Up to \$5,000	31
Emergency storage of contents	✗	✓ Up to 10% of the sum insured or the cost of storage for up to 12 months from the date of the event, whichever is less	31
Loss of rent	✗	✓ Up to 10% of the sum insured or the amount of lost rent for up to 12 months from the date of the event, whichever is less	31
Other benefits			
Sum insured automatic indexation	✓	✓	32

Building additional benefits

If we agree to pay a claim for loss or damage to your building, we will also pay for the additional benefits listed below that are directly related to that loss or damage. Payment of these additional benefits is limited as detailed in this section.

Some additional benefits are paid in addition to the sum insured and some are paid as part of the sum insured.

These additional benefits do not apply to claims made under optional Landlord Extras cover.

Benefits paid in addition to your building sum insured

	Essential Care	Quality Care
<p>Sum insured safety net</p> <p>If the cost to repair or replace your building is more than your sum insured, we will pay the extra cost to:</p> <ul style="list-style-type: none"> • repair the damage, or • replace your building. <p>The sum insured safety net does not increase your sum insured or any other additional benefit.</p> <p>If you increase your building’s value by more than 10% (by renovating or extending for example), you need to let us know and increase your sum insured appropriately – otherwise, we will reduce this benefit by half. For example, if you had Quality Care cover, the safety net benefit would reduce from a maximum of 20% to a maximum of 10% of the sum insured.</p>	<p>✓</p> <p>Up to 10% of the sum insured</p>	<p>✓</p> <p>Up to 20% of the sum insured</p>

Demolition and removal of debris

<p>We will cover the cost of any necessary demolition of your home or parts of it, and the removal of resulting debris from the site (including any trees or branches that have caused damage to your building and need to be cut down).</p>	<p>✓</p> <p>Up to 10% of the sum insured</p>	<p>✓</p> <p>Up to 10% of the sum insured</p>
<p>Not covered</p> <ul style="list-style-type: none"> • the cost of removing or lopping trees or branches that haven’t caused damage to your building • the cost of removing tree stumps still in the ground. 		

	Essential Care	Quality Care
<p>Rainwater tanks and solar heating</p> <p>If you don’t already have an existing rainwater tank or solar heating system and over 75% of your home is damaged, and we have agreed to rebuild your home, we will cover the costs of supplying and professionally installing a:</p> <ul style="list-style-type: none"> • rainwater tank • solar hot water system. <p>If these items were already installed before the event, they form part of your building and should be included in your building sum insured.</p> <p>This benefit excludes any rebates for which you may be eligible.</p>	<p>✗</p>	<p>✓</p> <p>Up to \$3,000 in total for all items</p>

Benefits paid as part of your building sum insured

Professional fees

<p>We will cover the cost of employing an architect, surveyor, engineer, building consultant or lawyer who might be necessary for the repair or replacement of your building following an insured event.</p>	<p>✓</p> <p>Up to 10% of the sum insured</p>	<p>✓</p> <p>Up to 10% of the sum insured</p>
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Building laws and regulations

<p>We will cover the costs incurred to comply with local or state government building laws, bylaws, regulations or standards following the destruction or partial destruction of your building.</p> <p>We will only pay those costs that directly apply to the part of your building that has been damaged.</p>	<p>✓</p> <p>Up to 10% of the sum insured</p>	<p>✓</p> <p>Up to 10% of the sum insured</p>
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Not covered

The costs relating to building work that a relevant authority required you to undertake before the loss or damage occurred.

Emergency repairs and protection

<p>We will cover the reasonable costs incurred for any emergency repairs and protection necessary to prevent further loss or damage.</p>	<p>✓</p>	<p>✓</p>
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	Essential Care	Quality Care
<p>Fire brigade charges</p> <p>We will cover the amount an organisation may charge you for:</p> <ul style="list-style-type: none"> • fire brigade services • emergency services • recharging of fire extinguishers or replacement of used fire fighting equipment. 	<p>✓</p> <p>Up to \$5,000</p>	<p>✓</p> <p>Up to \$5,000</p>

	Essential Care	Quality Care
<p>Mortgage discharge</p> <p>If your home is totally destroyed by an insured event, we will cover the reasonable administrative and legal costs associated with discharging any mortgages you have over the property.</p>	<p>✗</p>	<p>✓</p>
<p>Not covered</p> <p>Any penalty or exit fees associated with paying out your mortgage.</p>		

	Essential Care	Quality Care
<p>Landlord fixtures and fittings</p> <p>We will cover loss or damage to your light fittings, fixed carpets and window coverings.</p>	<p>✗</p>	<p>✓</p> <p>Up to \$20,000</p>

	Essential Care	Quality Care
<p>Loss of rent</p> <p>If the property is leased at the time of an insured event and the loss or damage makes the property unliveable and rent payments cease, then we will cover the lost rent.</p> <p>This expense will only be paid during the repair or replacement period and only while the property remains unliveable.</p>	<p>✗</p>	<p>✓</p> <p>Up to 10% of the contents sum insured or the amount of lost rent for up to 12 months from the date of the event, whichever is less</p>

	Essential Care	Quality Care
<p>Other benefits</p> <p>Locks and keys</p> <p>If your keys to your property are stolen, we will cover the cost of replacing or modifying your building's external locks. This includes electronic keys and garage door openers.</p> <p>An insured event does not have to occur to claim this benefit.</p>	<p>✗</p>	<p>✓</p> <p>Up to \$1,000</p>

	Essential Care	Quality Care
<p>Sum insured automatic indexation</p> <p>Each time we offer to renew your policy, we will automatically adjust your sum insured, to make an allowance for inflation and increased costs of construction materials and goods. This helps reduce your risk of being underinsured.</p> <p>It's still important for you to regularly review and update your sum insured, and include any structural improvements you make to your building.</p>	<p>✓</p>	<p>✓</p>

Contents additional benefits

If we agree to pay a claim for loss or damage to your contents, we will also pay for the additional benefits listed below that are directly related to that loss or damage. Payment of these additional benefits is limited as detailed in this section.

Some additional benefits are paid in addition to the sum insured and some are paid as part of the sum insured.

These additional benefits do not apply to claims made under optional Landlord Extras cover.

Benefits paid in addition to your contents sum insured

	Essential Care	Quality Care
<p>Sum insured safety net</p> <p>If the cost to repair or replace your contents is more than your sum insured, we will cover the extra cost to:</p> <ul style="list-style-type: none"> • repair damage to, or • replace your contents. <p>The sum insured safety net does not increase your sum insured or any other additional benefit.</p> <p>If you increase the value of your contents by more than 10% (by purchasing new items for example), you need to tell us and increase your sum insured appropriately – otherwise we will reduce this benefit by half. For example, if you had Quality Care cover your benefit would reduce from a maximum of 10% to a maximum of 5% of the sum insured.</p>	<p>✓</p> <p>Up to 5% of the sum insured</p>	<p>✓</p> <p>Up to 10% of the sum insured</p>

Removal of debris

<p>We will cover the cost of removing any contents debris from your site following a loss.</p>	<p>✓</p> <p>Up to 10% of the sum insured</p>	<p>✓</p> <p>Up to 10% of the sum insured</p>
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Benefits paid as part of your contents sum insured

Fire brigade charges

	Essential Care	Quality Care
<p>We will cover the amount an organisation may charge you for:</p> <ul style="list-style-type: none"> • fire brigade services • emergency services • recharging of fire extinguishers or replacement of used fire fighting equipment. <p>If we also insure your building under this or any other policy, payment for fire brigade charges will be made under your Building cover only, and this additional contents benefit will not apply.</p>	<p>✓</p> <p>Up to \$5,000</p>	<p>✓</p> <p>Up to \$5,000</p>

Emergency storage of contents

<p>If your property is unliveable, we will cover the reasonable costs of removing and storing your contents in a storage facility.</p> <p>We will continue to cover your contents while they're held in a storage facility for any of the insured events.</p>	<p>✗</p>	<p>✓</p> <p>Up to 10% of the sum insured or the cost of storage for up to 12 months from the date of the event, whichever is less</p>
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Loss of rent

<p>If the building is leased at the time of an insured event and the loss or damage makes the building unliveable and rent payments cease, then we will cover the lost rent.</p> <p>This expense will only be paid during the repair or replacement period and only while the property remains unliveable.</p> <p>If you also have Building cover, payment for loss of rent will be made under your Building cover only, and this additional contents benefit will not apply.</p>	<p>✗</p>	<p>✓</p> <p>Up to 10% of the contents sum insured or the amount of lost rent for up to 12 months from the date of the insured event, whichever is less</p>
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Other benefits

	Essential Care	Quality Care
<p>Sum insured automatic indexation</p> <p>Each time we offer to renew your policy, we will automatically adjust your sum insured to make an allowance for inflation and increases in replacement costs. This helps reduce your risk of being underinsured.</p> <p>It's still important to regularly update and review your sum insured, and include any improvements or new purchases you've made.</p>	✓	✓

4.5 Contents with special limits

The following items have a maximum amount payable for any one claim. The amounts are listed below and are included within your contents sum insured.

Contents with special limits	Essential Care	Quality Care
Artworks	✓ Up to \$3,000	✓ Up to \$10,000
Televisions, stereos, VCRs, DVD/Blue-ray players and recorders	✓ Up to \$3,000	✓ No limit
Contents in the open air	✗	✓ Up to \$2,000 for loss or damage caused by the insured events of storm, flood and theft, and up to 20% of the sum insured for all other insured events
Limits on the items listed directly above cannot be increased.		

5 Optional Landlord Extras cover

Optional cover for events like malicious damage by your tenants or rent default

If you're insuring your building or contents with us and you want cover to protect you against certain events caused by your tenants, add Landlord Extras cover.

The most we will pay is your sum insured, or the applicable sub limit of cover, for any one occurrence or series of occurrences arising directly or indirectly from the one original event or cause.

Your Landlord Extras cover provides cover against loss or damage caused by the following events if they occur during your period of insurance.

Insured event	However, the most we will pay:
Malicious acts by tenants	
<p>Covered Loss or damage occurring during the period of insurance that is caused by malicious acts by your tenants. Malicious acts do not include damage caused by accident or wear and tear.</p>	<ul style="list-style-type: none"> • under Building cover is the building sum insured shown in your policy schedule. If you have taken out Building cover only, you are covered for loss or damage to fixed carpets and internal window coverings at the insured property up to \$20,000 per claim, within the building sum insured. • under Contents cover is the contents sum insured shown in your policy schedule. If you have taken out Contents cover only, and your property is a Strata, Community or Group Title, we will cover loss or damage to your building up to \$60,000, if it is not insured under the building insurance policy of the body corporate.
Theft by tenants	
<p>Covered Loss or damage occurring during the period of insurance that is caused by theft by your tenants.</p>	<ul style="list-style-type: none"> • under Building cover is the building sum insured shown in your policy schedule. If you have taken out Building cover only, you are covered for loss or damage to fixed carpets and internal window coverings from the insured property up to \$20,000 per claim, within the building sum insured. • under Contents cover is the contents sum insured shown in your policy schedule. If you have taken out Contents cover only and your property is a Strata, Community or Group Title, we will cover loss or damage to your building up to \$60,000 if it is not insured under the building insurance policy of the body corporate.

Insured event	However, the most we will pay:
Rent default	
<p>Covered Loss of rent under a written rental agreement occurring during the period of insurance, if your tenant:</p> <ul style="list-style-type: none"> • leaves your building before the end of the rental period stated in the agreement and does not give you or your rental manager the required notice • does not pay rent owing under the agreement and leaves your building without giving the required notice to you or your rental manager • is legally evicted from your building. <p>Not covered:</p> <ul style="list-style-type: none"> • loss of rent for casually-let holiday properties. 	<ul style="list-style-type: none"> • for your loss of rent is up to \$1,000 per week, up to a maximum period of 10 weeks.
Denial of access to tenant by government authority	
<p>Covered Loss of rent under a written rental agreement occurring during the period of insurance if your tenant is denied legal access to the insured property by a Local, State or Commonwealth authority.</p>	<ul style="list-style-type: none"> • for your loss of rent for denial of access to the insured property by a Government Authority is up to \$1,000 per week, up to a maximum period of 52 weeks.
Legal expenses	
<p>Covered If we agree to pay a claim for rent default, we will also cover your reasonable legal costs of employing a lawyer for the purpose of minimising your loss of rent.</p>	<ul style="list-style-type: none"> • for your legal costs is \$5,000.

When you make a claim

We'll only pay a claim you make under Landlord Extras cover when you're able to provide us with certain documents and evidence such as:

- a written rental agreement with your tenant
- documented booking confirmation (for casually-let properties)
- documented property inspection reports.

For further details on the type of evidence we require, please refer to *Evidence of ownership, value and loss* on page 41.

Cover does not apply if rent owing to you under the written rental agreement was in arrears at the commencement of this policy.

Your Landlord Extras cover excess

For every claim we agree to pay for Landlord Extras cover your excess will be:

- Malicious Acts by Tenants \$300
- Theft by Tenants \$300
- Rent Default \$300

6.1 Legal Liability cover

If there's an incident that causes injury or death to other people, or loss or damage to other people's property and you're legally liable, this cover can protect you from having to pay a claimant out of your own pocket.

Legal liability means your legal responsibility to pay compensation for causing:

- bodily injury, illness or death to someone other than you
- loss or damage to property owned or controlled by someone other than you

where the incident causing the injury, illness, death, loss or damage takes place at the site.

The most we will pay is \$20 million in total under this and all other policies issued by us for any one occurrence or series of occurrences arising directly or indirectly from the one original source or cause, for all insureds.

What does Legal Liability cover include?	Essential Care	Quality Care
<p>Covered</p> <ul style="list-style-type: none"> • a claim resulting from an occurrence for which you are legally liable, provided the occurrence happens during your period of insurance and is not excluded in your policy • all compensation costs, legal fees and expenses that you're legally obliged to pay as a result of such a claim • your reasonable legal fees and expenses that we incur on your behalf, or that you incur with our prior written consent as a result of such a claim, or legal costs and expenses which are awarded against you. <p>Note: You can only claim for legal fees and expenses if we have agreed to them in writing before you incur them.</p>	<p>✓ Up to \$20 million</p>	<p>✓ Up to \$20 million</p>
<p>Not covered</p> <p>Any legal liability that arises:</p> <ul style="list-style-type: none"> • from bodily injury to, or the death or illness of you or your employees arising out of their employment by you • from acts or omissions by you or someone with your consent, if the acts are unlawful or are intended to be done or are done with reckless disregard for the consequences • out of your employment of domestic and other workers • out of or in connection with any business, profession, or occupation carried on by you, other than babysitting and/or the renting or leasing out of the home at the site and/or use of part of the premises as a home office • from breach of any professional duty owed by you to any person that arises in the course of any business, profession or occupation carried on by you • from loss or damage to any property that is owned or controlled by you or your employees • because you are liable by contract or have agreed or accepted liability without our agreement first 		

- in the course of construction of your building or from building work to your building costing more than \$50,000
- because you own or occupy any land or building other than the building or site covered by this policy
- in connection with the common property where the home is a strata, group or community title unit
- because of vibration or interference with any land, buildings or property
- from an animal other than a horse, dog or cat, or other domestic pet kept at the site
- from a dog if it has been declared dangerous by a relevant authority
- from the transmission of any disease, or the supply of any drug
- from asbestos or any product containing asbestos
- as a result of any actual, alleged or threatened contamination or pollution of any property, land, the atmosphere or any watercourse or body of water (including groundwater) other than arising from an occurrence which:
 - is neither reasonably expected or intended by you, and
 - is a consequence of a sudden cause which takes place at a clearly identifiable time during the period of insurance
- from participation in any professional sport
- from the use or ownership of motorised watercraft and other watercraft more than four metres in length (other than surfboards, sailboards, surf-skis, canoes and kayaks)
- from the use or ownership of motorised vehicles, go-karts, mini-bikes, trail bikes, any registrable vehicle, caravans and trailers (other than wheelchairs, mobility scooters, golf buggies, ride-on lawn mowers, children's ride-on toys or mini-bikes where the engine capacity is not more than 50cc)
- from the use or ownership of aircraft or aircraft landing areas, micro-lights or hang gliders (other than model or toy aircraft)
- due to earth or soil movement (other than earthquake) including landslide, subsidence or erosion
- from tree(s) on the site where their roots cause damage to someone else's property.

We will not cover you for:

- any legal liability for any loss or damage that is caused by or arises from any of the exclusions described under the sub-heading 'War, terrorism, chemical, biological and nuclear material' (refer to *General exclusions* on page 12)
- any legal liability that arises in connection with a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment
- claims made against you because you failed to insure against property damage required by a relevant state or territory strata title or group property act
- any penalties, fines, punitive, exemplary or aggravated damages for which you are liable
- actions brought against you in a court outside Australia or a court that applies other than Australian law
- legal liability incurred after you cease to be an owner of the site
- legal liability which is covered by a building insurance policy intended to replace this policy
- legal liability incurred by you as the owner or occupier of the site as a result of an occurrence during any period when the site is deemed uninhabitable by us or a regulatory authority (including any period of building reconstruction)
- legal liability that arises after we have paid a claim under your policy that is for the total sum insured (unless otherwise stated).

6.2 Landlord Workers' Compensation cover

(Not available in all States or Territories of Australia)

References in this section to 'we', means Allianz Australia Insurance Limited.

This cover only applies if your current schedule indicates you have Landlord Workers' Compensation cover.

	Essential Care	Quality Care
Where you employ a person to do work around your rental property, we will pay the amount you are liable to pay if they are injured while working for you.	X	✓
What's covered The relevant workers' compensation legislation for your State will determine what amount we will pay.		
What's not covered We will not pay for workers: <ul style="list-style-type: none"> • who are working for you in your own business, trade, or profession; • who are part time or full time permanent workers; or • when the annual wages expected to be paid for workers exceeds \$7,500. In these circumstances, a separate general workers' compensation policy is required.		

This cover is issued by Allianz Australia Insurance Limited ABN 15 000 122 850 in the Australian Capital Territory, Western Australia and Tasmania.

For more information on Landlord Workers' Compensation cover, call the WorkCover Authority in your State or Territory.

7 Lodging a claim

When something happens to your property, we know you'll want help fast. So lodging a claim with us is simple. Just call us 24 hours a day, 7 days a week and we'll take details of your claim over the phone.

Step 1 Make sure your tenants are safe

In an emergency call:

- Police/Fire/Ambulance: **000**
- Your State Emergency Services (SES) for flood and storm emergencies: **132 500**

What you must not do

Under no circumstances should you do any of the following without our consent or we may refuse or reduce a claim:

- accept or admit liability, or make any offer or payment
- attempt to settle or defend the claim
- commence any legal proceedings
- dispose of damaged goods.

You can only make a claim if an event included in one of the policies or options you have chosen (or any variations we have agreed to) occurs during your period of insurance.

Step 2 Make sure your property is safe

Do everything you can to prevent further loss or damage to your property, as soon as possible.

Step 3 Call the Police

If the damage is malicious, property has been stolen or your property has been entered illegally, call the police.

Step 4 Call us on 1300 652 334

Once your tenants are safe and you've contacted the police (if necessary), call us with details of what has happened. We are available 24 hours a day, 7 days a week.

7.1 What we will do when you make a claim

Ask you to provide access and information

When we ask, you will need to:

- provide us with access and a reasonable time to inspect the loss or damage before you allow anyone to fix or interfere with it
- provide us with proof of ownership, evidence of the value of the property and of the costs of rectifying the loss or damage. If it costs you to provide this evidence, we will not pay for this. For further details on *Evidence of ownership value and loss*, refer to page 41.

Decide on your claim

As long as no further information, assessment or investigation is needed, we will accept or deny your claim and let you know the outcome.

If we do need further information, assessment or investigation, we will:

- tell you the detailed information we need to make a decision on your claim
- if necessary, appoint an assessor or investigator
- provide an estimate of the time required to make a decision on your claim.

Ask whether you're registered for GST

You need to tell us:

- if you were entitled to claim any input tax credits for GST purposes on the premiums for the policy under which you are making a claim
- if you would be entitled to claim input tax credits on the replacement or repair of your property.

Appoint an assessor or investigator

We may appoint an assessor to assess the loss or damage from an event. We may also appoint an investigator to investigate the circumstances that led to the event.

Require you to pay an excess

You are required to pay an excess for every claim we agree to pay. The amount of excess you have agreed to pay is shown in your policy schedule or in this PDS. We will either require you to pay the excess before we pay your claim, or deduct the excess from the amount payable to you under your claim.

Pay up to the sum insured

When we accept your claim, we will only pay up to the sum insured unless we say so in a particular section of the PDS. You may only make a claim if an event included in one of the policies or options you have chosen (or any variations we have agreed to) occurs during your period of insurance.

Recover

When someone other than you causes loss, damage, injury or legal liability that is insured, or partly insured, by your policy, you must obtain our consent before seeking to recover any such loss. We have the legal rights you have (subject to the Insurance Contracts Act 1984) to recover the amount of your insured claim in these circumstances. You are required to assist us in doing this. We may also take possession of the damaged property and decide what to do with it.

7.2 Evidence of ownership, value and loss

It's important to keep records of your possessions and any documents that provide evidence of your property's value, in case you need to make a claim. It's also a good idea to keep these records in a safe place away from your property, for example with a family member or in a bank safe deposit box.

The types of documents and information that we may request include but are not limited to:

- a written rental agreement stating:
 - the term of the lease
 - the amount of rent payable, and
 - the amount of the bond payable by the tenant

for casually-let properties, a documented booking confirmation either on paper or electronically is acceptable

- documented property inspection reports completed by you or an authorised agent at the following times:
 - the commencement of a new lease or rental agreement
 - for long-term tenancy agreements, at least on an annual basis and at the time when an existing tenant vacates the property
- proof of purchase – including sales receipts, credit card statements or bank statements showing the purchase transaction details. The proof of purchase should include the item description or code plus the purchase price, date purchased and where the item was purchased
- model and serial numbers, and original instruction booklets and owner's manuals

- valuations – a document completed by a professional valuer before the loss occurred, including an item description, specifications and the cost to replace the item in Australian dollars
- original certificate of authenticity from the manufacturer.

We may request you provide one or more types of documents as evidence of proof of ownership and value, and to substantiate your loss. If you don't provide us with the proof we request, we may refuse or reduce your claim.

7.3 How we settle your claim

Repairing or replacing

When we agree to pay a claim for loss or damage:

We may choose to pay:

- the reasonable cost of repair, or
- the reasonable costs of replacement to new condition with property of the same size and specification or with items as near to original as is currently possible, or
- a cash amount. If we agree to pay cash, we'll pay the amount it would reasonably cost to repair or replace the property. Where a building is not being replaced, the amount we'll pay will be less a reasonable deduction for depreciation due to wear and tear and age of the property.

We will pay:

- to match materials, items or construction with those that existed before the loss or damage occurred and where that is not possible, with the nearest similar materials, items or construction
- only those costs that directly apply to the part of your property that has suffered the loss or damage.

We may receive:

- a discount from our suppliers for replacing your property. If we choose to pay a cash amount, we are entitled to deduct the discount we would have received if we had replaced the property.

If the loss or damage:

- involves wall coverings, floor coverings or window coverings that are present in more than one room of the home, we'll only repair or replace those wall coverings, floor coverings or window coverings in the room or rooms, hall or passageway where the damage occurred.

However, if such loss or damage involves tiled or timber floor or wall coverings, we'll only pay up to a maximum of \$1,000 to match undamaged tiled or timber wall or floor coverings in the room or rooms, hall or passageway where the damage occurred to create a uniform appearance.

- involves an item which is a part of a pair, set, collection, furniture suite or setting, we'll only pay the reasonable costs to repair or replace the item or the part of it lost or damaged and not for any special value it may have as a pair, set, collection, furniture suite or setting.

We may choose:

- to reduce your claim amount by the extent (if any) to which you are entitled to claim any input tax credits for GST purposes on the replacement or repair of any insured property.

Under Landlord Extras cover:

- the claim will be reduced by the amount of bond money you are entitled to receive from your tenant after deduction of any costs or expenses you are entitled to make from the bond which do not relate to your claim

- if you did not collect the bond from your tenant or you did not collect the full amount of the bond you were entitled to, then we will reduce the claim under this section of your policy by the amount which you would have been entitled to receive from your tenant, had you collected the bond you were entitled to collect, less any costs or expenses you would have been entitled to deduct had such bond been collected.

If repair or replacement is not commenced within 6 months from the date of the event, any increases in costs due to the delay must be paid by you unless we agree in writing to a longer term.

Repair guarantee

We will guarantee the repairs to your building and contents when we provide or recommend a repairer for you. However, we won't guarantee any repairs if you choose your own repairer.

We will not pay a claim when:

- the claim is excluded by specific policy exclusions or by any of the *General exclusions* listed on pages 12 and 13.
- the building was unoccupied at the time of the event, and had been unoccupied for more than 60 consecutive days, unless you told us of this before the unoccupancy and we agreed in writing to continue your cover (refer to *If your property will be unoccupied* on page 10 for more details).

We may refuse or reduce a claim if:

- you have failed to take reasonable care to do all that is required of you under the policy
- you have not taken reasonable care to maintain and protect the insured property, or prevent injury or death to others, or avoid loss or damage to the property of others

- you do not take reasonable care to prevent further loss or damage to your property or the property of others once an event has occurred
- you cannot provide the required property inspection reports as outlined on page 41
- you unreasonably fail to give us information we may ask for, or do not immediately send us documents you have or have received relating to the claim
- you fail to cooperate with our investigations
- you unreasonably fail to assist us with recovering the amount of the claim
- you fail in your duty of disclosure as detailed in this PDS on page 4 or you made a misrepresentation to us before entering into your policy
- you make a fraudulent claim
- loss, damage, injury or legal liability is intentionally caused by you or by a person acting with your consent.

How your claim will affect your sum insured

- **Total loss:** If we pay a claim under part of the policy for the total sum insured, then your insurance cover under the relevant part of the policy will end and no refund will be given. If you were paying by monthly instalments, the balance of your annual premium will be deducted from your claim.

You'll need to take out new insurance to cover any replacement property.

We will continue to cover your legal liability as the owner of the site until the end of your period of insurance, unless cancelled earlier. However this cover will cease immediately if:

- construction commences on your property
- you sell the land or
- you take out a new policy for either building or liability insurance at the site.

If you have a mortgage on the insured property and we are aware of it, we will notify the mortgagee in the event of a total loss claim and follow their instructions for settling the claim in relation to the mortgage.

- **Partial loss:** If your claim is deemed to be a partial loss (that's anything less than the total sum insured), once your claim has been paid we will continue to cover you up to the full sum insured until your policy expires.

8 Making a complaint

If you're not happy about your policy or our service, let us know and we will do our best to resolve your complaint quickly and fairly.

Call us on 13 7267

1. Contact one of our insurance consultants to discuss your complaint first

If our consultant is unable to resolve the matter, they'll refer it to their Team Leader or Manager.

The Team Leader or Manager will respond to your complaint within two business days and try to resolve your complaint within 15 business days. However, if further investigation of the complaint is required, then an alternative timeframe will be discussed with you.



2. If you are not satisfied

If you are still not satisfied with the outcome, you may refer the dispute to our Internal Dispute Resolution Officer, Landlord Insurance, who will arrange for the matter to be reviewed in accordance with our internal dispute resolution process.

**Internal Dispute Resolution Officer
Landlord Insurance**
Mail GPO Box 4451 Sydney NSW 2001
Fax 02 8254 6979

You will be provided with a response to your dispute within 15 business days. In cases where further information, assessment or investigation is required, we will agree on reasonable alternative timeframes.



3. Financial Ombudsman Service

You can refer your complaint to the Financial Ombudsman Service at any time, including if we haven't been able to resolve your complaint to your satisfaction, or 45 days have passed since you first told us about your complaint and you haven't heard back from us. The Financial Ombudsman Service provides a free, independent dispute resolution service to consumers for most general insurance disputes.

Financial Ombudsman Service Limited
Mail GPO Box 3 Melbourne VIC 3001
Phone 1300 780 808 (9am – 5pm AEST weekdays)
Fax 03 9613 6399
Email info@fos.org.au
Website fos.org.au

9 Glossary of defined terms

The following terms have special, defined meanings within the context of this PDS and your policy schedule.

accident an event that happens by chance and is not expected in the normal course of events.

actions or movements of the sea include:

- rises in the level of the ocean or sea
- sea waves
- high tides or king tides
- any other actions or movements of the sea.

the Bank Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714.

building refer to *What's considered a building?* on page 14.

business and commercial purposes any income-earning activity (business, trade, profession, farming, agriculture, etc) where the income needs to be declared to the Australian Taxation Office.

collectible a single item that holds a higher-than-normal value for some reason. For example, one-of-a-kind or irreplaceable items, stamps and medals, special coins, sovereigns and non-negotiable currency.

collection two or more items that form a valuable group and would be less valuable if one was lost or damaged. Accumulated recorded media (CDs, DVDs, etc) is not a collection.

common property any shared area within a Strata, Group or Community Title complex, such as stairs, driveways or car parks.

contents refer to *What's considered contents?* on page 15.

cover the protection provided by your policy.

electronic audio, visual and computer equipment:

- desktop and portable computers, computer game consoles and computer accessories (e.g. printers, scanners and modems)
- video cameras, cameras and photographic equipment
- portable electronic and communications equipment including mobile phones, tablets, organisers, handheld navigational equipment and MP3/MP4 players
- electronic entertainment devices including TVs, DVD/Blu-ray players, video recorders, audio systems and radios.

employee a person:

- employed by you who is defined as or deemed to be a worker or employee, or
- to whom you are liable to pay compensation by any law relating to workers' or employees' compensation.

fixtures and fittings household items that are permanently attached, fitted and fixed to the structure of the building. For example dishwashers, ovens or light fittings.

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) a lake (whether or not it has been altered or modified)
- (b) a river (whether or not it has been altered or modified)
- (c) a creek (whether or not it has been altered or modified)
- (d) another natural watercourse (whether or not it has been altered or modified)
- (e) a reservoir
- (f) a canal
- (g) a dam.

good condition no unrepaired damage, not suffering from wear and tear, gradual deterioration, fading, rust, corrosion, oxidisation, mould or mildew.

guest or **visitor** person temporarily in the home, whose permanent residence is at a different address.

insured event or event a happening which may give rise to a claim within the terms and conditions of this policy.

landlord extras refer to page 34.

landlord's fittings light fittings, fixed carpets and window coverings which, as a landlord, you are legally liable for.

landscaping improvements on the site, separate to the building, such as permanent garden features like statues and water features; imitation grass; and permanent trees, plants or shrubs.

malicious acts deliberate acts intended to harm another person's property through an unlawful or wrongful act without justification or excuse.

mobility scooter a means of transport, usually battery operated, to assist elderly or disabled persons.

negotiable financial documents cash, cheques, money orders etc.

open air an area at the site not lockable and not fully enclosed by walls and a roof.

outdoor decorations such as fixed statues, fixed urns, fixed bird baths and fixed water features and fountains.

partial loss when the value of the loss or damage is less than the full sum insured under the policy.

PDS this Product Disclosure Statement.

period of insurance the period of insurance stated in your policy schedule.

policy schedule the most recent document that we issue to you, which details the choices of cover you have made along with the sums insured and excess. It is issued when you first purchase the policy, when you make certain changes to your policy and when we offer to renew your policy.

premium the amount you pay us for insurance cover. Your total premium amount includes our premium plus Stamp Duty, GST, Fire Services Levy (FSL) and State Emergency Service Levy as applicable.

renovations construction work, alterations or additions that are being carried out on the site.

retaining wall a wall, which is not part of the residential building, designed to hold back or prevent the movement of earth.

site the situation of the residential property stated in the policy schedule where your home is located and the land within the legal boundaries of the property which surrounds the home.

sporting equipment items used for training or participation in a sporting event or game, including bicycles.

storm surge an increase in the sea level caused by a cyclone.

structural additions and improvements in a strata title home unit additions and improvements to the structure of a strata title home unit that aren't covered by the body corporate's building insurance policy.

sum insured the amount you have chosen to insure your building and contents for, as listed in your current policy schedule.

tools and equipment of trade items or equipment owned by you that are used wholly or partly in any business, trade or profession which derive income or where a tax deduction is to be or has been declared.

total loss when the property insured is damaged or destroyed to such an extent it cannot be rebuilt or repaired and/or the total sum insured under the policy has been exhausted.

tsunami an ocean wave caused by undersea earthquake or volcanic eruption.

unliveable when a building is so damaged that normal domestic activities like cooking, sanitation and personal hygiene cannot take place, and local authorities will not provide permission for the home to be inhabited.

unoccupied no person living and sleeping in the home.

we, our or **us** Westpac General Insurance Limited ABN 99 003 719 319.

Westpac Group Westpac Banking Corporation and its related bodies corporate, which includes Westpac General Insurance Limited.

window coverings internal curtains and blinds.

you, your, or **insured** any person named as 'the insured' in the policy schedule; any spouse, de-facto spouse, partner, parent, grandparent, child or grandchild who normally lives in the home with that named person; and, in relation to Building cover only, any person who has an interest in the property.

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11.1 Protecting your privacy

We are committed to protecting and maintaining the privacy, accuracy and security of your personal information. Australian privacy legislation gives individuals protection when it comes to the collection and use of their personal information. For full details on how we protect and maintain your privacy, please refer to the Westpac Privacy which is available at westpac.com.au/privacy.

We will collect and use your personal information to assess your application for the insurance, to help you choose the right cover, to calculate your premium, to allow us to administer the policy, for product development and to provide you with information about other products and services that may interest you. If requested to provide a current Insurance Certificate, we may disclose your information to your financial institution or mortgage broker. If a claim is made under the policy, your information will be used to investigate and assess the claim. Depending on the type of claim, we may also disclose information to (and collect information from) you, your financial institution, other insurers, claim assessors, investigators, insurance reference bureaus and reinsurers.

For these purposes, your information may be collected by, disclosed to and used by us, our related companies, and by anyone engaged to do something on our or their behalf, including service providers located in India. We may also disclose your information to other entities which are not listed above (such as domestic and overseas regulators and other government agencies), where it is required or authorised by law (in any jurisdiction) or where you have otherwise consented.

If you do not provide us with the personal information that we request, we may not be able to provide you with insurance or administer your policy.

You can access most personal information that we hold about you (sometimes there will be a reason why that is not possible, in which case you will be told why). To find out what sort of personal information we hold about you, or to make a request for access, telephone us on 132 032. The Westpac Privacy Policy contains information about how you may access the personal information we hold about you and, if relevant, seek correction of such information.

From time to time, we or our related companies may contact you with, or send you, information about other products and services that we feel might be of relevance or benefit. Although we encourage you to receive this information, it is not compulsory.

If you do not wish to receive it, advise us by calling 132 032 or writing to GPO Box 3433, Sydney NSW 2001. If you have already told us you do not wish to receive information of this sort, you do not need to do this.

If you feel we have failed to comply with our privacy obligations, the Westpac Privacy Policy also contains information as to how you can make a complaint and how we will deal with your complaint.

11.2 The General Insurance Code of Practice

We have adopted and support the voluntary General Insurance Code of Practice. This is a self-regulatory code which sets the standards for the conduct of insurance business in Australia. These standards include appropriate procedures for resolving any dispute that could occur while your policy is current. Should you need further information regarding the Code of Practice, call us.

11.3 Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that Westpac General Insurance Limited becomes insolvent.

Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at apra.gov.au and the APRA hotline on 1300 55 88 49.

We're here when you need us

Enquire about your policy on 13 7267

Claim on 1300 652 334

Visit rams.com.au/landlord

Mail us at GPO Box 4451 Sydney NSW 2001

