



# LANDLORD INSURANCE

Product Disclosure Statement

Effective date 5 April 2021

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

Like all insurance, there are exclusions and limitations. For example, this policy isn't designed to cover loss or damage caused by a failure to maintain your property, gradual wear and tear, or deterioration.

It's important to read this Product Disclosure Statement (PDS) carefully, to make sure this insurance is right for you.

This PDS can help make choosing your cover, understanding your policy, and knowing how to claim simpler.

For help in determining your sum insured for your Building cover, you can use the home calculator at [rams.com.au/landlord](https://rams.com.au/landlord).

ASIC's MoneySmart website at [moneysmart.gov.au](https://moneysmart.gov.au) provides further information about how to choose a home insurance policy, and how to avoid underinsuring your property.

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

**Call** 13 7267

**Visit** [rams.com.au/landlord](https://rams.com.au/landlord)

**Ask** at your local RAMS Home Loan Centre

Cover is subject to us accepting your application.

Your duty of disclosure.

**What you need to tell us:** When you apply for insurance, you have a duty of disclosure under the *Insurance Contracts Act*.

We will ask you questions that are relevant to the decision whether to insure you and on what terms. When answering the questions, you must tell us everything that you know and that a reasonable person in the circumstances would include in their answer.

You have this duty until we agree to insure you.

**What happens if you do not tell us**

**something:** If you do not tell us anything you are required to tell us, we may cancel your policy or reduce the amount payable if you make a claim, or both (including in relation to any renewed policy). If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the policy as if it never existed (including in relation to any renewed policy).

**Who is the insurer?**

RAMS Landlord Insurance is issued by Westpac General Insurance Limited ABN 99 003 719 319 ('we', 'us', 'our'), except for Landlord Workers' Compensation cover (where applicable) which is issued by Allianz Australia Insurance Limited ABN 15 000 122 850. We are not a bank or other authorised deposit-taking institution.

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 insurance needs. The insurance is not a deposit with, or liability of, the Bank, and the Bank does not guarantee the insurance.

# Welcome to Landlord Insurance.

## Things you should know.

Your policy will help cover you should an insured event occur during your period of insurance.

The insured events are described in section 4.3 on pages 19 to 28.

Insurance can't cover absolutely everything. Part 3 on pages 15 to 16 describes the general exclusions.

Exclusions and limits that apply to claims in certain circumstances are explained throughout this PDS, and items with specific limits are listed in section 4.5 on page 36.

This cover is available only for residential properties located in Australia.

## 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.

## Cancellation and the 21 day cooling off period.

If you're not satisfied with your policy, you can cancel it at any time.

If you cancel your policy within 21 days of your policy commencing, you will receive a full refund of any premium you've paid (as long as you haven't made a claim). For more information, refer to *Cancelling your cover* on page 13.

## When does your cover end?

Your cover will expire at the end of the period of insurance shown in your policy schedule (usually 12 months), unless cancelled by you or us earlier.

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.

## Protection from tenants' acts.

You can opt to insure your property for events caused by your tenant such as Rent Default, Malicious Damage and Theft by your tenant by selecting optional Landlord Extras cover.

Part 5 on pages 37 to 39 explains how this works and what is covered under this option.

## When you need to claim.

Should something happen to your home or your belongings, we know you'll want help fast. See part 7 on pages 44 to 48 where we explain how to make a claim, what you need to do and how we will manage your claim.

If you do claim, you will need to pay a policy excess. You can choose the level of excess when you take out or vary your policy, which may affect your premium. Please see section 2.5 on page 11 for details about policy excesses.

## Tips to keep your property in great shape.

As an investment property owner, there are things you can do to keep your property in tip-top shape to prevent or reduce damage.

**Keep up maintenance** – keep gutters and rooftops clear of leaves, replace any cracked or missing roof tiles.

**Repair any defects** – address any poor workmanship and design or structural issues.

**Watch for wear and tear** – check external areas, such as roofs and balconies, for deterioration.

**Check for water leaks** – inspect dishwasher and washing machine hoses for cracks and check wet areas for mould and leaks.

**Make sure drains are working** – fix any leaking pipes and flush gutters and drainpipes to ensure they're not blocked.

**Look for environmental damage** – keep an eye out for cracks in walls, driveways and retaining walls, and fix any sections of ceiling or roof that are sagging.

## We're here to help.

If you have any questions, please call us.

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# 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 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 17.

**Contents**  
Check what's covered.  
Refer to page 18.

**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 37.

Step 2 How much cover do you need?		Essential Care	Quality Care
Compare the differences below to see which level of cover may suit you – Essential Care or Quality Care.		<b>Basic cover for insured events plus some additional benefits.</b>	<b>Higher cover for insured events, with additional benefits.</b>
<b>A. Insured events</b>  If you choose Building and/or Contents cover you are covered for loss or damage caused by these events. Refer to page 19.	<b>Theft</b>	✓ Cover provided for building and contents. For Contents cover, theft is only covered if the theft occurs from inside a fully enclosed lockable building at the insured site.	✓ Cover provided for building and contents. For Contents cover, theft is covered if the theft occurs from a fully enclosed and lockable building and for up to \$2,000 in the open air at the insured site.
	<b>Storm, flood, fire, lightning, earthquake, impact, explosion</b>	✓ Storm cover excludes damage to gates, fences, and freestanding walls.	✓
	<b>Escape of liquid</b>	✓ Excludes loss or damage resulting from liquid escaping from a shower recess.	✓
	<b>Malicious acts and unrest</b>	✓	✓
	<b>Accidental breakage of glass</b>	X	✓
	<b>Electrical motor burnout</b>	X	✓
<b>B. Additional benefits – examples</b>  Here are some examples of additional benefits	<b>Building cover – safety net</b>	Up to 10% of your sum insured.	Up to 20% of your sum insured.
	<b>Contents cover – safety net</b>	Up to 5% of your sum insured.	Up to 10% of your sum insured.
	<b>Building cover – Loss of rent if the property is unliveable from an insured event</b>	X	Up to 10% of your sum insured or for 12 months from the date of the event, whichever is less.
<b>C. Contents cover limits – examples</b>  Here are some examples of contents that are covered, but only up to a certain amount. Full list on page 36.	<b>Artwork</b>	Up to \$3,000 in total.	Up to \$10,000 in total.
	<b>Televisions, stereos, VCRs, DVD/Blu-ray players and recorders</b>	Up to \$3,000 in total.	Up to the sum insured.
<b>D. Other cover included</b>	<b>Legal Liability</b>	Up to \$20 million.	Up to \$20 million.

*If you have Quality Care and, in the event of a claim, the benefit payable under Essential Care would be greater, then the greater benefit will be paid.*

## 2 How your policy works.

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 and you can read the full list and their meanings in part 9 *Glossary of defined terms* on pages 50 to 51. Some important words to know upfront are shown here:

**You, your or insured** means:

- any policyholder,
- in relation to Building cover, any person who has a legal or equitable interest in the insured property (e.g. a mortgagee), and
- in relation to Contents cover for a strata title property, any person who has a legal or equitable interest in the insured property (e.g. a mortgagee).

**We, our or us** means the insurer identified on the inside front cover.

### 2.2 About your contract.

**Your insurance documents.**

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

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 43.

You should read this PDS and 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 the Australian state or territory of the residential property stated in the policy schedule. Any part of this policy which is, or becomes, unlawful is invalid to the extent of that unlawfulness.

#### **These documents may change.**

Where there is a change to information in this PDS that is not materially adverse to you, the updated information will be available on our website or by calling for a free paper copy.

For new or renewing policyholders, any changes to information in this PDS will be included in a supplementary or replacement PDS, which we will give to you.

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*) in person, by post or by email to the addresses you've provided.

#### **Policies with more than one policyholder.**

If there is more than one policyholder, each policyholder agrees that:

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

If you personally give or receive a notice or document in relation to the policy, you must tell each other policyholder 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 policyholder 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 policyholder 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.

### **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 bushfire for a specified period from when you purchase, or vary your policy.

Your current policy schedule will show any special conditions that apply to your policy.

## **2.3 Your sum insured.**

The 'sum insured' is the amount for which each of your building, contents, Landlord Extras and legal liability are covered – they will be shown in your policy schedule.

When you apply for cover you choose the sum insured for your Building and/or Contents policy. We will inform you if your requested sum insured is less than our minimum acceptable sum insured or greater than our maximum acceptable sum insured.

Each time we offer to renew your policy, we will automatically adjust the sum insured for your Building cover and/or Contents cover (as applicable) to make an allowance for inflation and the increased costs of construction materials, goods and services (for Building cover) and replacement costs (for Contents cover). This helps reduce your risk of being underinsured. This will also result in an increase to your premium.

If you want to adjust your sum insured at any time, please let us know.

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

For help in determining the sum insured for your Building and/or Contents cover, you can use the home and contents calculators on our website.

### **Keep your sum insured up to date.**

You can apply to change your sum insured at any time to ensure you remain appropriately covered. We recommend reviewing your cover regularly to take into account things such as:

- upgrades or renovations, and
- changes to building codes, e.g. after a bushfire event.

### **You've got a safety net just in case.**

Your Building cover and Contents cover include extra protection, in addition to your sum insured, to help cover 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* section starting on page 29.

## **2.4 Your premium.**

### **How is your premium calculated?**

Your premium is made up of the amount you pay for your cover plus any applicable government charges and GST, which are shown separately on your policy schedule. Government charges differ in each state and territory 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 anticipated exposure to insured events, such as bushfire, storm, flood and theft, based on factors such as:
  - your property's location,
  - the building construction materials e.g. double brick, timber,
  - the type of building e.g. apartment, freestanding house, strata title,
  - when your building was constructed, and
  - security features, such as an alarm system,
- your level of cover, your sum insured and excess, and
- the expected cost of claims and business expenses.

In addition, when calculating your premium, we may take into account how long you have held your policy and the premiums that you have previously paid to help ensure that we can minimise any significant premium changes. As such, different premium rates may apply to new policyholders and renewing policyholders.

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

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

#### **Building cover and Contents cover:**

- 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 voluntary excess chosen for your policy, the lower your premium.

#### **Landlord Extras cover:**

- An additional premium applies for Landlord Extras cover. The higher the sum insured of your Building and/or Contents cover, the higher your Landlord Extras premium.

#### **Reducing your premium.**

Discounts may apply to your premium, subject to maximum discount thresholds, including:

- Your Building and Contents cover are combined in one policy.
- You do not make any claims (no claim discount).

We may also offer other discounts from time to time.

#### **Increases to your premium on renewal.**

Each time we offer to renew the policy, we will automatically adjust the sum insured for your Building cover and/or Contents cover (as applicable) to make an allowance for increased costs of construction materials and goods (for Building cover) and replacement costs (for Contents cover).

This will also result in an increase to your premium. If you want to adjust your sums insured at any time, please let us know.

#### **No claim discounts.**

You may be eligible to receive a 'no claim discount' on your premium. When you initially take out a policy, your 'no claim discount' will be based on your previous claims history. The 'no claim discount' then increases by 5% for each claim free year, up to a maximum discount of 15%. If we agree to pay a claim, any 'no claim discount' you have will be reduced at your next renewal date by 5% for each benefit paid, for example a Building benefit and/or a Contents benefit.

## Paying your premium.

You can pay your premium annually or by monthly instalments – we won't charge a fee to pay by monthly instalments (however, check with your financial institution to see if charges apply).

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.

If you pay by direct debit and we offer to renew cover, we will automatically renew your policy and continue to debit premiums unless you tell us otherwise.

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, and
- 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 14.

## Changes to your premium.

When you ask us to make a change to your policy, and we agree, we may need to refund a portion of your premium or you may need to pay us additional premium to reflect the change in cover.

If you pay your premium by monthly instalments, your future monthly instalments will be automatically updated to reflect any change in premium.

If you pay your premium annually, we will send you a notice for payment if any additional premium is owing, or provide you with a refund, to reflect any change in premium.

## What happens if you don't pay your premium?

If you don't pay your premium, we may cancel your policy. For more details, refer to *When can we cancel your policy?* on page 14.

## Payment of amounts of \$1 or less.

If any premium that you owe us or we owe you at any time is \$1 or less, we may choose not to refund the difference or not to request payment of the additional amount. We will donate any surplus received by us to a registered charity of our choosing on an annual basis.

## 2.5 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.

### Your excess options:

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

However, in some instances, we may impose an additional 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 cover and Contents cover,
- Building cover and Landlord Extras cover,
- Contents cover and Landlord Extras cover, or
- Building cover, Contents cover and Landlord Extras cover,

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

## 2.6 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 can read details in the *Lodging a claim* section starting on page 44.

## 2.7 Notify us about any changes.

You must 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 then discuss specific changes to your cover, for example changes in premium, conditions, limits, exclusions or when cover will stop. We'll confirm the agreed changes in writing, if applicable.

**You must notify** us before or as soon as you become aware that:

- the insured property will become unoccupied for more than 60 consecutive days. Unless we agree otherwise, your policy will provide only limited cover if the insured property has been unoccupied for more than 60 consecutive days. For more details, refer to *If your property will be unoccupied* on page 12,
- you have more than three people living in the home who are not a family member of the tenant.
- there are plans to build, renovate, make structural alterations or additions, demolish or relocate a building at the insured site. Unless we agree otherwise, your policy will provide only limited cover while construction, renovations, structural alterations, additions or demolition or relocations are being carried out. For more details refer to *Before you begin building or renovating* on page 13,
- the insured property has existing unrepaired damage,
- the insured property is not watertight, well maintained, structurally sound and secure,

- security devices that any insured previously told us about have been removed or are no longer working,
- the insured property will be used for any business, trade or profession (other than use as a home office, for tutoring, or for ad hoc babysitting). Unless we agree otherwise, your policy will not provide any cover while your insured property is being used for any business, trade or other profession. For more details refer to *General exclusions* on pages 15 to 16,
- the occupancy of a building on the insured site will change e.g. moving into the building yourself or the property will become your holiday home,
- the insured property will be sold. Your policy will not provide any cover from the date risk transfers upon the sale of the insured property, and you will be entitled to a partial refund of premium,
- any contents insured under the policy will be moved into storage (including onsite storage),
- your postal address will be changing,
- any insured has been convicted of, or had fines or penalties imposed, for any crime involving drugs, dishonesty, arson, theft, fraud or violence against any person or property in the past five years,
- any insured has had any Home and Contents insurance or Landlord insurance declined or cancelled in the past five years.

### **If your property will be unoccupied.**

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

Unless we agree otherwise, your policy will not cover the following insured events if the insured property is unoccupied for more than 60 consecutive days:

- Escape of Liquid, if it originates from the insured site,
- Fire, if it originates from the insured site,
- Theft, or

- Malicious acts and unrest.

If we agree to continue providing full 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, and
- 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 will advise you if we can continue to provide you with full cover.**

### **Before you begin building or renovating.**

If you plan to build, renovate, make structural alterations or additions, demolish or relocate a building at the insured site, you need to inform us before work begins. Unless we agree otherwise, your policy will not provide Building, Contents or Legal Liability cover while construction, renovations, structural alterations, additions, demolitions or relocations are being carried out.

For example, you must tell us about any extensions to buildings, new outbuildings and building work to the structural elements of your property: the roof, external walls, foundations (including stumps, stilts and poles), internal load-bearing walls, staircases, balconies, exterior doors and windows. You do not need to tell us about non-structural improvements such as redecorating a room or laying new carpet.

Your policy won't cover any legal liability that arises during construction of your building or from building work costing more than \$50,000. For more details, refer to *Legal Liability cover* on pages 40 to 42.

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

## **2.8 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.

If you pay by direct debit and we offer to renew cover, we will automatically renew your policy and continue to debit premiums unless you tell us otherwise.

Each time we offer to renew your policy, we will automatically adjust the sum insured for your Building cover and/or Contents cover (as applicable) to make an allowance for inflation and increased costs of construction materials and goods and services (for Building cover) and replacement costs (for Contents cover). This will also result in an increase to your premium.

If you want to adjust your sum insured at any time, please let us know.

## **2.9 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 in writing.

The cancellation takes effect from the date we receive your request, or such later date as you request.

If you do not advise us of your intention to cancel your policy:

- for a monthly premium instalment policy – we will continue to provide cover and debit monthly premium instalments, or
- for an annual premium payment policy – we will continue to provide cover until the end of the current period of insurance.

We will not backdate your cancellation.

If you cancel your policy after the 21 day cooling off period (refer to page 3 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 (including any renewed policy) for any of the reasons described in the *Insurance Contracts Act*, including if you made a misrepresentation to us before entering into the insurance, 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, other than:

- Legal Liability Cover (refer to section 6.1 on pages 40 to 42), except as otherwise stated, and
- Landlord Workers Compensation cover (refer to section 6.2 on page 43).

## What types of loss and damage are excluded.

Your policy does not cover loss or damage in the following situations.

Any loss or damage to the extent that it is caused by or arises from:

- defects in design, structure, materials, workmanship or construction at the insured site or strata site if your home is under a strata title or similar plan, which you knew about or should have reasonably known about at the time of the loss or damage arising,
- failure to take reasonable steps to keep the insured property watertight, well maintained, structurally sound and secure, for example:
  - a storm can highlight defects rather than cause them, and
  - damage due to lack of maintenance is not covered.

Refer to *Tips to keep your property in great shape* on page 3 for examples of some of the steps you can take.

- tenants' or their guests' neglect of the property or poor housekeeping, or
- the smoke or fumes from cigarettes or drugs used in the property.

Any loss or damage that is predominantly caused by or arises from:

- wear and tear, gradual deterioration, or fading,
- rust, corrosion, oxidation, mould, mildew or atmospheric conditions, unless it is a direct result of an insured event,
- earth or soil movement including landslide, subsidence, erosion or heave, unless it is a direct result of an insured event,
- settling, expansion, shrinkage or vibration, unless it is a direct result of an insured event,
- actions or movements of the sea or high water (other than storm surge and tsunami),
- hydrostatic pressure,
- invasive tree roots, which you knew about or should reasonably have known about at the time of loss or damage arising,
- vermin, insects or pests,
- animals or birds biting, chewing or scratching,
- acts by you, or someone acting with your consent, which are intended to cause loss or damage to your property,
- unlawful acts by you or someone acting with your consent,
- any person, organisation or authority who legally damages or destroys or confiscates any insured property, unless it's a direct result of an insured event or to mitigate loss to your property, or adjacent property, for example loss due to water damage to an insured property while putting out a fire at an adjacent property,
- malicious acts of a person who is at the insured site with your consent or the consent of someone who lives at the insured site (unless optional Landlord Extras cover applies, refer to page 37),
- computer virus, hacking, cyber-attack or similar occurrence.

Any loss or damage to the extent that it is caused by or arises from:

- 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, or
- chemical or biological materials or contamination caused by chemical or biological materials.

Any loss or damage to common property where the home is part of a strata, group or community title plan.

Any loss or damage to the extent that it is covered by a warranty, guarantee or service contract.

The costs associated with obtaining approvals to replace structures that were erected by you or at your request, without obtaining all legally required approvals.

In addition to the above types of loss and damage, your policy does not cover consequential financial loss, e.g. loss of profits.

## **When your policy does not provide cover.**

Your policy does not provide cover:

- while your property, or any part of your insured site, is being used for any business, trade, profession, occupation or commercial purposes, e.g. use as a farm, guest house, display home, club house, boarding house or commune, unless we agree otherwise (other than use as a home office, for tutoring, or for ad hoc babysitting),
- after the date risk transfers upon the sale of the insured property.

# 4 Landlord Building and Contents cover.

## 4.1 What's considered a building?

### ✓ Building means:

Residential building(s) on the insured site which includes structural improvements, fixtures and fittings including:

#### The basics.

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

#### 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 e.g. carpets, wallpaper and tiles,
- floorboards, including floating floorboards,
- fixed internal and external window coverings, including curtains, blinds, awnings and screens,
- 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 and fittings, and
- solar panels.

#### Home office rooms.

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

#### Other residential 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 located within the insured site or where the structure begins or terminates on the insured site, provided that the wharf, jetty or pontoon is not publicly accessible by land, and
- tanks that store heating oil, gas or water.

### × Building does not mean:

#### Greenery and outdoor decorations.

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

#### Business, farming, or blocks over 40,000 square metres.

- buildings or structures used for business, trade, professional, occupational or commercial purposes (other than use as a home office, for tutoring or for ad hoc babysitting),
- buildings or sites used for farming activity, or
- buildings located on sites exceeding 40,000 square metres.

#### Other structures.

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

#### Strata property.

- common property where the home is part of a strata group, company or community title plan.



## 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 insured site, including:

#### General household items.

- furniture, furnishings,
- kitchenware, towels, linen,
- appliances (including unfixed dishwashers),
- books,
- artwork,
- fixed and unfixed carpets and rugs (if you also have Building cover, payment will be made under your Building cover only),
- internal window coverings e.g. blinds, curtains, (if you also have Building cover, payment will be made under your Building cover only),
- floating floorboards in a home which is part of a strata title plan,
- televisions, stereos, VCRs, DVD/Blu-ray players and recorders, and
- portable heaters and vacuum cleaners.

#### Outdoor items.

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

#### Structural additions and improvements.

- structural additions and improvements to a home which is part of a strata title plan, which are not otherwise insured under the body corporate or equivalent's building insurance policy. These may include, but are not limited to internal walls and light fittings, and
- any fixtures and fittings installed by the insured (e.g.: towel rails, curtain rods).

### ✗ Contents does not mean:

#### General household items.

- clothing and personal effects, toys,
- jewellery, watches, unset stones and unattached charms,
- collections and collectibles,
- firearms,
- mobile phones, other portable electronic and communication equipment, tablets, desktop and portable computers, and their 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, and
- items stored at the property and not used by the tenant.

#### Personal aids.

- wheelchairs, mobility scooters, or
- personal portable medical equipment for example insulin pumps, hearing aids, dentures, prosthetics.

#### Guests' belongings.

- guests' or visitors' belongings.

#### Vehicles.

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

#### Greenery and animals.

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

#### Business items such as:

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

#### Other.

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

**Some contents items have limits on cover. Refer to page 36 for details.**

### 4.3 Insured events (Building cover and Contents cover).

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 summary.	Essential Care	Quality Care	Page
<b>Earthquake</b>	✓	✓	<b>20</b>
<b>Escape of liquid</b>	✓ Excludes loss or damage resulting from liquid escaping from a shower recess.	✓	<b>21</b>
<b>Explosion</b>	✓	✓	<b>21</b>
<b>Fire</b>	✓	✓	<b>22</b>
<b>Flood</b>	✓	✓	<b>23</b>
<b>Impact</b>	✓	✓	<b>24</b>
<b>Lightning</b>	✓	✓	<b>24</b>
<b>Malicious acts and unrest</b>	✓	✓	<b>25</b>
<b>Storm</b>	✓ Excludes damage to gates, fences and freestanding walls	✓	<b>26</b>
<b>Theft</b>	✓ Cover provided for building and contents. For Contents cover, theft is only covered if the theft occurs from a fully enclosed and lockable building at the insured site.	✓ Cover provided for building and contents. For Contents cover, theft is covered if the theft occurs from a fully enclosed and lockable building and for up to \$2,000 in the open air at the insured site.	<b>27</b>
<b>Accidental breakage of glass</b>	×	✓	<b>27</b>
<b>Electrical motor burnout</b>	×	✓	<b>28</b>


*If you have Quality Care and, in the event of a claim, the benefit payable under Essential Care would be greater, then the greater benefit will be paid.*

## Insured events.

Depending on whether you have Building cover or Contents cover, we will insure your building and/or contents at the insured site against loss or damage caused by the following events if they occur during your period of insurance.

✓ indicates that cover is provided under a specific type of policy, subject to the terms and conditions of the policy.

X indicates that cover is not provided under a specific type of policy.

 <b>Earthquake.</b>	Essential Care	Quality Care
<p><b>Covered.</b> Loss or damage caused by earthquake. For every claim we agree to pay, your excess will be the greater of your basic excess or \$300.</p>	✓	✓
<p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• Loss or damage to the extent that it is caused by or arises from:           <ul style="list-style-type: none"> <li>– defects in design, structure, materials, workmanship or construction at the insured site (or strata site if your building is under a strata title or similar plan), which you knew about or should reasonably have known about at the time of the loss or damage arising, or</li> <li>– failure to take reasonable steps to keep the insured property watertight, well maintained, structurally sound and secure (refer to <i>Tips to keep your property in great shape</i> on page 3 for examples of some of the steps you can take).</li> </ul> </li> <li>• Loss or damage that is predominantly caused by or arises from:           <ul style="list-style-type: none"> <li>– wear and tear, or gradual deterioration,</li> <li>– hydrostatic pressure,</li> <li>– earth or soil movement including landslide, subsidence, erosion or heave, unless it is a direct result of an earthquake during the period of insurance, or</li> <li>– settling, expansion, shrinkage or vibration, unless it is a direct result of an earthquake during the period of insurance.</li> </ul> </li> </ul>		

**Escape of liquid.**

	Essential Care	Quality Care
<p><b>Covered.</b></p> <p>Loss or damage caused by the accidental escape of liquid from any fixed pipe, fixed tank, waterbed, fish tank, or fixed item used to hold liquid, but not escape of liquid which is evident and which you fail to rectify.</p> <p>We will also pay reasonable exploratory costs for non-invasive leak detection to locate the source of the damage, provided we have agreed to pay for the loss or damage caused by the escape of liquid.</p>	✓	✓
<p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• Loss, damage or repairs to the item from which the liquid escaped, and if the liquid escaped from a shower recess or shower base or wet room, the associated cost of re-tiling or waterproofing the walls or floor of the shower recess, shower base or wet room.</li> <li>• Repair or replacement of undamaged parts of your building and/or contents to match property that has been repaired or replaced.</li> <li>• Loss or damage that is predominantly caused by or arises from: <ul style="list-style-type: none"> <li>– hydrostatic pressure,</li> <li>– invasive tree roots, which you knew about or should reasonably have known about at the time of loss or damage arising,</li> <li>– acts by you, or someone acting with your consent, which are intended to cause loss or damage to your property, or</li> <li>– unlawful acts by you or someone acting with your consent.</li> </ul> </li> <li>• Unless we agree otherwise, your policy will not cover loss or damage if the insured property has been unoccupied for more than 60 consecutive days.</li> </ul>		

**Explosion.**

<p><b>Covered.</b></p> <p>Loss or damage caused by an explosion.</p>	✓	✓
<p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• Loss or damage to the extent that it is caused by or arises from: <ul style="list-style-type: none"> <li>– defects in design, structure, materials, workmanship or construction at the insured site (or strata site if your home is under a strata title or similar plan) which you knew about or should reasonably have known about at the time of the loss or damage arising, or</li> <li>– failure to take reasonable steps to keep the insured property well maintained, structurally sound and secure (refer to <i>Tips to keep your property in great shape</i> on page 3 for examples of some of the steps you can take).</li> </ul> </li> <li>• Loss or damage that is predominantly caused by or arises from: <ul style="list-style-type: none"> <li>– acts by you, or someone acting with your consent, which are intended to cause loss or damage to your property,</li> <li>– unlawful acts by you or someone acting with your consent,</li> </ul> </li> </ul>		

*continued next page*

**Not covered (continued).**

- any person, organisation or authority who legally damages or destroys or confiscates any insured property, unless it's a direct result of an insured event, or to mitigate loss to your property,
- malicious acts of a person who is on the insured site with your consent or the consent of someone who lives at the insured site,
- wear and tear, or gradual deterioration, or
- hydrostatic pressure.

**Fire.****Essential  
Care****Quality  
Care****Covered.**

Loss or damage caused by fire where there was a flame.

Loss or damage caused by smoke from:

- a bushfire,
- a fire on your property, or
- a fire originating from your neighbour's property.

✓

✓

**Not covered.**

- Loss or damage that is caused by or arises from:
  - 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, or
  - scorching or melting where there was no flame.
- Loss or damage that is predominantly caused by or arises from:
  - acts by you, or someone acting with your consent, which are intended to cause loss or damage to your property,
  - unlawful acts by you, or someone acting with your consent,
  - any person, organisation or authority who legally damages or destroys or confiscates any insured property, unless it's a direct result of an insured event or to mitigate loss to your property, for example loss due to water damage to an insured property while putting out a fire at an adjacent property,
  - malicious acts of a person who is on the insured site with your consent or the consent of someone who lives at the insured site, or
  - wear and tear, or gradual deterioration.
- Loss or damage to the extent that it is caused by or arises from:
  - defects in design, structure, materials, workmanship or construction at the insured site (or strata site if your home is under a strata title or similar plan) which you knew about or should reasonably have known about at the time of the loss or damage arising, or
  - failure to take reasonable steps to keep the insured property well maintained, structurally sound and secure (refer to *Tips to keep your property in great shape* on page 3 for examples of some of the steps you can take).
- Unless we agree otherwise, your policy will not cover loss or damage if the insured property has been unoccupied for more than 60 consecutive days.

**Flood.**

	Essential Care	Quality Care
<p><b>Covered.</b></p> <p>Loss or damage caused by flood, including tsunami and storm surge.</p>	✓	✓
<p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Loss or damage caused by or resulting from actions or movements of the sea or high water (other than storm surge and tsunami).</li> <li>• Loss or damage to retaining walls, paths, driveways, bridges or landscaping.</li> <li>• Loss or damage to the extent that it is caused by or arises from: <ul style="list-style-type: none"> <li>– defects in design, structure, materials, workmanship or construction at the insured site (or strata site if your home is under a strata title or similar plan), which you knew about or should reasonably have known about at the time of the loss or damage arising, or</li> <li>– failure to take reasonable steps to keep the insured property well maintained, structurally sound and secure (refer to <i>Tips to keep your property in great shape</i> on page 3 for examples of some of the steps you can take).</li> </ul> </li> <li>• Loss or damage that is predominantly caused by or arises from: <ul style="list-style-type: none"> <li>– hydrostatic pressure, or</li> <li>– wear and tear, or gradual deterioration.</li> </ul> </li> </ul>		



### Impact.

#### Covered.

Loss or damage caused by collision with your building and/or contents by:

- falling trees or branches,
- any vehicle or its load, except to the extent that the vehicle was in your control,
- watercraft, aircraft, spacecraft, or parts or items falling from them, except to the extent that the craft was in your control,
- model or toy aircraft, drones, or parts of items falling from them, except to the extent that the craft or drone was in your control,
- space debris,
- a television or radio aerial or its mast, or
- any animal, except those kept at the site.

Essential  
Care

✓

Quality  
Care

✓

#### Not covered.

- Loss or damage that is caused by or arises from tree lopping or felling if done by you or with your consent.
- Loss or damage that is predominantly caused by or arises from:
  - acts by you, or someone acting with your consent, which are intended to cause loss or damage to your property,
  - unlawful acts by you or someone acting with your consent,
  - any person, organisation or authority who legally damages or destroys or confiscates any insured property, unless it's a direct result of an insured event, or to mitigate loss to your property,
  - malicious acts of a person who is on the insured site with your consent or the consent of someone who lives at the insured site, or
  - wear and tear or gradual deterioration.
- Loss or damage to the extent that it is caused by or arises from:
  - defects in design, structure, materials, workmanship or construction at the insured site (or strata site if your home is under a strata title or similar plan) which you knew about or should reasonably have known about at the time of the loss or damage arising, or
  - failure to take reasonable steps to keep the insured property well maintained, structurally sound and secure (refer to *Tips to keep your property in great shape* on page 3 for examples of some of the steps you can take).



### Lightning.

#### Covered.

Loss or damage caused by lightning.

✓

✓



### Malicious acts and unrest.

	Essential Care	Quality Care
<p><b>Covered</b></p> <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• malicious acts, or</li> <li>• industrial or political unrest, or attempts by a legal authority to stop or control industrial or political unrest.</li> </ul>	✓	✓
<p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• Any loss or damage that is predominantly caused by or arises from:               <ul style="list-style-type: none"> <li>– acts by you, or someone acting with your consent, which are intended to cause loss or damage to your property,</li> <li>– unlawful acts by you or someone acting with your consent,</li> <li>– any person, organisation or authority who legally damages or destroys or confiscates any insured property, unless it's a direct result of an insured event, or to mitigate loss to your property,</li> <li>– a computer virus, hacking, cyber attack or similar occurrence, or</li> <li>– an accident.</li> </ul> </li> <li>• Unless we agree otherwise, your policy will not cover loss or damage if the insured property has been unoccupied for more than 60 consecutive days.</li> </ul>		



**Storm.**


	Essential Care	Quality Care
<p><b>Covered.</b></p> <p>Loss or damage caused by storm, including cyclone, hail, wind, snow or rain.</p>	<p>✓</p> <p>Excludes damage to gates, fences and freestanding walls</p>	<p>✓</p>
<p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• Loss or damage caused by: <ul style="list-style-type: none"> <li>– storm for a period of 48 hours, or</li> <li>– cyclone for a period of 5 days,</li> </ul> <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> </li> <li>• Loss or damage to: <ul style="list-style-type: none"> <li>– retaining walls, paths, driveways, bridges or landscaping,</li> <li>– fabric awnings, blinds or shade sails, unless professionally installed and less than 5 years old,</li> <li>– plastic liners or covers for swimming pools or spas,</li> <li>– water in swimming pools or spas, or</li> <li>– external paint or coatings caused by rain.</li> </ul> </li> <li>• Loss or damage caused by or resulting from: <ul style="list-style-type: none"> <li>– gradual deterioration from hail, wind, snow or rain,</li> <li>– hail, wind, snow or rain entering the building: <ul style="list-style-type: none"> <li>– while construction work, structural alterations or additions are being carried out,</li> <li>– as a result of doors, windows or other man-made openings not being closed, or</li> <li>– through an opening not created by the storm or other insured event,</li> </ul> </li> <li>– water seeping or running through or down the sides of earth or earth fill that is up against your building, or</li> <li>– actions or movements of the sea or high water (other than storm surge and tsunami).</li> </ul> </li> <li>• Loss or damage to the extent that it is caused by or arises from: <ul style="list-style-type: none"> <li>– defects in design, structure, materials, workmanship or construction at the insured site (or strata site if your home is under a strata title or similar plan), which you knew about or should reasonably have known about at the time of the loss or damage arising,</li> <li>– failure to take reasonable steps to keep the insured property well maintained, structurally sound and secure (refer to <i>Tips to keep your property in great shape</i> on page 3 for examples of some of the steps you can take).</li> </ul> </li> <li>• Loss or damage that is predominantly caused by or arises from wear and tear, or gradual deterioration.</li> </ul>		

**Theft.**

	Essential Care	Quality Care
<p><b>Covered.</b> Loss or damage caused by theft or attempted theft.</p>	<p>✓ Cover provided for building and contents. For Contents cover, theft is only covered if theft occurs from a fully enclosed and lockable building at the insured site.</p>	<p>✓ Cover provided for building and contents. For Contents cover, theft is covered if theft occurs from a fully enclosed and lockable building and for up to \$2,000 in the open air at the insured site (refer to page 36).</p>
<p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• Loss or damage if the theft or attempted theft is by you or someone acting with your consent.</li> <li>• Unless we agree otherwise, your policy will not cover loss or damage if the property has been unoccupied for more than 60 consecutive days.</li> </ul>		

**Accidental breakage of glass.**

<p><b>Covered.</b> <b>Under Building cover:</b> Accidental breakage of the following items that form part of your building:</p> <ul style="list-style-type: none"> <li>• fixed glass, fixed mirrors and skylights,</li> <li>• porcelain or ceramic basins, sinks, baths, toilets and toilet cisterns,</li> <li>• glass in fixed storage tanks and solar panels,</li> <li>• acrylic and fibreglass showers, basins and sinks,</li> <li>• light fittings, or</li> <li>• glass or ceramic cooktops.</li> </ul> <p><b>Under Contents cover:</b> Accidental breakage of:</p> <ul style="list-style-type: none"> <li>• glass that forms part of your furniture at the site, or</li> <li>• hanging wall mirrors (but not handheld mirrors).</li> </ul>	x	✓
<p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• Accidental breakage of glass that's part of a glasshouse or conservatory.</li> <li>• Accidental breakage of: <ul style="list-style-type: none"> <li>– television screens or screens on visual display units,</li> <li>– glass parts in televisions, radios or other electronic devices,</li> <li>– vases or ornaments, or</li> <li>– glass that's normally carried by hand.</li> </ul> </li> </ul>		

 <b>Electrical motor burnout.</b>	Essential Care	Quality Care
<p><b>Covered.</b></p> <p>Loss or damage to electric motors that are part of your building or contents, caused by an electric current. Examples of items with motors include, but are not limited to, air-conditioners, pool pumps, refrigerators and garage doors.</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><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• fuses, switches, lighting or heating elements, electrical contacts or protective devices,</li> <li>• replacing the whole appliance if a motor cannot be replaced,</li> <li>• replacing worn or damaged parts unless they are part of the insured loss,</li> <li>• loss or damage that occurs as a result of the motor not working,</li> <li>• the cost of hiring a replacement appliance or motor,</li> <li>• motors under any warranty or manufacturers guarantee,</li> <li>• any parts or labour for motors that are over 15 years old from the date of manufacture, or</li> <li>• loss or damage to electric motors caused by power surge originating from the supply authority.</li> </ul>		

#### 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
<b>Benefits paid in addition to your building sum insured.</b>			
<b>Sum insured safety net</b>	✓ Up to 10% of the sum insured.	✓ Up to 20% of the sum insured.	31
<b>Demolition and removal of debris</b>	✓ Up to 10% of the sum insured.	✓ Up to 10% of the sum insured.	31
<b>Benefits paid as part of your building sum insured.</b>			
<b>Professional fees</b>	✓ Up to 10% of the sum insured.	✓ Up to 10% of the sum insured.	32
<b>Building laws and regulations</b>	✓	✓	32
<b>Emergency repairs and protection</b>	✓	✓	32
<b>Fire brigade and services charges</b>	✓ Up to \$5,000.	✓ Up to \$5,000.	32
<b>Mortgage discharge</b>	X	✓	33
<b>Landlord fixtures and fittings</b>	X	✓ Up to \$20,000.	33
<b>Loss of rent</b>	X	✓ Up to 10% of the sum insured or the amount of lost rent for up to 12 months in total, whichever is less.	33

**Building additional benefits summary.**

	Essential Care	Quality Care	Page
<b>Other benefits.</b>			
Locks and keys	X	✓ Up to \$1,000.	33

**Contents additional benefits summary.**

<b>Benefits paid in addition to your contents sum insured.</b>			
Sum insured safety net	✓ Up to 5% of the sum insured.	✓ Up to 10% of the sum insured.	34
Removal of debris	✓ Up to 10% of the sum insured.	✓ Up to 10% of the sum insured.	34
<b>Benefits paid as part of your contents sum insured.</b>			
Fire brigade and services charges	✓ Up to \$5,000.	✓ Up to \$5,000.	34
Emergency storage of contents	X	✓ Up to 10% of the sum insured or the cost of storage for up to 12 months in total, whichever is less.	35
Loss of rent	✓ Up to \$1,000 per week for up to 12 months in total.	✓ Up to \$1,000 per week for up to 12 months in total.	35

*If you have Quality Care and, in the event of a claim, the benefit payable under Essential Care would be greater, then the greater benefit will be paid.*

## 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.

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.

Sum insured safety net.	Essential Care	Quality Care
<p>If the cost to repair or replace your building is more than your sum insured, we will cover the extra cost up to the sum insured safety net to:</p> <ul style="list-style-type: none"> <li>• repair the damage, or</li> <li>• replace your building.</li> </ul> <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 renovating or extending, for example), you may need to increase your sum insured appropriately to avoid being underinsured.</p>	<p>✓ Up to 10% of the sum insured.</p>	<p>✓ Up to 20% of the sum insured.</p>
<p><b>Demolition and removal of debris.</b></p> <p>We will cover the cost of any necessary demolition of your building or parts of it, and the removal of resulting debris from the insured site (including any trees or branches that have caused damage to your building or are an imminent threat of causing damage and need to be cut down).</p>	<p>✓ Up to 10% of the sum insured.</p>	<p>✓ Up to 10% of the sum insured.</p>
<p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• The cost of removing tree stumps still in the ground.</li> </ul>		

**Benefits paid as part of your building sum insured.**

	Essential Care	Quality Care
<p><b>Professional fees.</b></p> <p>We will cover the cost of employing an architect, surveyor, engineer, building consultant, lawyer and/or other professional 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>
<p><b>Building laws and regulations.</b></p> <p>We will cover the costs incurred to comply with local and state government building laws, bylaws, regulations and 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>✓</p>
<p><b>Not covered.</b></p> <p>The costs relating to building work that a relevant authority required you to undertake before the loss or damage occurred.</p>		
<p><b>Emergency repairs and protection.</b></p> <p>We will cover the reasonable costs incurred for any emergency repairs and protection necessary at the insured site to prevent further loss or damage to your property or to your neighbouring property.</p>	<p>✓</p>	<p>✓</p>
<p><b>Fire brigade and services charges.</b></p> <p>We will cover the amount an organisation may charge you for:</p> <ul style="list-style-type: none"> <li>• fire brigade services,</li> <li>• emergency services, and/or</li> <li>• recharging of fire extinguishers or replacement of used firefighting equipment.</li> </ul>	<p>✓</p> <p>Up to \$5,000.</p>	<p>✓</p> <p>Up to \$5,000.</p>

	Essential Care	Quality Care
<b>Mortgage discharge.</b>		
If your building 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.	X	✓
<b>Not covered.</b> Any penalty or exit fees associated with paying out your mortgage.		

**Landlord fixtures and fittings.**

We will cover loss or damage to your light fittings, fixed carpets and window coverings.	X	✓ Up to \$20,000.
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**Loss of rent.**

If the building is leased at the time of an insured event, as set out in section 4.3 <i>Insured events (Building cover and Contents cover)</i> , and the loss or damage makes the property unliveable and rent payments cease, we will cover the lost rent.  This expense will only be paid during the repair or replacement period and only while the property remains unliveable.	X	✓ Up to 10% of the sum insured or the amount of lost rent for up to 12 months in total, whichever is less.
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**Other benefits.**

	Essential Care	Quality Care
<b>Locks and keys.</b>		
If your keys to the 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.  An insured event does not have to occur to claim this benefit.	X	✓ Up to \$1,000.



## 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.

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><b>Sum insured safety net.</b></p> <p>If the cost to repair or replace your contents is more than your sum insured, we will cover the extra cost up to the sum insured safety net to:</p> <ul style="list-style-type: none"> <li>• repair damage to your contents, and/or</li> <li>• replace your contents.</li> </ul> <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 purchasing new items for example), you may need to increase your sum insured to avoid underinsurance.</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 the insured 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 and services charges.

<p>We will cover the amount an organisation may charge you for:</p> <ul style="list-style-type: none"> <li>• fire brigade services,</li> <li>• emergency services, and/or</li> <li>• recharging of fire extinguishers or replacement of used firefighting equipment.</li> </ul> <p>If we also insure your building under this or any other policy, payment for fire brigade and services 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>
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<b>Emergency storage of contents.</b>	<b>Essential Care</b>	<b>Quality Care</b>
<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>	X	<p>✓</p> <p>Up to 10% of the sum insured or the cost of storage for up to 12 months in total, whichever is less.</p>

**Loss of rent.**

<p>If the building is leased at the time of an insured event, as set out in section 4.3 <i>Insured events (Building cover and Contents cover)</i>, and the loss or damage makes the building unliveable and rent payments cease, 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 Quality Care 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>Up to \$1,000 per week for up to 12 months in total.</p>	<p>✓</p> <p>Up to \$1,000 per week for up to 12 months in total.</p>
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#### 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
<b>Artwork</b>	✓ Up to \$3,000 in total.	✓ Up to \$10,000 in total.
<b>Televisions, stereos, VCRs, DVD/Blu-ray players and recorders</b>	✓ Up to \$3,000 in total.	✓ Up to the sum insured.
<b>Contents in the open air at the insured site</b>	X	✓ Up to \$2,000 in total 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 on this page 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. The most we will pay for each event is detailed in the table below.

Insured event	However, the most we will pay:
<b>Malicious acts by tenants.</b>	
<p><b>Covered.</b> Loss or damage occurring during the period of insurance that is caused by malicious acts by your tenants, including the production of illegal drugs.</p> <p>For every claim we agree to pay for this insured event, your excess will be \$300.</p> <p><b>Not Covered.</b> Loss or damage caused by or arising from:</p> <ul style="list-style-type: none"> <li>• an accident,</li> <li>• wear and tear or neglect by a tenant, and</li> <li>• the smoke or fumes from cigarettes or drugs used in the property.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>under Building cover</b> is the building sum insured shown in your policy schedule. However, if the loss or damage is caused by, or arises from the production of illegal drugs, cover will be limited to \$30,000 per claim.  If you have taken out Building cover only, we will also provide cover for loss or damage to fixed carpets and internal window coverings at the insured property. This cover is limited to \$20,000 per claim, within the building sum insured.</li> <li>• <b>under Contents cover</b> is the contents sum insured shown in your policy schedule. However, if the loss or damage is caused by, or arises from the production of illegal drugs, cover will be limited to \$30,000 per claim.  If you have taken out Contents cover only, and your property is a <b>strata title plan</b>, we will cover loss or damage to your building up to \$60,000, to the extent it is not insured under the building insurance policy of the body corporate. This is in addition to your contents sum insured.</li> </ul>

Insured event	However, the most we will pay:
<b>Theft by tenants.</b>	
<p><b>Covered.</b> Loss or damage occurring during the period of insurance that is caused by theft by your tenants. For every claim we agree to pay for this insured event, your excess will be \$300.</p>	<ul style="list-style-type: none"> <li>• <b>under Building cover</b> is the building sum insured shown in your policy schedule. If you have taken out Building cover only, we will also provide cover for loss or damage to fixed carpets and internal window coverings from the insured property. This cover is limited to \$20,000 per claim, within the building sum insured.</li> <li>• <b>under Contents cover</b> is the contents sum insured shown in your policy schedule. If you have taken out Contents cover only and your property is a <b>strata title plan</b>, we will cover loss or damage to your building up to \$60,000 to the extent it is not insured under the building insurance policy of the body corporate. This is in addition to your contents sum insured.</li> </ul>
<b>Rent default.</b>	
<p><b>Covered.</b> Loss of rent under a written rental agreement occurring during the period of insurance if your tenant:</p> <ul style="list-style-type: none"> <li>• 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,</li> <li>• does not pay rent owing under the agreement and leaves your building without giving the required notice to you or your rental manager, or</li> <li>• is legally evicted from your building.</li> </ul> <p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• loss of rent for casually-let holiday properties, or</li> <li>• loss of rent if rent owing to you under a written rental agreement was in arrears at the commencement of this policy.</li> </ul> <p>For every claim we agree to pay for this insured event, your excess will be \$300.</p>	<ul style="list-style-type: none"> <li>• Up to \$1,000 per week, up to a maximum period of 10 weeks in total during any one period of insurance.</li> </ul>

Insured event	However, the most we will pay:
<b>Denial of access to tenant by government authority.</b>	
<p><b>Covered.</b> 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. For every claim we agree to pay for this insured event, your excess will be \$300.</p>	<ul style="list-style-type: none"> <li>Up to \$1,000 per week, up to a maximum period of 52 weeks in total during any one period of insurance.</li> </ul>
<b>Damage caused by pets.</b>	
<p><b>Covered.</b> If the property is leased and the lease agreement clearly states no pets are allowed, we will cover damage caused by cats and dogs that were deceptively kept permanently at the insured site, including:</p> <ul style="list-style-type: none"> <li>damage caused by chewing, biting or scratching,</li> <li>damage caused by urine or excrement, and</li> <li>damage to plants, trees, shrubs, lawn, garden beds and landscaping.</li> </ul>	<ul style="list-style-type: none"> <li>Up to \$500.</li> </ul>
<b>Legal expenses.</b>	
<p><b>Covered.</b> If we agree to pay a claim for rent default, we will also cover your reasonable legal costs associated with legally removing the tenant, and attendance at a court or tribunal, including the cost of employing a lawyer, for the purpose of minimising your loss of rent.</p>	<ul style="list-style-type: none"> <li>Up to \$5,000.</li> </ul>

### When you make a claim.

We'll only pay a claim you make under Landlord Extras cover if you're able to provide us with reasonable evidence of the rental agreement and your efforts to inspect or maintain the property, such as:

- a written rental agreement with your tenant,
- documented booking confirmation (for casually-let properties), and/or
- 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 46.

# 6 Other cover.

## 6.1 Legal Liability cover.

Legal Liability cover can help protect you if a claim is made against you for:

- injury, illness or death to someone other than you or any other insured, or
- loss or damage to property owned or controlled by someone other than you or any other insured where the incident causing the injury, illness, death, loss or damage takes place at the insured site.

The most we will pay is \$20 million including the legal costs of representing or defending you.

If you or another insured have another Home and Contents Insurance policy or Landlord Insurance policy with us, the most we will pay under all such policies for any one occurrence or series of occurrences arising from the same cause is \$20 million.

What does Legal Liability cover include?	Essential Care	Quality Care
<p><b>Covered.</b></p> <ul style="list-style-type: none"> <li>• a claim resulting from an occurrence for which you are legally liable, which happens during your period of insurance,</li> <li>• all compensation costs, legal fees and expenses that you're legally obliged to pay as a result of such a claim, and</li> <li>• 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.</li> </ul> <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><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• Any legal liability that arises:           <ul style="list-style-type: none"> <li>– from bodily injury, illness or death of you or any other insured,</li> <li>– from loss or damage to property that is owned or controlled by you or any other insured,</li> <li>– from bodily injury, illness or death of your employees arising out of their employment by you,</li> <li>– from acts or omissions by you or someone with your consent, if the acts are illegal or unlawful or are intended to be done or are done with reckless disregard for the consequences,</li> <li>– out of your employment of domestic and other workers,</li> <li>– out of or in connection with any business, profession, or occupation carried on by you, (e.g. use of your property as a farm, guest house, display home, club house, boarding house or commune), other than renting or leasing out of the building at the site and/or use of part of the premises as a home office, for tutoring, or for ad hoc babysitting,</li> <li>– 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,</li> <li>– from loss or damage to any property that is owned or controlled by you or your employees,</li> <li>– because you are liable only under contract or because you have agreed or accepted liability without our agreement first,</li> <li>– in the course of construction of your building or from building work to your building costing more than \$50,000,</li> </ul> </li> </ul> <p style="text-align: right;"><i>continued next page</i></p>		

**Not covered (continued).**

- because you own or occupy any land or building other than the building or insured site covered by this policy,
- in connection with the common property where the home is a part of a strata, group company or community title plan,
- 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 insured site,
- from a dog if it was declared dangerous by a relevant authority prior to the incident resulting in the claim against you,
- 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 your 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, drones or aircraft landing areas, micro-lights or hang gliders (other than model or toy aircraft, provided that they are being used legally),
- due to earth or soil movement (other than earthquake) including landslide, subsidence, erosion or heave, or
- from tree(s) on the insured site where their roots cause damage to someone else's property.
- Any legal liability for any loss or damage that is caused by or arises from:
  - 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, or
  - chemical or biological materials or contamination caused by chemical or biological materials.
- 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, or from a computer virus, hacking, cyber attack or similar occurrence,
- claims made against you because you failed to insure against property damage required by relevant state or territory strata title or group property laws,
- any penalties, fines, punitive, exemplary, or aggravated damages for which you are liable,

*continued next page*



**Not covered (continued).**

- 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 insured 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, except in the case of an insured event covered in section 4.3 on pages 19 to 28. In this case cover will cease immediately if:
  - construction, renovations, structural alterations or additions, demolitions, or relocations commences on the insured property,
  - you sell the property, from the date risk transfers upon the sale of the insured property, or
  - you take out a new policy for either building or liability insurance at that insured site,
- 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.

This cover only applies to properties in Tasmania, Western Australia and the Australian Capital Territory, and only if your current schedule indicates you have Landlord Workers' Compensation cover.

Landlord Workers' Compensation.	Essential Care	Quality Care
<p>This cover is intended for any domestic workers performing domestic work related to the running of your rental property (examples of domestic duties may include gardening or cleaning), who may be injured whilst working at the insured site and who are deemed a worker under the relevant legislation in Tasmania, Western Australia or the Australian Capital Territory.</p> <p>It does not include cover for any workers engaged in a business you run or own, or private contractors performing work on your property (example, a registered electrician performing work at your property).</p> <p>Full details of the coverage are outlined in the policy wording:</p> <p>ACT <a href="http://www.einsure.com.au/wb/redirect/PolicyDoc-ACTEmployerIndemnityPolicy">www.einsure.com.au/wb/redirect/PolicyDoc-ACTEmployerIndemnityPolicy</a></p> <p>TAS <a href="http://www.einsure.com.au/wb/redirect/PolicyDoc-TASEmployerIndemnityPolicy">www.einsure.com.au/wb/redirect/PolicyDoc-TASEmployerIndemnityPolicy</a></p> <p>WA <a href="http://www.einsure.com.au/wb/redirect/PolicyDoc-WAEmployerIndemnityPolicy">www.einsure.com.au/wb/redirect/PolicyDoc-WAEmployerIndemnityPolicy</a></p>	X	✓
<p><b>What's covered.</b></p> <p>Domestic Workers' Compensation cover is a separate cover issued by Allianz Australia Insurance Limited and is provided under the relevant Workers' Compensation legislation in Tasmania, Western Australia, and the Australian Capital Territory. For details of what is covered and what is not covered, please see the policy wording at:</p> <p>ACT <a href="http://www.einsure.com.au/wb/redirect/PolicyDoc-ACTEmployerIndemnityPolicy">www.einsure.com.au/wb/redirect/PolicyDoc-ACTEmployerIndemnityPolicy</a></p> <p>TAS <a href="http://www.einsure.com.au/wb/redirect/PolicyDoc-TASEmployerIndemnityPolicy">www.einsure.com.au/wb/redirect/PolicyDoc-TASEmployerIndemnityPolicy</a></p> <p>WA <a href="http://www.einsure.com.au/wb/redirect/PolicyDoc-WAEmployerIndemnityPolicy">www.einsure.com.au/wb/redirect/PolicyDoc-WAEmployerIndemnityPolicy</a></p>		

This PDS is not a product disclosure statement for workers' compensation cover.

# 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, or you can submit your claim online. See the back cover of the PDS for contact details.

## 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**



## Step 2

**Make sure your property is safe.**

Where possible and if safe to do so, try to prevent further loss or damage. For example, if there is a hole in your roof arrange for it to be covered to prevent further damage from rain.



## 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 or lodge a claim online.**

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

## What you must not do.

You must not 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, or
- dispose of damaged goods unless directed to do so by a government authority.

**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.**

## 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, unless emergency repairs are required to prevent further loss, and
- provide us with reasonable proof of ownership and 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 46.

### 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, and
- 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, and
- 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 depending on your type of claim. 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 in writing) occurs during your period of insurance.

### Recovery.

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 and, in doing so, may make a claim or conduct, defend or settle any legal action, in your name. 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.

When you make a claim, we will ask you to provide reasonable evidence:

- that you own the property,
- about the value of the property, and/or
- that the property has been lost, damaged or stolen.

The types of documents and information that we will accept, 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,

- rent ledger and receipts, copies of the notices issued to the tenant for termination of the rental agreement, court order documents,
- 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, and/or
- original certificate of authenticity from the manufacturer.

A photograph of your possessions and/or property may be requested as supportive evidence in addition to the above, but will not be accepted as a primary source of evidence of ownership, value and/or loss.

We may request that 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, ordinarily we will agree with you to pay either:

- the reasonable costs 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. We'll also let you know the other options available to you to settle your claim.

If you choose to receive a cash amount for the reasonable costs of replacement for property instead of accepting the replacement, and a reasonable replacement is available, the amount we'll pay will be less any discount we would have received from the supplier if we had replaced the property.

If it's not reasonable for us to pay the reasonable costs of repair or replacement for the lost or damaged property, then we can choose to pay a cash amount in settlement of your claim. For example, we may choose to pay a cash amount where:

- your sum insured covers only part of the cost of required repairs or replacement, or
- other non-insured repairs are required before insured repairs can be commenced or completed, or
- it is not safe for us to access or make repairs to the insured property for reasons outside our reasonable control.

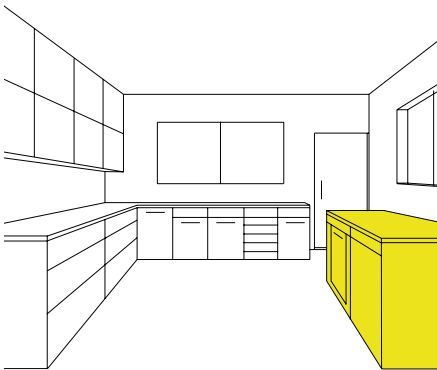
We will pay:

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

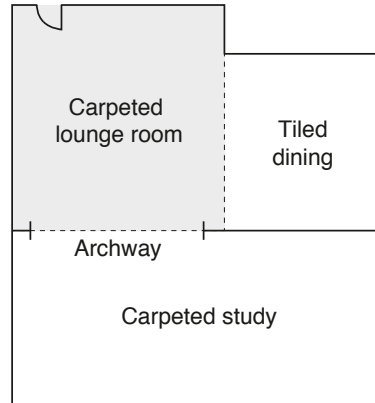
If the loss or damage involves wall coverings, floor coverings or window coverings that are present in more than one room of the home, we'll only repair or replace those wall coverings, floor coverings or window coverings in the room or rooms, hall or passageway where the damage occurred.

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.

**Example 1:** We will only cover the repairs or replacement to the damaged section of the kitchen but not to replace the entire kitchen to match or create a uniform appearance.



**Example 2:** We will only cover the room or rooms, hall or passageway where the damage occurred. For example we will only cover the carpet in the lounge room where the damage occurred but not the carpet in the study.



If the loss or damage 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. This will be reduced from any settlement paid for the purposes of replacing or repairing any insured property to which you are entitled to claim input tax credits for.

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.

#### **Under Landlord Extras cover:**

The claim will be reduced by four weeks' rent, or the amount of bond money collected if higher, after deduction of any costs or expenses you are entitled to make from the bond which do not relate to your claim.

## Repair guarantee.

When we select a repairer for you, we guarantee that the work and materials will be of a reasonable quality. We won't guarantee any repairs if you choose your own repairer.

We won't guarantee any reasonably expected loss or damage to the materials, such as wear and tear, gradual deterioration or fading.

### We will not pay a claim when:

- the claim is excluded by specific policy exclusions (refer to the insured event for details of applicable specific exclusions) or by any of the *General exclusions* listed on pages 15 and 16.

### 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 insured property or the property of others once an event has occurred,
- you cannot provide the required property inspection reports as outlined on page 46,
- 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 unreasonably fail to cooperate with our investigations,
- you unreasonably fail to assist us with recovering the amount of the claim,
- you made a misrepresentation to us before entering into your policy, or you make a fraudulent claim, and/or
- 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. For example, if we pay the total sum insured for Contents cover, you will no longer have Contents cover, but you will continue to have Building cover (if applicable) and Legal Liability cover.

If you were paying your premium 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 insured site until the end of your period of insurance, unless cancelled earlier. However this cover will cease immediately if:

- construction, renovations, structural alterations or additions, demolitions, or relocations commences on the insured property,
- you sell the land, in which case your policy will not provide any cover from the date risk transfers upon the sale of the insured property, or
- you take out a new policy for either building or liability insurance at the insured 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.

If you have a mortgage on the insured property and we're aware of it, at our discretion, we may notify the mortgagee in the event of a partial loss claim and follow their instructions for settling the claim in relation to the mortgage.

# 8 Making a complaint.

## Delivering on our service promise.

We are committed to providing great service, and our people are dedicated to ensuring we help our customers through life to achieve their financial goals. If we have not lived up to this promise, and you have a concern or complaint about us, we want to make sure you're listened to and that your issue is dealt with in a fair and balanced way.

## Our commitment to you.

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Where possible we will resolve your complaint on the spot. If we need some additional time to get back to you, we will let you know. Should we be unable to resolve your concern, we will then refer the complaint to our dedicated Customer Solutions team. Our Internal Dispute Resolution Officers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

Refer to the back cover of this PDS for our contact details, and for more information about our complaint process refer to our website.

## If you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you can contact the Australian Financial Complaints Authority (AFCA).

## Australian Financial Complaints Authority.

AFCA is an external dispute resolution scheme. AFCA provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks or insurance providers), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

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

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

**Phone:** 1800 931 678 (free call)

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



# 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, or
- any other actions or movements of the sea.

**building** refer to *What's considered a building?* on page 17.

**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, company or community title plan, such as stairs, driveways or carparks.

**contents** refer to *What's considered contents?* on page 18.

**cover** the protection provided by your policy.

**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.

**erosion** the gradual deterioration and weathering of earth worn away by action of water, winds or waves.

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

**floating floorboard** a floorboard that does not need to be nailed or glued to the subfloor. A floating floor is considered to be a fixture of the building unless the building is part of a strata title plan, in which case we will cover a floating floorboard as contents under a contents policy.

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

- (a) 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.

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

**heave** the upwards swelling of soil due to the addition of moisture.

**hydrostatic pressure** the pressure exerted by gravity at a given point within a fluid that is at equilibrium, increasing in proportion to depth from a surface. An example of this is causing a pool to move, change shape or lift.

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

**insured 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.

**landlord extras** refer to page 37.

**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.

**landslide** the movement down slope of a mass of rock, debris, earth, or soil.

**malicious acts** deliberate acts intended to harm another person's property through an unlawful or wrongful act.

**model** or **toy aircraft** an unmanned or remotely controlled aircraft (excluding drone) that is used for sport or recreation and is not used for commercial purposes.

**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 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.

**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.

**policyholder** any person named as the insured on the policy schedule.

**premium** the amount you pay us for insurance cover.

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

**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, East Coast Low, or other intense low pressure weather condition.

**subsidence** the gradual caving in or sinking of land.

**sum insured** the amount for which each of your building, contents, personal valuables and legal liability are covered, as listed in your current policy schedule.

**tools and equipment of trade** items or equipment 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** means the insurer identified on the inside front cover.

**window coverings** curtains and blinds (for internal), and awnings and screens (for external).

**you, your** or **insured** means:

- any policyholder,
- in relation to Building cover or Contents cover, any person who has a legal or equitable interest in the property (e.g. a mortgagee), and any person who has an interest in the property (e.g. a mortgagee), or
- in relation to Contents cover for a strata title property, any person who has a legal or equitable interest in the property (e.g. a mortgagee).

# 10 Other information.

## 10.1 The General Insurance Code of Practice.

We have adopted and support the voluntary General Insurance Code of Practice. The code is independently monitored and enforced by the Code Governance Committee. 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, please call us

## 10.2 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 [fcs.gov.au](http://fcs.gov.au).

## 10.3 Protecting your privacy.

We're 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 Policy which is available at [westpac.com.au/privacy](http://westpac.com.au/privacy).

We may 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 we're 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 overseas, such as 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.

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If you're experiencing financial difficulties or difficult personal circumstances find out how we can help.



We're here when you need us

**Enquire** about your policy on 13 7267

**Make a claim** on 1300 652 334

**Visit** [rams.com.au/landlord](https://rams.com.au/landlord)

**Ask** at your local RAMS Home Loan Centre

**Mail** us at GPO Box 4451 Sydney NSW 2001