

# Landlord Insurance

Product Disclosure Statement



The insurer of this Landlord Insurance is Allianz Australia Insurance Limited  
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# Landlord Insurance

Product Disclosure Statement

# What your policy is made up of

Your policy is made up of these documents:

- this Product Disclosure Statement and Policy Document (PDS). The PDS is designed to provide information about the policy, to help you decide if it's what you need;
- your Policy Schedule. Your policy schedule sets out who is insured, the cover(s) selected, the period of insurance, the premium payable, sums insured, limits of liability, excesses and other important information;
- any Supplementary PDS that applies; and
- any other policy documents we specify at or prior to entry into your insurance contract or when required or permitted by law.

This PDS (together with any amendments, updates or endorsements that we give you in writing which may vary it when required or permitted by law) will also apply for any offer of renewal we make, unless we tell you otherwise or issue you with a new and updated PDS.

## Updates to the PDS

We may need to update this PDS from time to time. We'll do this if certain changes occur, and we are required and permitted by law to do so.

We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes. You can get a paper copy of any changes free of charge by contacting us using the contact details on the back of this PDS.

## General Advice Warning

It is up to you to choose the cover you need. Because we and our representatives do not advise you on whether this policy is specifically appropriate for your objectives, financial situation or needs, you should carefully read this document before deciding.

# Welcome

Allianz Landlord Insurance offers cover for your investment property, including the buildings and specified contents you provide for your tenants use. Depending on the cover you choose, your policy can cover you for financial loss if your buildings are damaged or destroyed, or if your contents are damaged, stolen or lost.

Here are some of the important ways Allianz Landlord Insurance can help cover you:

## **Cover for the unexpected**

We offer cover for out of the ordinary but devastating events such as fire, storm and burglary.

## **Optional cover**

We offer a range of optional covers that may be available to you to suit your needs – rent default and theft by tenant cover and landlord workers' compensation.

## **24/7 emergency claims lodgment**

When you need to make a claim, we are there for you with a 24 hour emergency claims lodgment line – helping you get back on track again as soon as possible.













# Your cover options

We offer the following types of landlord insurance cover (eligibility criteria may apply):

Buildings cover	Contents cover	Optional covers
<p>Cover your buildings inside and out for loss or damage caused by one or more of 12 insured events.</p> <p>Go to page 28.</p>	<p>Cover the contents that you own as the landlord (or for which you are legally responsible) and keep at the insured address for the use of your tenant for loss or damage caused by one or more of 12 insured events.</p> <p>Go to page 38.</p>	<ul style="list-style-type: none"> <li>• Rent Default and Theft by Tenant</li> <li>• Landlord workers' compensation</li> </ul> <p>Go to page 45.</p>
<p><b>Legal liability cover</b></p> <p>If you take buildings and/or contents cover you'll also automatically receive Legal Liability cover.</p> <p>This section can cover you if you are found liable to pay compensation to someone because you have accidentally injured them or damaged their property during the period of insurance.</p> <p>Go to page 52.</p>		

## What you're covered for

Whilst there are some things we don't cover (see the exclusions within each insured event and General exclusions on pages 55 to 59), we'll cover you for damage to your insured property as a result of any of these insured events:

 <p><b>Fire or smoke (including bushfires and grassfires)</b> Go to page 19</p>	 <p><b>Impact damage</b> Go to page 24</p>
 <p><b>Storm, cyclone or rainwater</b> Go to page 20</p>	 <p><b>Vandalism or malicious damage</b> Go to page 25</p>
 <p><b>Water or other liquid damage</b> Go to page 21</p>	 <p><b>Lightning</b> Go to page 25</p>
 <p><b>Theft or burglary</b> Go to page 22</p>	 <p><b>Earthquake or tsunami</b> Go to page 26</p>
 <p><b>Explosion</b> Go to page 23</p>	 <p><b>Riot or civil commotion</b> Go to page 26</p>
 <p><b>Accidental breakage of glass or ceramic items</b> Go to page 23</p>	 <p><b>Flood and/or run-off</b> Go to page 27</p>

## Optional covers

You can also upgrade your policy to include cover for (eligibility criteria apply):



### **Rent Default and Theft by Tenant**

Go to page 46



### **Landlord workers' compensation**

Go to page 50

**The optional covers you select will be shown on your policy schedule.**

### **What does it mean if I take the Rent Default and Theft by Tenant cover option?**

This option can cover you against loss of rent if your tenant defaults on their rent payments, permanently departs without giving notice or experiences hardship. Cover is also provided if loss or damage is caused by theft, burglary or housebreaking by your tenant or their invitees.

Here are some examples of the sort of incidents you'll be covered for if you take this option:

#### **If you have Buildings and / or Contents cover**



You suffer loss of rent after your tenant defaults on rent payments during the period of insurance.



Invitees of your tenant steal a barbeque that belongs to you as the landlord.



Cleaning costs, up to \$300, when your tenant departs from the building without notice and your carpets are stained which prevent your property from being re-let.

This is a high level snapshot only. For information on what is covered and what is not covered – and for the full policy terms, conditions, limits, exclusions and excesses that apply – please read the whole of this PDS, your policy schedule and any other documents that make up your policy.

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# Understanding your policy

## Which cover do I need?

### Buildings and/or Contents cover — what's the difference?

Here's a brief outline of the difference between Buildings and Contents cover, to help you decide the cover you need.

Buildings cover	Contents cover
<p>Designed to cover the physical structures that make up your property, like the house itself, garage, sheds, swimming pools and decks.</p> <p>Generally for customers who own a freehold home – like a house, townhouse, terrace or semi-detached dwelling.</p> <p>See pages 30 to 31 for a detailed list of what we define as buildings.</p>	<p>Designed to cover items at your property – from furniture, removable domestic appliances and white goods which belong to you as the landlord and that you have provided for the use of your tenant. It also covers your carpets and window furnishings.</p> <p>See page 40 for a detailed list of what we define as contents.</p>

# How Building and Contents insurance work together.

If you take out both Buildings and Contents insurance here's how they can work together if the unexpected occurs:



**Your house burns down.** You could lose all your buildings, and everything in them. With adequate sums insured under Buildings and Contents covers, you could rebuild and replace your insured belongings.



**A fire damages your kitchen.** You could repair or rebuild built-in damaged parts of your kitchen, such as benchtops, with Buildings cover. Then you could replace damaged items like blinds and removable domestic appliances under your Contents cover.



**A thief smashes your window, breaks the lock and steals your belongings.** You can fix the window and lock through your Buildings cover and replace the items that were stolen, which belong to you and which you provide for your tenants use, under your Contents cover.

You will only have to pay the applicable excess(es) once if your buildings and contents are damaged by the same insured event. The applicable excesses can be made up of your basic excess, any voluntary excess, additional compulsory excess and an additional imposed excess of \$250 for earthquake and tsunami claims.

(See "Your excess" on page 15 for details).

## Who is this insurance policy designed for?

This insurance policy has been designed for people who are renting their property out to tenants under a residential rental agreement.

Contents owned by you (or for which you are legally responsible) and provide for the use of the tenants may also be covered by this policy. See 'Contents – what is covered' section on page 39 for more details on what can be covered.

This policy is not suitable for covering the building or contents of the home you live in. In this regard, we offer a Home and Contents product that has been specifically designed for homeowners or renters.

For information or a quote for Home and Contents insurance, use the contact details inside the front cover.

# The basics

The better you understand your policy, the easier it will be if you ever have to claim.

## Who your policy covers

Your policy provides cover (where applicable) for anyone named in the policy schedule as an insured.

If there is more than one insured listed on the policy, then anything that any of the insureds says, does, or omits to do in connection with the policy or a claim applies to and affects the rights of all of the insureds.

## When the policy starts and ends

The effective and expiry dates of your policy are shown on your policy schedule. We agree this period when you apply for your policy. In some circumstances the policy can end earlier than the expiry date e.g. cancellation by you or us. For more details, please see Cancellation rights under the policy on page 73.



### **72-hour exclusion period**

To manage the risk of people taking out insurance on their uninsured buildings or contents or increasing cover on their underinsured buildings or contents when events such as cyclones, floods or bushfires are predicted, a 72-hour exclusion period applies to some insured events.

We do not provide cover (where the type of cover you have under the policy provides it) for any loss of or damage to your property caused by cyclone, flood, flood water combined with run-off and/or rainwater, grassfires and bushfires, during the first **72 hours** after you first take out or increase the cover under the policy.

However, you will be covered from the time you take out or amend your policy for loss or damage to your buildings and/or contents caused by other insured events.



### **The 72 hour exclusion period** won't apply:

- to renewals,
- when (on the same day the policy starts), you enter into a contract to purchase the insured address, or
- if the policy replaces another similar insurance policy that covered the same buildings, contents or both, without a break in cover. However, if there is an increase in the sum (or sums) insured between the new policy and the one it replaces, we won't cover the increased amount for the first **72 hours** of the policy.

### 14-day cooling off period

A 14-day cooling off period applies to this insurance. So, if you decide you don't want this policy, you can cancel it up to 14-days from:

- the date we issue a new policy to you, or
- the start date of a renewed policy.

We'll refund your premium in full, as long as you:

- haven't made a claim, or
- don't need to make a claim.

We may deduct government taxes or duties from your refund.

In addition to your cooling off period, you can cancel the policy at any time by calling us. See Cancellation rights under the policy on page 73 for details.

## How much you're covered for

It's up to you to decide the sums insured, and the type and level of cover that you want to take out. People generally want enough insurance to cover the property's estimated replacement value. If you don't have enough cover, you could end up having to cover some of the costs yourself.

Remember, we will only pay up to the amount of your loss or the sum insured, whichever is the lesser - so you should also be careful not to over insure.

For example, if you insure your building for \$500K, and you have a total loss but the replacement value of the building is only \$400K – we will only pay up to \$400K (the actual value of your buildings if they are lost or damaged – and we won't refund any premium you paid for the time we have insured any higher amount nominated by you).



### Need help choosing the right amount of cover?

To help you estimate the replacement value of your buildings, a calculator is available when you purchase or renew your policy.

### Did you know?

The replacement value of your buildings is not the same as the market value – you do not need to include the value of the land when calculating the buildings replacement value.

You'll need to consider everything in your property that you legally own (or for which you are legally responsible) and what you may have included for the tenants use to determine how much Contents cover you need.

## Your insurance premium

The cost of your insurance is called a 'premium'. Your premium will depend on a number of factors, and can change each year when you renew your policy, or if you vary the insurance. Minimum premiums may apply. Your premium for each period of insurance will be shown on your policy schedule.

We'll calculate your premium based on a number of factors such as:

- **Your risk profile.**
  - the location of your property
  - the type of property you're insuring
  - the amount and type of cover you require
  - any other people also insured under the policy
  - the relevant claims history of the people being insured
  - the likelihood of a claim being made on your policy.
- **Any discounts that may apply.**
- **Any compulsory government charges** such as Stamp Duty and GST.
- **Emergency/Fire Services Levy** if they apply to the State or Territory where your home is located.
- **Any other charges** we tell you of.
- **The excess you choose or which we apply.**

## Renewal premium

If you renew the policy you need to be aware that the premium we charge you is likely to change, even if there has been no change in the circumstances which were applicable to the policy when you first took it out or subsequently renewed it. This is because other factors may affect the premium, including:

- the cost of claims we have paid and that we expect to pay in the future;
- new data we have collected on the various factors we use to determine your premium;
- our expenses of doing business; and
- any other commercial considerations.

When calculating the premium that we charge you on renewal we also consider what your premium was previously, and we may limit movements up or down.

## No Claim Bonus

We give you a No Claim Bonus (NCB) to reward you for having a good claims history. When you first take out a policy with us, we calculate your NCB based on your landlord insurance claims history in the previous 3 years.

After each claim-free year, the NCB applied to your renewal premium will be increased by 10%, to a maximum of 30%. However, for every claim you make in a year, the NCB applied to your renewal premium will be reduced by 10% - to a minimum of 0%.


The NCB applied to your base premium is shown on your policy schedule, and is subject to the following.

## What else you need to know about premiums

- Minimum premiums may apply.
- Any discounts or entitlements may be subject to rounding and may only apply to the extent any minimum premium is not reached.
- If you are eligible for more than one discount or entitlement, we also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts or entitlements.
- Discounts may not be applied to the premium for flood or optional covers such as rent default and theft by tenant cover (where applicable). Discounts do not apply to the optional cover for Landlord workers' compensation.

## Did you know?

You can choose to pay your premium by instalments – for example, by monthly direct debits from your bank account or credit card. We'll let you know the total amount payable when you apply for cover – and we'll confirm this in your policy schedule.

 If an instalment is not paid, we will let you know and we will try to deduct the overdue amount along with your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment amount fails, we will cancel your policy for non-payment. We will send you a notice advising you of cancellation and cancellation will be effective 14 days from the date on this notice. So it's important that you pay your instalments on time. If you can't, you should get in touch with us immediately.

## Your excess

Unless we state otherwise in the PDS, you will need to pay the applicable excess(es) as a contribution to your claim.

So for example, if you have an excess of \$1,000 and make a claim for \$3,000, we'll pay the balance of \$2,000. We will only pay the claim if the claim amount is more than the excess(es) that apply. If we settle your claim by making a cash payment to you, we will deduct the excess from the amount we pay to you. In other circumstances, you may need to pay the excess as a contribution to the repair or replacement.

When you apply for cover, you will be asked to choose an excess amount from the available options. This can be made up of a basic excess, and a voluntary excess. Generally, the higher your excess amount, the lower your premium will be. In some cases, we may impose an additional compulsory excess which reflects our risk and underwriting criteria, you cannot vary or remove this excess.

The excess(es) you need to pay for each cover type is shown on your policy schedule, or referred to in this PDS.

An additional imposed excess amount of \$250 applies for each claim for loss or damage caused by an earthquake or tsunami, or a series of earthquakes or tsunamis, during any period of 48 consecutive hours.

For more information about how we work out your premiums, the excesses we apply to the policy and any discounts/entitlements you have may be entitled to, see our Premium, Excess, Discount and Options Guide (PED).

To get a copy, visit <https://www.einsure.com.au/redirect/PED-FI-Landlord> or please contact us.

## Changes to your details – what you have to tell us as soon as reasonably possible

You must tell us as soon as reasonably possible if, during the period of insurance:

- you become aware that any part of your property is used for business, trade or professional purposes (except for use as a home office by your tenant)
- you remove any security devices that were specifically required by us
- your building is in the course of construction or there are any alterations, additions, demolition, repairs to or decorations of the buildings costing more than \$75,000
- you commence renting out your home to short term tenants with a rental agreement for less than 90 days
- your property has not been lived in (or will not be lived in) for more than 60 consecutive days.

 If you don't provide this information as soon as reasonably possible, we may refuse or reduce a claim under the policy to the extent we are prejudiced by the delay or the non-disclosure.

### Other changes:

You can also contact us if you want to vary your policy during the period of insurance for any other reason, for example to increase your sums insured or to take out additional cover options that may be available.

When we receive this information, we may:

- propose changes to the terms and conditions of your policy
- propose to charge you a higher premium
- cancel your policy if there is a change and we can't reach an agreement with you on altered terms and conditions or premium; or we are no longer prepared to insure you because there has been a material change to the risk
- decide not to offer to renew your policy.

## When your property is not being lived in.

We consider your property not lived in when no one is living there. We consider the property lived in when your tenants have been living in the home building (eating and sleeping) for at least two consecutive nights. You may not be covered under this policy if you are aware, or you should have been reasonably aware, that your property is not lived in and / or tenanted for more than 60 consecutive days unless you have our prior agreement in writing.

We may (acting reasonably) ask you to prove that the home buildings are lived in, in the event of a claim.



## Be prepared for a claim

When you buy your policy, it makes sense to set yourself up so that in the event you need to make a claim the process will go as smoothly as possible.

For example, for a Contents claim for a specific item, it helps to be able to prove that you owned the item, what it was worth and that you have provided it for your tenants use. So keep track of your receipts – either by filing them or logging them on an online app. Make sure you (or your managing agent) keep records of your property inspection reports and rental agreements.

It's also a good idea to take photos of important contents and features of your buildings, so you can get them repaired or replaced more easily if they're damaged or stolen.

### Property inspection reports

You must complete a property inspection report or have your authorised real estate agent or a qualified appraiser complete it:

- a. at the time when a new lease or rental agreement commences;
- b. at the time when an existing tenant vacates the property; and/or
- c. at least on an annual basis if there is long term tenancy.

In the event of a claim we may (acting reasonably) require copies of property inspection reports and any accompanying photographs. If you do not have a property inspection report, we may (acting reasonably) reduce or refuse your claim to the extent we are prejudiced by your failure to obtain or complete a property inspection report.

# What you're covered for under each of the insured events

No matter which cover you choose, Allianz provides cover for a range of insured events.

In return for paying or agreeing to pay us your premium, the policy covers loss or damage to your buildings and/or contents (that you own and provide for your tenants use) caused by one or more of the following insured events that take place during the period of insurance. Your policy schedule will show if you have cover for buildings, contents or both.

In addition to the General exclusions on pages 55 to 59, there are some additional exclusions that apply specifically to certain insured events. Make sure you check these carefully in the following section so that you understand what you are covered for and what is excluded.

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred to the amount we would have authorised had you asked us first.



## Fire or smoke (including bushfires and grassfires)

### What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by:
- fire,
  - bushfires and grassfires\*, or
  - smoke.



**\*A 72-hour exclusion period** applies for loss or damage caused by bushfires and grassfires – see page 11 for details.

### What's not covered?

- ✗ Loss or damage:
- which arises gradually out of repeated exposure to fire or smoke,
  - of an item that is designed to be exposed to heat, being exposed to heat during normal use – for example if a heat resistant item like a cooking appliance or fireplace is damaged during normal use, or
  - to any property as a result of scorching and/or melting – for example, cigarette burns. This exclusion does not apply if the scorching and/or melting was a direct result of a fire covered under this policy.



## Storm, cyclone or rainwater

### What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by:
  - storm
  - cyclone\*
  - rainwater but this does not include run-off.



\***A 72-hour exclusion period** applies for loss or damage caused by cyclone – see page 11 for details.

- ✓ Loss or damage caused by or arising from:
  - soil movement, including erosion
  - landslide
  - mudslide
  - subsidence

if it is caused directly by and occurs within **72 hours** of a storm.

### What's not covered?

- ✗ Loss or damage caused by:
  - storm surge
  - hydrostatic pressure
  - rainwater, hail, wind or water that enters your buildings:
    - through an open door, window or other opening (this exclusion does not apply to openings made by the storm or cyclone),
    - through an opening made for the purpose of construction, alterations, additions, demolition, repairs or decorations,
    - due to gradual deterioration, wear and tear and where you could reasonably be expected to have been aware of the deterioration or wear and tear,
    - due to faulty design or materials, structural defects or poor workmanship that you could reasonably be expected to have been aware of,
    - due to lack of maintenance or poor housekeeping.
- ✗ Loss or damage to:
  - trees, shrubs, hedges and plants planted in the ground
  - retaining walls
  - swimming pool and spa covers, their liners or solar domes
  - the external paintwork or other exterior coatings of the buildings caused by rainwater.
- ✗ The cost of cleaning mud or debris out of tanks, swimming pools or spas.



## Water or other liquid damage

### What's covered?

Buildings and/or contents

- ✓ Loss or damage resulting directly from bursting, leaking, discharging or overflowing of any:
  - domestic home appliances – for example a dishwasher or washing machine,
  - fixed rainwater or hot water tanks,
  - radiators and oil heaters,
  - fixed pipes, gutters or drainpipes, sinks, baths, basins or water carrying apparatus,
  - waterbeds,
  - aquariums designed to hold more than 20L,
  - swimming pools or spas.

#### Buildings only

- ✓ If we have agreed to pay a claim for water or other liquid damage to your buildings and;
  - we authorise any exploratory work to locate the source of the damage, we will pay those costs.
  - you incur costs without our prior agreement, we will only pay the reasonable covered costs up to the amount we would have agreed to, had you asked us first.

### What's not covered?

- ✗ Loss or damage:
  - as a result of gradual escape of water or other liquid over time:
    - where you could reasonably be expected to have been aware of this, such as, but not limited to where there is visible damage and or changes to the property e.g. staining on ceilings and/or walls, evidence of mould/mildew, deterioration of tile grouting or adhesive, or
    - from a shower base, shower recess, shower alcove or the walls surrounding the shower.
  - caused by rust, corrosion, algae, mould or mildew. However, we will cover you for loss or damage when it is a direct result of an insured event.
- ✗ The cost of repair or replacement of:
  - a defective part or parts that caused the loss or damage, or
  - any broken main or pipe.



## Theft or burglary

### What's covered?

Buildings and/or contents

✓ Loss or damage caused by actual or attempted theft or burglary.

✓ Up to \$1,000 to replace the locks or cylinders of any external door or window if the key is stolen.

No excess applies for the replacement of locks or cylinders.

We will only pay for the replacement of locks or cylinders under one section of the policy (either Buildings or Contents, not both).

### What's not covered?

✗ Where the actual or attempted theft or burglary is committed by:

- you, or your domestic helpers, domestic workers, or the invitees of your domestic helpers, domestic workers,
- any person who is acting with your express or implied consent,
- your tenant, or the invitees of your tenant.

✗ The replacement of locks or cylinders which are insured by the body corporate or similar.

✗ If the actual or attempted theft, burglary or housebreaking:

- takes place in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences,
- relates to contents in the open air, except as set out under 'Contents in the open air at the insured address' on page 44, or
- relates to contents items which are not listed as being present on the current property inspection report and / or rental agreement.



# Explosion

What's covered?	What's not covered?
<p>Buildings and/or contents</p> <ul style="list-style-type: none"> <li>✓ Loss or damage caused by explosion.</li> <li>✓ Loss or damage caused by or arising from:               <ul style="list-style-type: none"> <li>• soil movement, including erosion,</li> <li>• landslide,</li> <li>• mudslide, or</li> <li>• subsidence</li> </ul> </li> </ul> <p>if it is caused directly by and occurs within <b>72 hours</b> of an explosion.</p>	<ul style="list-style-type: none"> <li>✗ Loss or damage caused by terrorism.</li> </ul>



# Accidental breakage of glass or ceramic items

What's covered?	What's not covered?
<p>Buildings</p> <ul style="list-style-type: none"> <li>✓ Accidental breakage of a fixed glass or ceramic item, like a window, cooking surface, sink, or toilet.</li> </ul>	<ul style="list-style-type: none"> <li>✗ Tiled shower bases.</li> <li>✗ Ceramic tiles.</li> <li>✗ Cracks, scratches or chips in any item.</li> <li>✗ Glass forming part of any glass-house, greenhouse or conservatory.</li> </ul>
<p>Contents</p> <ul style="list-style-type: none"> <li>✓ Accidental breakage of glass that forms part of the contents that you have included for the tenants use (including fixed or unfixed table tops and hanging wall mirrors).</li> </ul> <p>See the 'Contents' section of this PDS for what we cover as contents.</p>	<ul style="list-style-type: none"> <li>✗ Glass in televisions</li> <li>✗ Glass in items such as crockery, porcelain, china, hand mirrors, glassware, crystal or glass in clocks, vases and ornaments.</li> <li>✗ Cracks, scratches or chips in any item.</li> </ul>



## Impact damage

### What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by impact from:
  - any motor vehicle, train or watercraft,
  - an external aerial or satellite dish which collapses or breaks,
  - an aircraft, or anything dropped or falling from an aircraft,
  - space debris or debris from a rocket or satellite,
  - any animal, excluding any animal kept at the insured address as a domestic pet, or
  - falling trees or parts of trees.

### What's not covered?

- ✗ Loss or damage caused by you or anyone you give consent to, cutting or chopping trees, or parts of trees, at the insured address.





## Vandalism or malicious damage

### What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by vandalism or a malicious act.

### What's not covered?

- ✗ Where the vandalism or malicious act was by:
  - you or your domestic helpers, domestic workers, or the invitees of your domestic helpers, domestic workers,
  - anyone acting with your express or implied consent.
- ✗ Loss or damage resulting from:
  - poor housekeeping, wear and tear or neglect by your tenant or a member of their immediate family or your tenant's invitees e.g. damage to carpets, timber flooring, curtains or blinds caused by wear and tear or neglect; or
  - failure by your tenant or a member of their immediate family or your tenant's invitees to control their children or pets.
- ✗ If the vandalism or malicious act relates to contents in the internal or external common areas of flats, home units, town houses or any type of multiple occupancy residences whether part of a strata title development or not.
- ✗ The cost of cleaning, redecorating, painting or wallpapering unless:
  - physical structural damage has occurred to the buildings; or
  - the buildings have been damaged by graffiti, which necessitates such cleaning, redecorating, painting or wallpapering.



## Lightning

### What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by lightning.

### What's not covered?



## Earthquake or tsunami

### What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by an earthquake or tsunami.
- ✓ Loss or damage caused by or arising from:
  - soil movement, including erosion,
  - landslide,
  - mudslide, or
  - subsidence

if it is caused directly by and occurs within **72 hours** of an earthquake or tsunami.

An additional excess of \$250 on top of any other excess payable under the policy applies to each earthquake and/or tsunami (including a series of earthquakes and/or tsunamis) that occurs during any consecutive 48-hour period.

### What's not covered?

- ✗ Loss or damage caused by actions of the sea.



## Riot or civil commotion

### What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by a riot or civil commotion.

### What's not covered?

- ✗ Loss or damage caused by terrorism.



## Flood and/or run-off

### What's covered?

Buildings and/or contents

- ✓ Loss or damage caused by:
  - flood\*
  - run-off
  - flood water\*, combined with run-off and/or rainwater.



\*A **72-hour exclusion period** applies for loss or damage caused by flood or flood water combined with run-off and/or rainwater – see page 11 for details.

- ✓ Loss or damage caused by or arising from:
  - soil movement, including erosion
  - landslide
  - mudslide, or
  - subsidence

if it is caused directly by and occurs within 72 hours of a flood including where the flood water is combined with run-off and/or rainwater.

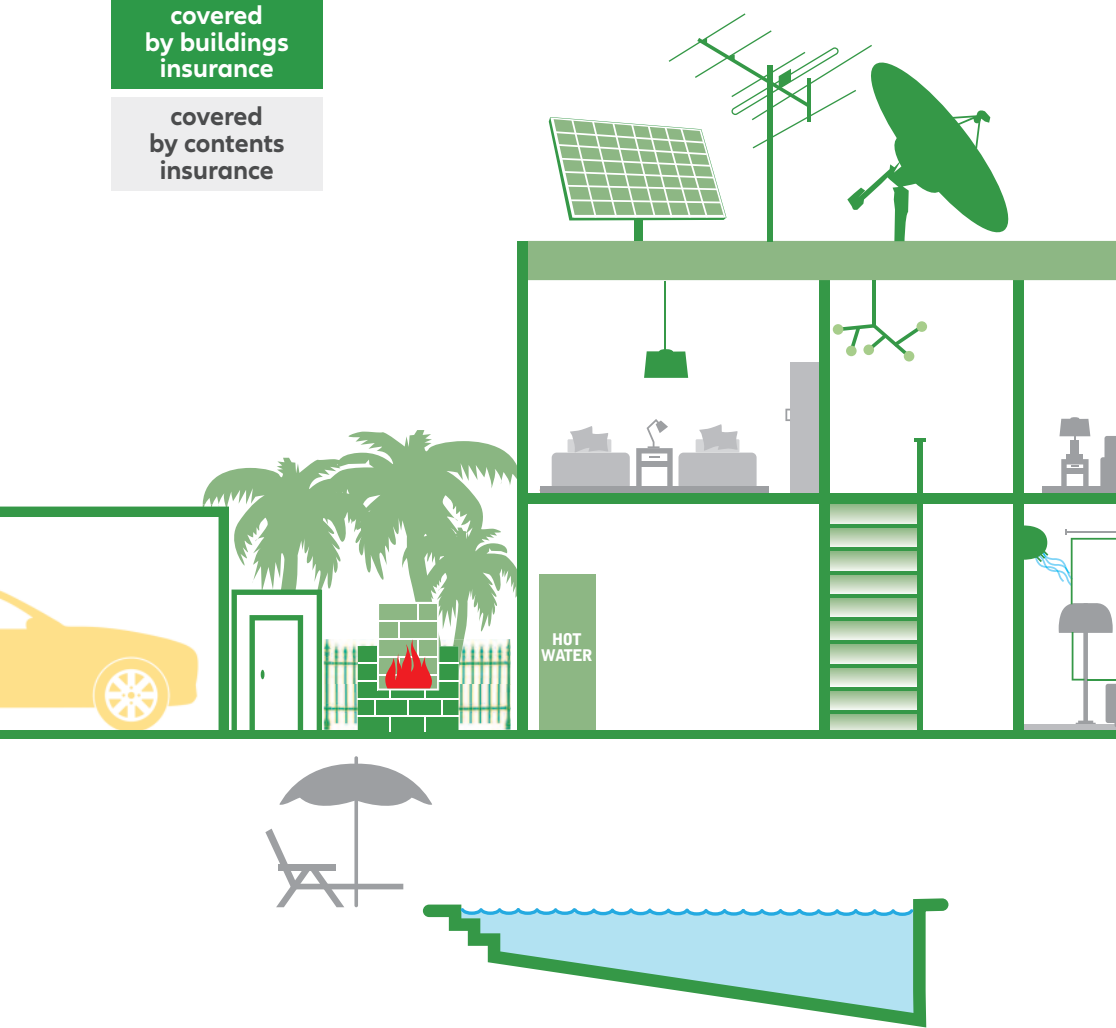
### What's not covered?

- ✗ Loss or damage caused by:
  - actions of the sea or tsunami. But, you may be covered for tsunami under the Earthquake or tsunami insured event – see page 26
  - soil movement including erosion, landslide, mudslide or subsidence – unless it is directly caused by, and occurs within **72 hours** of a flood including where the flood water is combined with run-off and/or rainwater.
  - by shrinkage or expansion of earth or land
  - hydrostatic pressure.
- ✗ Loss or damage to:
  - gates or fences that aren't well maintained and are in poor condition to the extent that the condition caused or contributed to the loss or damage
  - retaining walls, pontoons, jetties or bridges
  - trees, shrubs and plants planted in the ground
  - swimming pool and spa covers, their liners or their solar domes.
- ✗ The cost of cleaning mud or debris out of tanks, swimming pools or spas.

# Buildings

covered  
by buildings  
insurance

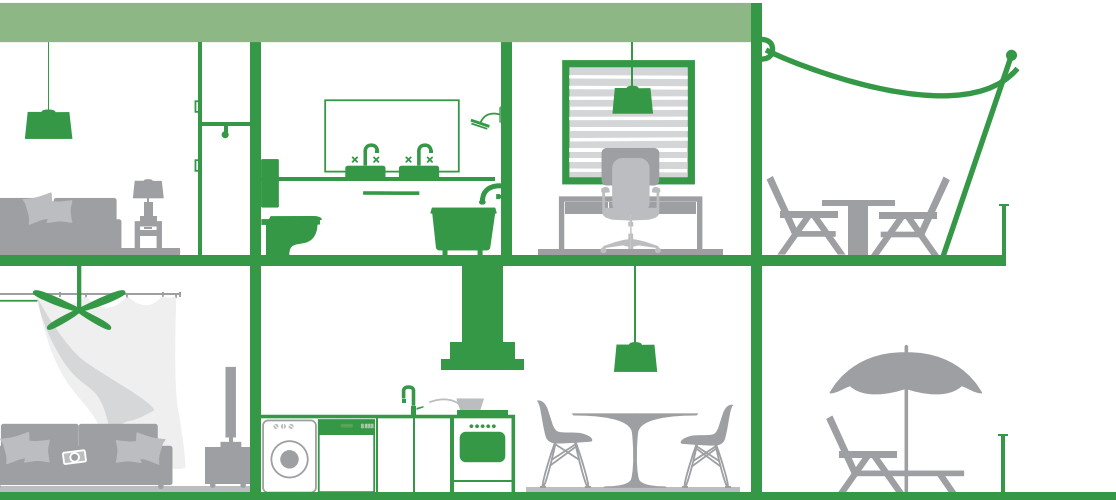
covered  
by contents  
insurance



## Buildings > What's covered?

Buildings insurance is designed to cover the physical structures and fixtures that make up your buildings: from the house itself, to the garage, fences and paved driveways – even built-in appliances like showers and baths, hot water systems, air-conditioners and more.

See the list on the following pages for a detailed description of what is a Building as well as what's not.



### Did you know?

The replacement value of your buildings is not the same as the market value – you do not need to include the value of the land when calculating the buildings replacement value.

# What's a building (and what's not)

The following structures, fixtures and landscaping at the insured address.

What's covered?	What's not covered?
<p><b>Structures</b></p> <ul style="list-style-type: none"><li>✔ The residential building</li><li>✔ Garages, carports, sheds and granny flats</li><li>✔ Pipes, cables, ducts, wires, meters and switches used in connection with the supply of water, drainage, sewerage, communication, electricity, cooling and heating that you are legally responsible for and which are connected to your buildings;</li><li>✔ Decks, verandas, pergolas, gazebos, patios and terraces</li><li>✔ Gates, fences, free-standing walls and retaining walls</li><li>✔ Paved paths and driveways</li><li>✔ Swimming pools (permanently installed), fixed spas and saunas including their fixed accessories (excluding water)</li><li>✔ Tennis courts</li><li>✔ Permanently installed water tanks, sewerage storage or treatment tanks (excluding water)</li><li>✔ Jetties which are permanently fixed to the land at the insured address and which are your property and which have no commercial activities undertaken from them</li><li>✔ Other structural improvements.</li></ul>	<ul style="list-style-type: none"><li>✘ Residential flats, home units or town houses, which are part of a strata title development</li><li>✘ Unpaved paths or driveways, including those made of loose or compacted soil, gravel, pebbles, rocks or sand</li><li>✘ Buildings that are not lived in (or will not be lived in) for more than 60 consecutive days unless you have our prior agreement in writing. We will not unreasonably withhold our agreement</li><li>✘ Buildings under construction where the value of any alterations, additions, demolition, repairs to or decoration of the buildings is over \$75,000</li><li>✘ Building materials located at the insured address which are to be fitted to the buildings</li><li>✘ Pontoons.</li></ul>

## What's covered?

## What's not covered?

### Fixtures

- ✓ Fixed ceiling, wall and floor coverings (except carpet or rugs), including fixed external blinds and awnings
- ✓ Built-in furniture, clothes lines and built-in barbeques
- ✓ Fixed domestic appliances that are permanently connected to electricity, gas or water, like:
  - air conditioners & heating systems
  - ovens
  - dishwashers
  - hot water systems
  - fixed ceiling fans, light fittings
- ✓ Solar panels
- ✓ Satellite dishes and antennas.

- ✗ Carpets, rugs and internal blinds. Go to Contents cover on pages 38 to 44.

### Landscaping

- ✓ Trees, shrubs, hedges and plants that are planted in the ground – \$5,000 limit applies.

- ✗ Loss or damage caused by storm, rainwater, flood or run-off, flood water combined with run-off and/or rainwater, cyclone, tsunami
- ✗ Grass or lawn (unless part of a tennis court).

# Buildings cover – additional benefits

We want to make sure that your policy offers you great features. So, if we agree to pay a claim for loss or damage to your buildings, we may also cover you for the following additional benefits. Unless we state otherwise these additional benefits are paid in addition to your buildings sum insured. Check each of the additional benefits for details.

No excess applies for these benefits, unless stated otherwise. General Exclusions may apply – please see pages 55 to 59 for a full list of exclusions.

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred to the amount we would have authorised had you asked us first.



**Debris removal**



**Rebuilding and professional fees**



**Making your buildings environmentally friendly**



**Building code compliance costs**



**Rental costs after an insured event**



**Landlords contents**



**Motor burnout**



**Debris removal**

We'll pay the reasonable and necessary costs of demolition and removing debris from your insured address.

This is an extra amount, paid in addition to your buildings sum insured. No excess applies to this benefit.

## When we pay

We will pay this benefit when we have approved these costs before they are incurred. Please contact us to confirm approval.

## How much we will pay

We will pay up to 10% of the buildings sum insured.

## What's covered?

Costs that relate directly to removing debris from the destroyed or damaged part of the buildings.

We will **not** pay for the cost of cleaning mud or debris out of tanks, swimming pools or spas after a storm, cyclone, rainwater, flood or run-off.





## Rebuilding and professional fees

If you need to rebuild your buildings after total loss or damage, we'll help pay the costs of architects, engineers, surveyors and solicitors.

This is an extra amount, paid in addition to your buildings sum insured. No excess applies to this benefit.

When we pay	How much we will pay	What's covered?
We will pay this benefit when we have approved these costs before they are incurred. Please contact us to confirm approval.	We will pay up to \$5,000.	The reasonable and necessary costs of architects', engineers', surveyors' and solicitors' fees.  The costs must relate directly to the rebuilding of destroyed or damaged buildings.



## Making your buildings environmentally friendly

If your buildings are totally destroyed and need to be rebuilt and you do not already have the relevant environmental equipment, we'll help you make the new buildings more environmentally friendly.

This is an extra amount, paid in addition to your buildings sum insured. No excess applies to this benefit.

When we pay	How much we will pay	What's covered?
We will pay this benefit when: <ul style="list-style-type: none"> <li>• your buildings are totally destroyed by an insured event, and</li> <li>• we have approved these costs before they are incurred.</li> </ul> Please contact us to confirm approval.	We will pay up to \$5,000 after deduction of any government or council rebates.	The environmental systems covered by this benefit are: <ul style="list-style-type: none"> <li>• rainwater tanks,</li> <li>• solar power systems (including solar hot water systems or photo-voltaic (PV) power systems),</li> <li>• hot water heat exchange systems, and</li> <li>• grey water recycling systems.</li> </ul>



## Building code compliance costs

If you need to rebuild your buildings after loss or damage, we'll help pay the costs of complying with any statutory requirements.

This is an extra amount, paid in addition to your buildings sum insured. No excess applies to this benefit.

---

When we pay	How much we will pay	What's covered?
We will pay this benefit when we have approved these costs before they are incurred. Please contact us to confirm approval.	We'll pay up to \$5,000.	The reasonable and necessary costs of meeting the requirements of any statutory authority that relate directly to the destroyed or damaged part of the buildings.  We will <b>not</b> pay for the costs of complying with the requirements of any statutory authority if you received notice of the requirements or were aware of them and had not complied with them before the loss or damage occurred.

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## Rental costs after an insured event

If your buildings are damaged by an insured event that we have agreed to cover and your buildings are unable to be lived in by your tenant, or access to or the use of your buildings was not possible, we'll pay for your loss of rent on the buildings.

This is an extra amount, paid in addition to your buildings sum insured. No excess applies to this benefit.

(If your building is part of a strata title development and you only have contents cover, this benefit does not apply to you - see page 42 instead)

When we pay	How much we will pay	What's not covered?
<p>We will pay this benefit if the loss or damage occurs to your buildings as a result of an insured event and the buildings are unable to be lived in by your tenant, or access to or use of the buildings is not possible and causes:</p> <ul style="list-style-type: none"> <li>- damage to other property in the vicinity of the buildings; or</li> <li>- damage within the strata title development itself, where the building is a lot, and</li> <li>- this damage prevents access to or use of the building for a minimum period of 7 days.</li> </ul>	<p>We will pay for your loss of rent on the buildings:</p> <ul style="list-style-type: none"> <li>• for the length of time reasonably necessary to reinstate your buildings or for which access is denied, or</li> <li>• up to a maximum period of 12 months, whichever period of time is lesser.</li> </ul> <p>The amount we pay will be based on the weekly rent payable by your tenant as at the date of damage to the buildings.</p>	<p>We will not pay for your loss of rent if:</p> <ul style="list-style-type: none"> <li>- the buildings have not been tenanted for more than 60 consecutive days immediately before the date of the loss or damage (this exclusion will not apply if the insured address was purchased by you less than 60 days before the date of the insured event);</li> <li>- you did not have a lease or rental agreement in place for your buildings to be tenanted within the 30 days immediately following the date of loss or damage.</li> </ul>

## Claiming under more than one section of the policy

If a claim could be made under any one of more of the following sections of Optional Cover

- "Rent Default and Theft by Tenant";
- "Default of payment of rent by the tenant";
- "Departure of the tenant from the building without notice";
- "Death of a sole tenant";
- "Tenant hardship", or the
- "Rental costs after an insured event" benefit

under either the buildings or contents sections, then we will only pay under one of these sections, in which case the highest benefit applicable will be payable.

## Did you know?

We will consider your buildings are unable to be lived in when they are so damaged that normal domestic activities like cooking, sanitation and personal hygiene cannot take place, and your tenants cannot live in the building.



## Landlords contents

Not applicable when you have contents cover. We'll pay to repair or replace contents you own and that you provide for your tenants use.

When we pay	How much we will pay	What's covered?
We will pay this benefit if the loss or damage occurs as a result of an insured event.	Our maximum payment for this benefit will be the lesser of \$10,000 or up to the remainder of the sum insured after payment of your buildings claim.	<ul style="list-style-type: none"><li>• Furniture and furnishings other than electrical items;</li><li>• Fixtures or fittings; or</li><li>• carpets, loose floor coverings, curtains and internal blinds.</li></ul>



## Motor burnout

Motor burnout can be costly and inconvenient – especially when it happens to a major appliance, like an air-conditioning unit. This benefit covers you if an electrical current damages household electrical motors that you own and that are fixed to your buildings.

When we pay	How much we will pay	What's covered?
Damage caused by an electrical current to a household electrical motor (including sealed or semi-sealed refrigeration units).	We will pay the total cost of repair or replacement of household electrical motor less the amount of the policy excess.	Motors less than 10 years old.

### When we will not pay for motor burnout

We will not pay for:

- a. any associated repair or replacement costs for items such as fuses, switches, electronic components, printed circuit boards, bearings, lighting or heating elements, protection devices, or electrical contacts at which sparking or arcing occurs in ordinary working;
- b. the cost of removing or reinstalling:
  - underground or submersible pump motors above 1.86 kW (2.5 hp); or
  - multi-stage and bore hole pumps;
- c. the cost of repair or replacement of rectifiers and transformers;
- d. motors if the damage is covered under any warranty or manufacturers' guarantee; or
- e. motors more than 10 years old.

# Contents

covered  
by contents  
insurance

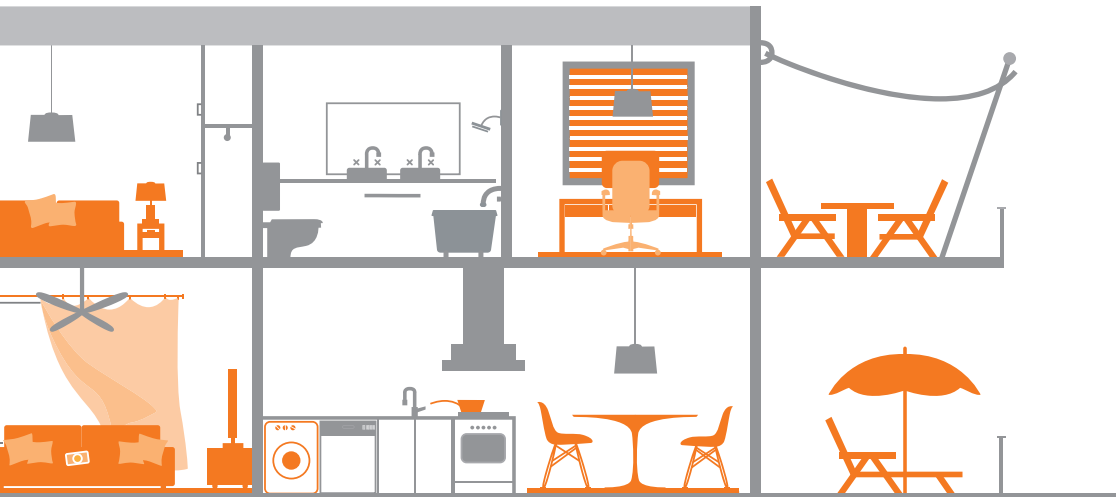
covered  
by buildings  
insurance



## Contents > What's covered?

Contents insurance covers the belongings you have at the insured address that you have provided for the use of your tenant: from your furniture, carpet and appliances and even your BBQ.

So, if any of the insured events happen during the period of insurance, we'll pay to repair or replace your contents – up to the sum insured and subject to the policy terms, conditions, limits and exclusions.



# What's covered

## Contents

What are your 'contents'? These are things you own or that you are legally responsible for, like your furniture, white goods and carpets, which you have installed specifically for the use of your tenant.

What's covered?	What's not covered?
<ul style="list-style-type: none"><li>✓ Carpets and loose floor coverings</li><li>✓ Curtains and internal blinds</li><li>✓ Furnishings, furniture and household goods</li><li>✓ Light fittings which are not permanently installed to the buildings</li><li>✓ White goods (like fridges and washing machines) unless fixtures or covered by buildings cover</li><li>✓ removable domestic appliances and utensils</li><li>✓ Swimming pools, saunas and spas (including their fixed accessories) which are designed to be dismantled and moved (excludes water)</li><li>✓ When the buildings in which the contents are located are part of a strata title development the term contents also includes fixtures and fittings and other structural improvements which are not insurable by the body corporate.</li></ul>	<ul style="list-style-type: none"><li>✗ Any other items not specifically mentioned in the 'What's covered?' list</li><li>✗ Anything which is covered under 'Buildings' on pages 30 - 31</li><li>✗ Contents when they are in the internal or external common areas of a residential flat, home unit, town house or other type of multiple occupancy residence where any of the other owners, tenants, their guests or the public have access (including whilst contained in or on any vehicle in those areas)</li><li>✗ Contents in a shipping container.</li></ul>



## Contents cover – additional benefits

We want to make sure that your policy offers you great features. Unless we have stated differently under one of the additional benefits listed below, the benefit will only apply where we have accepted a claim for loss or damage caused by an insured event.

Some of the following additional benefits are paid in addition to your contents sum insured. Check each of the additional benefits for details.

In most cases no excess applies for these benefits, unless stated otherwise.

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred to the amount we would have authorised had you asked us first.

General exclusions may apply – please see pages 55 to 59 for a full list of exclusions.



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### Debris removal

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### Rental costs after an insured event

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### Motor burnout

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### Contents in the open air at the insured address

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### Debris removal

We'll pay the reasonable costs of removing debris if your contents are damaged or destroyed by an insured event. This is an extra amount, paid on top of your contents sum insured. No excess applies to this benefit.

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#### When we pay

We will pay this benefit when we have approved these costs before they are incurred. Please contact us to confirm approval.

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#### How much we will pay

We will pay up to 10% of the contents sum insured.

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#### What's covered?

The cost of removing contents debris that is a direct result of the insured event.

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## Rental costs after an insured event

**This benefit is applicable only if the building is part of a strata title development and you have contents cover only.**

If your buildings are damaged by an insured event during the period of insurance that we have agreed to cover and your buildings are unable to be lived in by your tenant, or access to or the use of your buildings was not possible we'll pay for your loss of rent on the buildings.

This is an extra amount, paid in addition to your contents sum insured. No excess applies to this benefit.

No cover is provided under this benefit if you are covered for 'Rental costs after an insured event' under the building cover section.

When we pay	How much we will pay	What's not covered?
<p>We will pay this benefit if the loss or damage occurs to your buildings as a result of an insured event and the buildings are unable to be lived in by your tenant, or access to or use of the buildings is not possible and causes:</p> <ul style="list-style-type: none"><li>- damage to other property in the vicinity of the buildings; or</li><li>- damage within the strata title development itself, where the building is a lot, and</li><li>- this damage prevents access to or use of the building for a minimum period of 7 days.</li></ul>	<p>We will pay for your loss of rent on the buildings:</p> <ul style="list-style-type: none"><li>• for the length of time reasonably necessary to reinstate your buildings or for which access is denied, or</li><li>• up to a maximum period of 12 months, whichever period of time is lesser.</li></ul> <p>The amount we pay will be based on the weekly rent payable by your tenant as at the date of damage to the buildings.</p>	<p>We will not pay for your loss of rent if:</p> <ul style="list-style-type: none"><li>- the buildings have not been tenanted for more than 60 consecutive days immediately before the date of the loss or damage (this exclusion will not apply if the insured address was purchased by you less than 60 days before the date of the insured event);</li><li>- you did not have a lease or rental agreement in place for your buildings to be tenanted within the 30 days immediately following the date of loss or damage.</li></ul>

## Claiming under more than one section of the policy

If a claim can be made under any one of more of the following sections of Optional Cover

- "Rent Default and Theft by Tenant";
- "Default of payment of rent by the tenant";
- "Departure of the tenant from the building without notice";
- "Death of a sole tenant";
- "Tenant hardship", or the
- "Rental costs after an insured event" benefit

under either the buildings or contents sections, then we will only pay under one of these sections, in which case the highest benefit applicable will be payable.

## Did you know?

We will consider your buildings are unable to be lived in when they are so damaged that normal domestic activities like cooking, sanitation and personal hygiene cannot take place, and your tenants cannot live in the home.



### Motor burnout

Motor burnout can be costly and inconvenient – especially when it happens to a major appliance, like a fridge, freezer or washing machine. This benefit covers you if an electrical current damages household contents electrical motors that you own and that you have provided for your tenants use.

When we pay	How much we will pay	What's covered?
Damage caused by an electrical current to a household contents electrical motor (including sealed or semi-sealed refrigeration units).	We will pay the total cost of repair or replacement of any household contents electrical motor less the amount of the policy excess.	Motors less than 10 years old.

## When we will not pay for motor burnout

We will not pay for:

- a. any associated repair or replacement costs for items such as fuses, switches, electronic components, printed circuit boards, bearings, lighting or heating elements, protection devices, or electrical contacts at which sparking or arcing occurs in ordinary working;
- b. the cost of removing or reinstalling:
  - underground or submersible pump motors above 1.86 kW (2.5 hp); or
  - multi-stage and bore hole pumps;
- c. the cost of repair or replacement of rectifiers and transformers;
- d. motors if the damage is covered under any warranty or manufacturers' guarantee; or
- e. motors more than 10 years old.



## Contents in the open air at the insured address

We will cover contents in the open air (that you own and that you have provided for your tenants use) which have been lost or damaged by an insured event covered by your policy, up to a maximum amount of \$1,000. No excess applies to this benefit.

We will not cover contents located:

- in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences
- at a location other than the insured address
- in or on a motor vehicle, caravan, trailer or watercraft; or
- in a tent

# Optional Cover

## Your options

Apply to add any of these optional covers for an additional premium.

### **Buildings and/or Contents cover**

The following optional covers may be applied for if you have Buildings cover, Contents cover or both:



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**Rent Default and Theft by Tenant**

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**Landlord workers' compensation**

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### **How do I know if I have these options?**

You can choose to add (eligibility criteria may apply) these optional covers to your policy when you start or renew it (provided we still offer the optional benefit at renewal). You may also be able to add these during your period of insurance by contacting us. If you're not sure whether you have added these optional covers, you can check your policy schedule.

Your policy schedule will show which of the optional additional covers apply.



# Rent Default and Theft by Tenant

## Available for both Buildings and/or Contents cover.

This optional cover provides additional protection under your Landlords insurance.

If you have this cover, we will pay you for your loss of rent due to the occurrence of one or more of the following insured events listed below for the periods stated. In addition, you may be covered for cleaning and legal costs.

The maximum amount we will pay for all claims during the period of insurance for **rent default** under all the listed events below (1 – 3) is \$10,000 in total.

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred to the amount we would have authorised had you asked us first.

## 1. Default of payment of rent by the tenant

### What's covered?

#### Rent default

- ✓ If you have a written rental agreement and your tenant defaults on rent payments during the period of insurance and fails to make good the default after you have issued the appropriate notices which may be required under the current lease or rental agreement or to comply with the requirements of any statutory authority we will pay your loss of rent:

- for a period of up to 15 weeks;
- until another tenant takes up residence in the buildings; or
- until payment of rent recommences,

whichever amount payable is the lesser.

#### Departure of the tenant from the building without notice

- ✓ If you have a written rental agreement and your tenant permanently departs from the building during the period of insurance without providing written or verbal notice of their departure, as required under the current lease or rental agreement, we will pay your loss of rent:

- for a period of up to 6 weeks;
- until another tenant takes up residence in the building; or
- until payment of rent recommences, whichever amount payable is the lesser.

### What's not covered?

#### Applicable to both Rent default and Departure of the tenant from the building - without notice

- ✗ Any rental costs after the date the property is re-tenanted, or when the term of your lease or rental agreement ends, whichever comes first.
- ✗ Loss of rent if:
  - your tenant's rent is in arrears at the commencement date of this policy. (However, if all rent arrears are later paid and the tenant has paid a minimum of four (4) consecutive weeks of the agreed rent in accordance with the written rental agreement, this exclusion will not apply to a subsequent rent default);
  - the rental agreement could have been legally terminated by you or your rental agent; or
  - your tenant leaves the building, with or without notice, and either you or your rental agent have failed to rectify a 'Notice of Remedy' or similar breach notice issued by the tenant to you.

## 2. Death of a sole tenant

### What's covered?

- ✓ If you have a written rental agreement with a sole tenant and that person dies before the end of their tenancy, we will pay your loss of rent from the date of their death:
  - a. for a period of up to 6 weeks; or
  - b. until another tenant takes up residence in the building,whichever amount payable is the lesser.

### What's not covered?

- ✗ We will not pay if the tenant had given you or your agent notice in accordance with the lease or rental agreement prior to their death.

## 3. Tenant hardship

### What's covered?

- ✓ If your rental agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority, or otherwise in accordance with applicable law, on the grounds of hardship on the part of the tenant, we will pay your loss of rent from when the termination order issued by the Residential Tenancies Tribunal or other relevant authority, or termination notice given to you in accordance with applicable law, takes effect:
  - a. for a period of up to 6 weeks;
  - b. until another tenant takes up residence in the building; or
  - c. until payment of rent recommences,whichever amount payable is the lesser.

### What's not covered?

- ✗ Any rental costs after the date the property is re-tenanted.

## 4. Theft by tenant

### What's covered?

- ✓ We will pay for loss or damage to your insured buildings or contents caused by theft, burglary or housebreaking committed by your tenant or invitees of your tenant.

### What's not covered?

- ✗ We will not pay for claims arising out of or in connection with any damage caused by poor housekeeping of your tenants.

## Cleaning costs

### What's covered?

- ✓ If we have accepted a claim under either of the following events covered under the Optional cover Rent Default and Theft by Tenant:
- Departure of tenant from the building without notice; or
  - Death of a sole tenant
- we will also pay up to a total of \$300 for the costs of cleaning your buildings if the tenant fails to clean the property prior to their departure or death and the property is dirty to such an extent that it cannot be re-let in its current state.

### What's not covered?

- ✗ We will not pay for the costs of cleaning to:
- any common areas; or
  - any areas that have not been occupied by your tenant.
- ✗ We will not pay for the costs of any:
- Redecorating, painting or re-painting; or stripping.

## Legal expenses

### What's covered?

- ✓ If we have accepted a claim under any of the following events covered under the Optional additional cover Rent Default and Theft by Tenant:
1. Default of payment of rent by the tenant;
  2. Death of a sole tenant;
  3. Tenant hardship; or
  4. Theft by tenant,
- we will also pay your reasonable legal expenses, up to a maximum amount of \$3,000, for each claim for rent default or theft by tenant provided these expenses have been incurred with our approval (acting reasonably) for the purpose of minimising a claim. Please contact us to confirm approval.

### What's not covered?



### **Special conditions applying to Rent Default and Theft by tenant cover:**

We will not pay any claim under this cover unless you have a written lease or rental agreement in place from the time your tenant takes up residence, noting that a periodic lease is a continuation of the last written lease or rental agreement, on the same or similar terms and conditions.

At the time your tenant entered into the lease or rental agreement you must have collected the total amount of bond monies due under the terms of the lease or rental agreement. This amount must be equivalent to at least 4 weeks rent.

In order to receive cover under section:

1. Default of payment of rent by the tenant;
2. Death of a sole tenant; or
3. Tenant hardship,

you must be actively seeking to obtain a tenant at any time when your building is unoccupied.

If you are entitled to use bond monies to settle or reduce any loss or damage you must do so. To calculate the amount payable under this section we will deduct the amount of any bond monies remaining after you have paid allowable reletting expenses and we will then settle your claim subject to the policy conditions.



## Landlord workers' compensation

### Available for both Buildings and Contents cover.

This option is only available if:

- your Insured address is in Tasmania, Western Australia or the Australian Capital Territory,
- you engage person(s) to do domestic work related to the running of the Insured address,
- those person(s) are deemed to be employed by you under the relevant workers compensation legislation that applies in the State or Territory where your Insured address is located, and
- your current Policy schedule indicates you have Landlord workers' compensation cover.

Examples of domestic work related to the running of your Insured address may include gardening and cleaning.

### What's covered?

Full details and the scope of this cover are outlined in this section, in your current Policy schedule and in the policy wording applicable to where the Insured address is located. The policy wording applicable can be accessed through the links below.

Tasmania

<https://www.einsure.com.au/wb/redirect/PolicyDoc-TASEmployerIndemnityPolicy>

Western Australia

<https://www.einsure.com.au/wb/redirect/PolicyDoc-WAEmployerIndemnityPolicy>

Australian Capital Territory

<https://www.einsure.com.au/wb/redirect/PolicyDoc-ACTEmployerIndemnityPolicy>

The relevant workers' compensation legislation for the State or Territory of the Insured address, will determine what amount we will pay.

There is no excess payable for this cover.

### What's not covered?

Workers compensation cover relevant to person(s) performing work outside of the legislatively recognised domestic work related to the running of the Insured address, in the relevant States or Territory.

For example persons engaged in a business you run or own, or private contractors performing work at your Insured address such as a registered electrician.

All other workers compensation cover, which does not meet the recognised domestic work related to the running of the Insured address under the relevant States and Territory legislation. This cover is available under a separate policy and if you have such a policy is subject to the terms and conditions of that separate policy.

## Additional matters

If you have chosen this option the provisions of the relevant workers compensation legislation related to Landlord worker's compensation cover apply to this cover in the event any provision of this PDS is inconsistent with those legislative provisions. Any inconsistency relevant to this Landlord workers compensation cover will remain part of the PDS for other cover.

You will be subject to conditions and requirements under the relevant workers compensation legislation and failure to meet the requirements may result in limited or no cover.

When this cover is operative it is provided by:

- Australian Capital Territory: Allianz Australia Insurance Limited  
ABN 15 000 122 850
- Western Australia: Allianz Australia Insurance Limited  
ABN 15 000 122 850
- Tasmania: Allianz Australia Insurance Limited  
ABN 15 000 122 850.

As this cover is subject to specific statutory provisions that differ from state to state, certain rights and obligations that apply in respect of the other types of cover referred to in this PDS may not apply to this cover, including in relation to cooling off, cancellation and renewal, and dispute resolution. Further, we are not bound by the Insurance Contracts Act 1984 (Cth) and the General Insurance Code of Practice in respect of this cover offered in this PDS. Please contact us if you would like further information about your rights and obligations in respect of this cover.

# Legal Liability Cover

As part of your Buildings or Contents cover, we include Legal Liability cover. This can cover you if you are found liable for paying compensation following an accident.

## What's covered?

We will cover your legal liability for payment of compensation relating to death, bodily injury or illness, and/or physical loss of or damage to property, which is caused by an accident (or series of accidents) attributable to one source or originating cause.

This cover applies for accidents that occur:

- during the period of insurance, and
- anywhere in Australia, or elsewhere in the world, when you are temporarily outside Australia – provided you normally reside in Australia.

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred to the amount we would have authorised had you asked us first.

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### If you have Buildings cover only

We cover any legal liability you may incur as owner of the buildings.

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### If you have Contents cover only

We will not cover any legal liability you may incur as owner of the buildings.

This condition does not apply if the buildings are defined as a lot and your contents are insured by this policy.

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## What we pay?

We'll pay up to \$20 million for a liability arising out of any one accident (or series of accidents) attributable to one source or originating cause. In addition, we'll also pay all legal costs and expenses you incur with our consent, for which you are legally liable, plus the cost of any lawyers we appoint.

If you have another Buildings or Contents policy with us, we'll reduce the amount we pay by the amount paid out by the other cover for the same liability, loss, occurrence or incidence.

## Liability cover – when your buildings are a total loss

If your buildings are a total loss, we will continue liability cover for any amount you have to pay as owner or occupier of the buildings for up to six months from the date your buildings were destroyed.

This cover will stop immediately if:

- construction commences at the insured address
- you sell the land, or
- you take out a new buildings insurance policy.

## What's not covered?

The following exclusions apply to Legal Liability cover.

### 1. We will not cover your legal liability for:

- damage to your property.
- injury to any person who normally lives with you, or damage to their property.
- injury to your employees (unless you have chosen the Landlord workers' compensation option (see page 50) and cover is provided under that option), or damage to their property.
- claims arising directly or indirectly from (or in any way connected with):
  - the existence, use, operation or maintenance of email
  - computer viruses,
  - internet sites or services,
  - intranet sites or any web site.
- loss of or damage to property in your care, custody or control
- claims arising out of or connected with your business, trade or profession which you are liable for because of the terms of an agreement, other than a rental agreement, you have entered into (unless you would have been liable if the agreement did not exist).
- damage to any land or fixed property resulting from vibration, the removal or weakening of or interference with support to land, buildings or any other property.
- claims arising out of your ownership, possession or use of any:
  - aircraft or aircraft landing area (where 'aircraft landing area' (unless you have chosen the Landlord workers' compensation option (see page 50) and cover is provided under that option), means any area in which aircraft land, take off, are housed, maintained or operated),
  - aerial devices, drones and other remotely or autonomously piloted aircraft, except a model aeroplane or toy kite,
  - mechanically propelled vehicle, except garden equipment, golf buggy or wheelchair which do not need to be registered or do not require statutory bodily injury cover to be taken out,
  - watercraft, except for surfboards, sailboards, canoes and surf skis,
  - firearms or ammunition, including any claims that may arise if these items are not registered, stored or used in accordance with the relevant legislation.
- claims involving buildings in the course of construction or any alterations, additions, demolition, repairs to or decorations of the buildings costing more than \$75,000.

## What's not covered? (continued)

- claims arising directly or indirectly out of, or in any way connected with, the existence, at any time, of asbestos.
- claims arising directly or indirectly from the actual or alleged presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form.
- claims arising out of the discharge, dispersal, release or escape of pollutants. Except for accidents happening in Canada or the United States of America, this exclusion will not apply if the contamination or pollution is caused by a sudden accidental unexpected and unintended happening. We will not pay expenses for preventing such contamination or pollution.
- claims for:
  - pregnancy, or
  - the transmission of disease.
- claims which arise out of your ownership or possession of any building except your buildings located at the insured address as shown in the policy schedule.

### **2. Additionally, we will not pay a claim for:**

- legal liability arising out of breach of copyright, an act of defamation (including libel or slander) or assault caused by you.
- legal liability arising from any:
  - statutory, compulsory scheme or fund
  - accident compensation scheme or workers compensation policy of insurance (unless you have chosen the Landlord workers' compensation option (see page 50) and cover is provided under that option)
  - industrial award, even if the amount recoverable is nil.
- legal liability which is over that recoverable under any:
  - statutory compulsory scheme or fund
  - accident compensation scheme or workers compensation policy of insurance (unless you have chosen the Landlord workers' compensation option (see page 50) and cover is provided under that option)
  - industrial award.
- any aggravated, exemplary or punitive damages, fines or penalties.

# General exclusions

## Things we won't cover

We want to be clear about what you're covered and not covered for. In addition to any other exclusions listed for an event or cover section – here's a list of things we won't cover under any section of the policy.

### Always excluded

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**Loss, damage, injury (unless you have chosen the Landlord workers' compensation option (see page 50) and cover is provided under that option), or legal liability as a result or, caused by or arising from:**

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Actions of the sea

Including:

- storm surge,
  - a rise in the level of the ocean or sea caused by a high tide, a king tide or any other movement of the sea.
- 

Coal Seam Gas

Including: fracking, extraction, exploration, production, installation, removal or any other activities related to manufacture and/or distribution of coal seam gas at your insured address.

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Deliberate, intentional, malicious or criminal acts

By:

- you, your domestic helpers, domestic workers or anyone who lives with you
  - the invitees of you, your domestic helpers, domestic workers or anyone who lives with you
  - any person who is acting with your express or implied consent.
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Lawful seizure

Including lawful confiscation, destruction, detention, nationalisation, requisition or seizure.

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Nuclear

Ionising radiation or contamination by radioactivity from:

- any nuclear fuel or nuclear waste
  - the combustion of nuclear fuel (including any self-sustained process of nuclear fission)
  - nuclear weapons material.
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War

Including any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.

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## Always excluded (continued)

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Wear and tear      Including depreciation, gradual deterioration, lack of maintenance including but not limited to:

- wall and floor tiles and their adhesive or grouting breaking down or deteriorating.
- deterioration of roof tiles or roof ridge capping including around sky lights due to continued exposure to weather over time.
- gradual deterioration and breakdown of bricks, mortar or concrete,
- cracks in walls or sagging floors due to the age of the home.

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Inherent Defects      Including faulty design or materials, structural defects or poor workmanship, unless you were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of such defect or poor workmanship.

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Illegal contents      Which are acquired illegally or are illegally held.

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Soil movement      Including erosion, landslide, mudslide or subsidence unless it is directly caused by and occurs within **72 hours** of an explosion, earthquake, tsunami, storm or flood or flood water, combined with run-off and/or rainwater.

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Maintenance, repair or attempted repair operations      Carried out by your tenants or anyone acting on their behalf.

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Tree roots      Including roots from plants, shrubs or grass.

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# Excluded unless your policy specifically allows it

**Unless we state differently in your policy or policy schedule, we will not pay for loss, damage, injury (unless you have chosen the Landlord workers' compensation option (see page 50) and cover is provided under that option), or legal liability as a result of, caused by or arising from:**

Anything not directly related to one of the insured events	See pages 18 - 27 for a list of insured events. If you have added optional cover to your policy, you will also be covered for events specifically covered by that option.
The action of light, atmospheric or other climatic conditions	However you may be covered by loss or damage caused by: <ul style="list-style-type: none"><li>• lightning</li><li>• storm, cyclone or rainwater</li><li>• earthquake or tsunami</li><li>• flood or run-off</li></ul>
Insects, birds and vermin including native animals	Includes loss or damage caused directly or indirectly by: <ul style="list-style-type: none"><li>• insects or birds,</li><li>• vermin, including native vermin e.g. possums (other than where the vermin cause loss or damage through fire, water or other liquid damage).</li></ul>
Rust, damp or chemical damage	Includes loss or damage caused directly or indirectly by: <ul style="list-style-type: none"><li>• rust, corrosion, algae, mould or mildew. However, we will cover you for loss or damage when it is a direct result of an insured event</li><li>• any process of cleaning, repairing or restoring which involves the use of chemicals.</li></ul>
Lost property	Loss of property which has been simply mislaid or is missing and for which there is no single identifiable event to account for the disappearance.
Any claim while certain items are in use	Includes loss or damage to the following items while they are being used: <ul style="list-style-type: none"><li>• sporting equipment</li><li>• bicycles</li><li>• watercraft</li><li>• drones or other autonomously piloted aircraft</li><li>• firearms.</li></ul>

## Excluded unless your policy specifically allows it (continued)

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Any claim while your building is not lived in for more than 60 consecutive days

Loss, damage or theft if the buildings have not or will not be lived in for any period in excess of 60 consecutive days, unless you have our prior agreement in writing. We will not unreasonably withhold our agreement.

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Mechanical or electrical failure

Loss or damage caused by mechanical or electrical breakdown, failure or derangement, unless the breakdown or failure results in loss or damage to the insured property that is covered by an insured event or causes loss that you are liable for and which is covered under the Legal Liability section of this policy.

However, you will be covered for damage caused by an electrical current to electrical motors as part of the Motor burnout additional benefit.

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Electrical malfunctions, processing errors or computer faults and viruses

Includes loss of damage to electronic equipment or data caused by electrical, electronic or mechanical derangement or malfunction, or by a processing error or computer virus, unless it is a derangement or malfunction which is covered by an insured event or causes loss that you are liable for and which is covered for under the Legal Liability section of this policy.

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We do not cover the cost of data recovery for any reason or consequential loss. This means we don't cover you for anything not expressly described in the cover sections of this policy. For example, we will not pay for loss of income.

This policy does not cover any loss or damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any computer technology (including computer chip or control logic) and which:

- fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic); or
  - arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.
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Consequential loss

This policy does not cover consequential loss of any kind. This means we don't cover you for anything not expressly described in the cover sections of this policy. For example, we will not pay for loss of income.

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## Excluded unless your policy specifically allows it (continued)

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Terrorism	<p>This policy does not cover loss, damage, liability, injury, illness, death, cost or expense arising directly or indirectly out of, or in any way connected with:</p> <ul style="list-style-type: none"><li>• any act of terrorism arising directly or indirectly out of, or in any way connected with, biological, chemical, radioactive or nuclear pollution or contamination or explosion</li><li>• any act of controlling, preventing, suppressing, retaliating against or responding to any act referred to above.</li></ul>
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Power failure or power surge	<p>This policy does not cover loss or damage caused by power failures or surges by your power provider, unless cover is provided under insured events, additional benefits or optional covers you have selected and shown on your policy schedule.</p>
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## Always Excluded

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Communicable Diseases	<p>We shall have no liability under this Policy in respect of any claims or costs arising out of any actual or alleged loss, liability, damage, compensation, loss of use, loss of profit, injury, sickness, disease, death, medical payment, defence cost, inquest cost, accident enquiry, cost, expense or any other amount incurred either directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease or the actual or alleged transmission of a Communicable Disease.</p>
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Economic or Trade sanctions	<p>Notwithstanding anything contained in this Policy to the contrary, we shall not be liable to provide any cover or benefit or pay any claim where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, United Kingdom, or New Zealand, or any other applicable national trade or economic sanctions, laws or regulations. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.</p>
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# Claims

## Claims > What do you need to do?

No one wants things to go wrong so they have to claim on their insurance. But if you do, we'll do our best to make it as positive an experience as we can.

Hopefully you'll never have to claim – but if you do, here's some important information about the claims process. By following these simple instructions when you claim, you can make claiming easier.







And remember, we're here to help. So if you have any questions about making a claim, we'd love to hear from you. Call us using the contact details inside the front cover.

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred to the amount we would have authorised had you asked us first.

## How it works > claims at a glance



# How to make a claim

What you need to do	Why you need to do it
<p><b>Step 1</b> Make sure everyone is safe</p> 	<ul style="list-style-type: none"> <li>✓ Make sure that everyone is safe</li> </ul>
<p><b>Step 2</b> Prevent further damage</p> 	<ul style="list-style-type: none"> <li>✓ Do what you reasonably can to prevent any further damage, loss or liability</li> <li>✓ Consider calling the emergency services in your area if you need help making your property safe.</li> </ul>
<p><b>Step 3</b> Call the police (as required)</p> 	<ul style="list-style-type: none"> <li>✓ Tell the police as soon as reasonably possible about any malicious damage, theft, attempted theft, burglary or loss of insured property.</li> </ul>
<p><b>Step 4</b> Keep evidence</p> 	<ul style="list-style-type: none"> <li>✓ Keep evidence of loss or damage to your insured property</li> <li>✓ Don't authorise repairs or replacement unless you are preventing further loss, damage or liability.</li> </ul>
<p><b>Step 5</b> Contact us</p> 	<ul style="list-style-type: none"> <li>✓ Get in touch with us as soon as reasonably possible by lodging your claim online or calling us, telling us the full details of any loss, damage, liability or injury that you might claim for.</li> </ul>
<p><b>Step 6</b> Provide proof of value and ownership and the amount being claimed</p> 	<ul style="list-style-type: none"> <li>✓ Examples of proof include any receipts, valuations, photographs and instruction manuals to prove value and ownership.</li> </ul>

### What if?

#### You're legally liable for damage.



If you're legally liable for damages to a third party, we may be able to help. Firstly, you must not admit liability or promise to pay anything to do with the claim. If you do not, we may reduce or refuse your claim to the extent we are prejudiced by your admission or promise.

If a third party tries to sue you for damages, we can take over and defend you. How we run any negotiations, proceedings and claim settlements is at our discretion. We will act reasonably having regard to your interests, and will keep you informed if you ask us to.

If you need to make a claim for legal liability, you can write and ask us to agree that you're covered for the claim. See Legal Liability Cover on page 52.

### What if?

#### You have to make a total loss claim.

**If we pay your claim for the total sum insured for any part of the policy,** or enough to pay for the total loss or destruction of all your insured property, that part of the policy will end.

**If we accept your claim and pay you the total sum insured for your property,** we'll deduct any unpaid premium from the amount we pay you.

For example, if you pay your annual premium in monthly instalments, we'll deduct the remaining premium for the rest of the year from your claim amount. That's because the premium is for a full year of cover – so even if you claim just a couple of months in, you still need to pay for the whole year.

**If we replace or rebuild the property,** you need to pay us the balance of any premium that you owe for that year.

## Your responsibilities

During the claims process you need to take reasonable steps to co-operate with us, this may include;

- giving us access to your home at reasonable times and frequency so that a repairer or any other representative we choose can assess loss or damage to your home and contents
- providing us with information we reasonably request (which may include being interviewed by our representatives)
- providing us with documents we reasonably request to assist with the assessment of your claim – for example, bank or credit card statements, phone records, proof of ownership, notices or court documents, close up photographs, valuations, proof of purchase (including sales receipts).

If you do not take reasonable steps to co-operate with us we may not be able to progress or approve your claim, to the extent we are prejudiced by your failure to cooperate.

## Our rights of recovery

We may be entitled to recover any claim that we've paid from the person or entity that caused the loss, damage or liability. We can decide to take legal action in your name to do so. We have full discretion in the way we conduct, settle or defend any claim made in your name. If we end up recovering more than we paid to you on your behalf, we'll pay you the balance. We will act reasonably having regard to your interests and will keep you informed if you ask us to.

## How we settle your claims



### Buildings claims

If we agree to cover your claim for loss of or damage to your buildings, we will pay the reasonable cost of repairing or rebuilding the damaged part of your buildings to the same condition as when it was new.

At our discretion (acting reasonably), we may:

- arrange for repairers, builders or suppliers to repair or rebuild your home, or
- pay you the reasonable cost of repairing or rebuilding your home in cash or cash equivalent.

When it is not possible to use original materials during the repair or rebuilding process, we will make best efforts to use the nearest available equivalent to the original materials.

Unless we have agreed in writing (acting reasonably), repair or rebuilding of your buildings must commence within six months of the loss or damage. If not, we will not be liable for any costs beyond the repair or rebuilding costs as at the date the loss or damage occurred. We will extend the six month period to the extent we caused or contributed to the delay in repairing or rebuilding your buildings.

### What if you don't want to repair or rebuild?

If we have chosen to repair or rebuild your damaged buildings, but you don't want to repair or rebuild, we will pay you either:

- the reasonable cost to repair or rebuild your damaged buildings, less an amount for depreciation (based on the age and condition of the buildings), or
- the difference between the value of the land and buildings at the insured address immediately before and after the loss or damage occurred.

If the buildings are totally destroyed by the insured event and we agree to rebuild your buildings, rebuilding may be carried out on another site provided that we agree in writing.

## Special items

These items have additional settlement conditions:

- Dividing fences, which may include gates and free-standing walls: the most we'll pay is half the cost of repairing or rebuilding, after taking into account depreciation, based on its age and condition. If a dividing fence or structure is made of trees, shrubs, hedges, plants or similar vegetation compensation will be limited to the landscaping limit of \$5000 noted under Buildings cover (if shown as insured on the policy schedule).
- Fixed wall, floor and ceiling coverings: repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred. We will make best efforts to repair the damaged areas using the nearest available equivalent to the original materials.
- Roof materials: repair or replacement is limited to the physical area where the loss or damage occurred. When repairing or replacing roof materials, we will make best efforts to use the nearest available equivalent to the original materials.

## The most we will pay

The most we'll pay for damage to your buildings is the buildings sum insured, less any excess that applies (plus any additional benefits that may apply – see below).



## Additional benefits

In addition to the sum insured, we may also pay some additional benefits to help with other costs related to rebuilding your building, including debris removal, surveyors' fees and more. See Buildings cover: additional benefits on pages 32 - 37 for details.

## Your cover after a claim

### Partial loss

If your buildings are not totally destroyed by the insured event and your buildings sum insured is only partially used up in the repair or rebuilding of your damaged buildings, your buildings sum insured will remain as it was before the claim was made.

### Total loss

If your buildings are a total loss or the total buildings sum insured is exhausted, then the buildings cover under your policy will end. However, your Legal Liability cover as owner of the property will continue until the earliest of:

- six months from the date the insured event caused the damage,
- when rebuilding starts at the site,
- when you sell the land, or
- when you take out a new insurance policy at the site.

If you pay your premium:

- Annually in full – there will be no premium refund for any time left in the period of insurance for the buildings cover.
- In instalments – any remaining instalments for that period of insurance will be deducted from your claim settlement.





## Contents claims

If we agree to cover your claim for loss of or damage to your contents, at our discretion (acting reasonably), we may:

- repair or replace the item (or items)
- reimburse you in cash equivalent, store credit or cash, (at our discretion) for the reasonable cost of repair or replacement of the item (or items), or
- reimburse you up to the amount of the sum insured of the item (or items).

Where we have elected to settle your claim by cash reimbursement, we consider the reasonable cost of repair or replacement to be the retail price of the item as if it were new. We will not pay the extra cost of purchasing an extended warranty on any item.

If we elect to repair or replace the item (or items) and you request payment in the form of cash instead, then we may, at our discretion (acting reasonably), decide whether to agree to your request. If we do agree, the amount of the cash settlement will be reduced by any discount that would be available to us if we were to repair or replace the item (or items). We will not apply the discount to the cash settlement if there is a reasonable and valid reason provided to us as to why a cash settlement would be more appropriate in the circumstances than repairing or replacing the item (or items) e.g. your urgent need to replace or repair the item sooner than the time we can repair or replace it.

For obsolete electrical appliances, such as outdated TVs, we may repair or replace to an equal specification (but not brand). If this is not available, it means to the nearest better specification available. It may be a different brand.

For claims with multiple items, we may pay the claim using a combination of the above options.

### Special items

These items have additional settlement conditions:

- Carpet, loose floor coverings, curtains or internal blinds: repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred. We will make best efforts to repair the damaged areas using the nearest available equivalent to the original materials.

### The most we will pay

The most we'll pay for loss or damage to your contents is the relevant sum insured (and any additional benefits that may be payable in addition to the sum insured – see below), less any excess that applies.



### Additional benefits

We may also pay some additional benefits to help with other costs related to your claim, including debris removal.

See **Contents cover – additional benefits** on pages 41 - 44 for details.

## **Your cover after a claim**

### **Partial loss**

If your contents are not totally destroyed by the insured event, and your sum insured is not exhausted by the claim, your cover will continue and your sum insured will remain as it was before the claim was made.

### **Total loss or contents sum insured exhausted**

If your contents are a total loss or the total applicable contents sum insured is exhausted then the applicable contents cover under your policy will end unless you apply for additional cover and agree to pay us any additional premium we may require.

If the contents cover under your policy comes to an end mid-term, if you pay your premium:

- Annually in full – there will be no premium refund for any time left in the period of insurance for the applicable contents cover.
- In instalments – any remaining instalments for that period of insurance will be deducted from your claim settlement.

## **Rent Default and Theft by Tenant, (including Legal expenses and cleaning cost claims)**

If you are entitled to use bond monies to settle or reduce any loss or damage you must do so. To calculate the amount payable under this section we will deduct:

- the amount of any bond monies remaining after you have paid allowable re-letting expenses; and
- any applicable excess shown in your policy schedule

We will then settle your claim subject to the policy conditions.

Where a claim for rent default or theft by tenant is made at the same time as a claim for related legal expenses or cleaning costs the applicable excess(es) are payable once only.

## How it all works > Claim examples

The following are claim settlement examples only to show you how a claim settlement may be calculated based on practical scenarios. Any actual claim settlement will depend on the facts, and circumstances of the claim and if we decide to settle your claim.

These examples do not waive your obligations or responsibilities when making a claim.



### Storm or lightning damage

#### Storm damage

##### Example 1: If you have Buildings cover

Building sum insured	\$450,000
Optional cover	None selected
Basic excess	\$500
Loss or damage	Your roof is damaged as a result of a storm
Repair / replacement cost	\$15,000 to repair your roof
How we may settle your claim	We agree to arrange a builder and pay them \$14,500 to repair your roof. You pay the builder the \$500 basic excess
<b>Total settlement value \$14,500</b>	



### Vandalism or malicious damage

#### Malicious damage

##### Example 2: If you have Buildings cover

Building sum insured	\$400,000
Optional cover	None selected
Basic excess	\$500
Loss or damage	Tenant causes malicious damage to property by punching a hole in the wall
Repair / replacement cost	\$3,000 to repair your wall
How we may settle your claim	We agree to arrange a builder and pay them \$2,500 to repair your wall. You pay the builder the \$500 basic excess
<b>Total settlement value \$2,500</b>	



## Rent Default or Theft by Tenant

### Your tenant defaults on rent payments

#### Example 3: If you have Buildings and / or Contents cover

Building sum insured	\$350,000
Optional cover	Rent Default and Theft by Tenant
Basic excess	\$500
Loss or damage	Tenant defaults on rent payments and fails to make good after you have issued the appropriate notice.
Amount of claim	Loss of weekly rental: $\$500 \times 8 \text{ weeks} = \$4,000$
How we may settle your claim	We agree to pay \$1,500 calculated as follows: <ul style="list-style-type: none"><li>- <math>8 \text{ weeks} \times \\$500 = \\$4,000</math></li><li>- Less the amount of bond money you are entitled to (\$2,000)</li><li>- Less your excess (\$500)</li></ul> We pay you \$1,500
<b>Total settlement value \$1,500</b>	

# Other important information

Here are some other important things you should know about your policy, how we treat your personal information and what to do if you have a complaint.

## **Your responsibilities – your Duty to take reasonable care not to make a misrepresentation**

You must take reasonable care not to make a misrepresentation to us. This responsibility applies until we issue you with a policy for the first time or agree to renew, extend, vary/change, or reinstate your policy.

You must answer our questions honestly, accurately and to the best of your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if you do not answer a question or if your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, we will treat your answers or representations as theirs.

Whether or not you have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether you are represented by a broker, your particular characteristics and circumstances we are aware of.

**If you do not meet the above Duty**, we may reject or not fully pay your claim and/or cancel your policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and we may treat your policy as if it never existed.

If our information or questions are unclear, you can contact us via the details on the back cover or visit [www.allianz.com.au/misrepresentation](http://www.allianz.com.au/misrepresentation)

## Your privacy

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

### How we collect your personal information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### Why we collect your personal information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; make offers of products and services provided by us, our related companies, brokers, intermediaries, business partners and others that we have an association with that may interest you; and conduct market or customer research to determine those products or services that may suit you.

You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

If you do not provide your personal information we require, we may not be able to provide you with our services, including settlement of claims.

### Who we disclose your personal information to

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

### Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## **Access to your personal information and complaints**

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am 6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how we deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au).

### **Telephone call recording**

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

### **Your consent**

By providing us with personal information you and any other person you provide personal information for, consent to these uses and disclosures until you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

## **Receiving your policy documents**

You may choose to receive your policy documents:

- in person to you or your agent
- electronically to the email address you've given us where you have agreed to receive notices electronically
- by post to the address you've given us.

Any documents sent by email will be considered to have been received by you 24 hours from the time we sent them to your email address. If you do not tell us to send your documents to you electronically, then we will send them to you by post to the mailing address that you have provided us.

It is your responsibility to make sure that both the email and mailing address you have provided us are up to date. This means you need to let us know if you change your email or mailing address as soon as reasonably possible.

## **Assigning your rights**

You are not allowed to assign any benefits, rights or obligations under your policy unless you have our written permission to do so. We will not unreasonably withhold our permission.

## **Phoning for assistance and confirmation of transactions**

If You require further information about this insurance or wish to confirm a transaction, including a claim, please contact us. Alternatively, if you wish to automatically receive the confirmation of the transaction after it occurs (eg. at the conclusion or settlement of the claim), please contact us.

## Complaints

If you are dissatisfied with our service in any way, please contact us and we will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If we do not make a decision within the period that we tell you we will respond, we will tell you about your right to lodge a complaint with an external dispute resolution scheme.

If you are not happy with our response, you can refer your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

### **The Australian Financial Complaints Authority**

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

Phone: 1800 931 678

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

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how we handle complaints you can request a copy of our procedures, by contacting us on 13 1000.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting us on 13 1000.

For more information on the Code Governance Committee (CGC) go to

<https://insurancecode.org.au/>

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.apra.gov.au>

## Terrorism and Cyclone Insurance Act 2003

We have determined that the policy (or part of it) is a policy to which the Terrorism and Cyclone Insurance Act 2003 applies.

We may elect to reinsure part or all of our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC).

As a consequence, we may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by us and administrative costs associated with the legislation) is reflected in the premium charged to you. As with any other part of the premium, it is subject to government taxes and charges such as GST, Stamp Duty and where applicable, Fire Service Levy.

For further information contact Allianz.



# Cancellation rights under the policy

## When you can cancel this policy

You may cancel this policy at any time by telephoning us.

## When we can cancel this policy

We have the right to cancel this policy in certain circumstances, including where:

- you failed to comply with your duty to take reasonable care not to make a misrepresentation,
- you have failed to comply with a provision of your policy, including a term relating to payment of premium,
- you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that the policy covers you, or
- where we are otherwise permitted to do so by law.

If you pay your premium by instalments and an instalment becomes overdue, we will cancel in accordance with the process set out in 'Your insurance premium', see page 13.

If you pay annually and you have not paid your premium or we cancel the policy for any other reason, we'll give you at least 3 business days' notice in writing before the cancellation date, either:

- in person to you or your agent
- electronically to the email address you've given us where you have agreed to receive notices electronically
- by post to the address you've given us

## Cancellation costs

If your policy is cancelled, we may deduct a pro rata proportion of the premium for time on risk, plus all or part of any government taxes, levies or duties.

If you have made a total loss claim under this policy and we have agreed to the claim, we will not return any premium if the amount claimed exceeds the premium you have paid.

## Renewal procedure

Each year on renewal, we'll generally send a renewal invitation and let you know the renewal cost.

For Buildings and Contents covers, we'll automatically increase the cover amount (the sum(s) insured), to help it keep pace with inflation and rising costs and helps to reduce the risk that you will be underinsured. We recommend that you check the new amounts to make sure they continue to cover your full replacement values and to make sure your insurance still meets your needs. If you don't want us to increase the sum(s) insured, just let us know.

If you pay your premium by direct debit, we'll automatically renew the policy and continue to debit your nominated bank account or credit card unless you tell us to stop.

If you pay your premium annually, you must pay the full amount by the due date shown on your renewal invitation in order for cover to continue.

## GST Notice

Any dollar amounts shown in this PDS and in your policy schedule include GST (where it applies), unless otherwise stated. This includes your sum insured / limit of indemnity, other benefits we will provide limits, optional cover limits and other limits shown in the policy.

### **Businesses registered for GST**

If you are registered for GST, or register for GST after commencement of your policy, you need to tell us:

- your Australian Business Number (ABN), and
- the percentage of the GST paid on any premiums, which you have claimed or are entitled to claim as an Input Tax Credit (ITC).

### **Claims settlements – amounts we will pay**

Your GST registration status may have an impact on the amount that we will pay you to settle a claim.

If you are entitled to an ITC for the GST incurred on costs which you are liable for, relevant to your claim (such as services to repair a damaged item insured under the policy), we will reduce any payment to you by that ITC entitlement. Any claim settlement payments we make to third parties will also be reduced by their ITC entitlement.

This is the case – even where we've stated the settlement amount will include GST.

This includes amounts for services or replacement goods not authorised by us, for example, if you repair, rebuild or replace your insured property without our authority.

The policy does not provide any cover for any GST that you may be liable for as a result of understating or failing to provide your ITC entitlement, nor any fine, penalty or charge for incorrectly accounting for GST on claims settlements received.

## **Governing Law**

Your policy is governed by the law of the Australian state or territory where your insured property is usually kept or is located.

## **Failure to comply with policy conditions**

If you do not comply with the policy terms and conditions, we may reduce what we pay you by an amount to take into account any disadvantage we suffer as a result of your non-compliance.

# Definitions

Some of the words in this policy have special meanings wherever they appear. These words and their meanings are defined below.

<b>When we say</b>	<b>We mean</b>
Allowable reletting expenses	Reletting expenses as specified in the current lease or rental agreement for the building.
Actions of the sea	<ul style="list-style-type: none"><li>• Storm surge</li><li>• A rise in the level of the ocean or sea caused by a high tide, a king tide or any other movement of the sea.</li></ul>
Body corporate	The body corporate, owners' corporation, corporation, strata company or strata corporation of the strata title development applicable to the strata or unit titles legislation which applies in the State or Territory where the lot is located.
Bond monies	The amount paid by your tenant at the start of the current lease or rental agreement that is held as security against damage or loss of rent. Your policy will operate on the basis that bond money equal to at least four weeks rent has been paid.
Building or Buildings	The home building or lot at the insured address that is primarily used as a place of residence, that are listed as covered in the "What's a Building (and what's not)" section of this PDS on page 30.
Burglary	Loss or damage following forcible and violent entry.
Cash equivalent	The reimbursement to you by a method other than cash. This includes but is not limited to store card, store credit and pre-paid debit card.
Common property	Property owned by the body corporate that is identified as common and forming part of the strata title development and that is not part of any lot.

When we say	We mean
Communicable Disease	<p>(a) Any disease infectious in humans forming part of the Listed Human Diseases under, or is the subject of a Human Biosecurity Emergency under, the <i>Biosecurity Act 2015 (Cth)</i> and any of its subsequent amendments or any similar such listing or declarations of diseases under any subsequent statute that repeals and replaces the <i>Biosecurity Act 2015 (Cth)</i> in whole or part, whether or not such declaration has taken place before or after inception of this policy; or</p> <p>(b) Any disease infectious in humans forming part of the Quarantinable Infectious Diseases as defined under the <i>Health Act 1956 (NZ)</i> and any of its subsequent amendments or any similar such listing of diseases under any subsequent statute that repeals and replaces the <i>Health Act 1956 (NZ)</i> in whole or part, whether or not such declaration has taken place before or after inception of this policy; or</p> <p>(c) Any pandemic or epidemic, as declared as such by the World Health Organisation.</p>
Contents	Contents as listed on page 40.
Contents in the open air	<p>Contents at the insured address which are located:</p> <ul style="list-style-type: none"> <li>• in the open air;</li> <li>• under an open sided structure or carport; or</li> <li>• on a patio or verandah.</li> </ul>
Default of payment of rent	<p>Means that the tenant:</p> <ul style="list-style-type: none"> <li>• is still occupying the building but is not paying rent, and</li> <li>• has been issued with the appropriate notices (including all notices required to be given under any relevant State or Territory legislation) in relation to non-payment of rent, such as “Notice to Remedy Breach” and “Notice to Leave”.</li> </ul>

<b>When we say</b>	<b>We mean</b>
Excess	<p>The amount you, or the person making the claim, must pay towards the claim unless we state that an excess does not apply. The excess(es) you need to pay for each cover type is shown on your policy schedule, or referred to in this PDS. You will only have to pay the applicable excess(es) once in respect of any single claim if your buildings and contents are damaged by the same insured event.</p> <p>For earthquake and tsunami claims, an additional excess of \$250 also applies to loss or damage caused by each earthquake or tsunami or a series of earthquakes or tsunamis during any period of 48 consecutive hours.</p>
Fixtures	Fixtures as listed on page 31.
Flood	<p>The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ul style="list-style-type: none"> <li>• a lake (whether or not it has been altered or modified);</li> <li>• a river (whether or not it has been altered or modified);</li> <li>• a creek (whether or not it has been altered or modified);</li> <li>• another natural watercourse (whether or not it has been altered or modified);</li> <li>• a reservoir;</li> <li>• a canal; or</li> <li>• a dam.</li> </ul>
Hydrostatic pressure	Pressure exerted by a fluid due to gravity. An example of where hydrostatic pressure may cause damage to your property is where you have emptied your in-ground fibreglass swimming pool for maintenance purposes and there is heavy rainwater or a flood. If the pressure exerted on the empty pool by water which has soaked into the surrounding ground, exceeds the weight of the empty pool, it can cause it to 'pop' out of the ground.
Insured address	The address shown on your policy schedule.
Landscaping	Landscaping as listed on page 31.
Legal expenses	Are those you incur when you have to apply to a court for remedial action against a tenant.

<b>When we say</b>	<b>We mean</b>
Lot	The lot or unit in a strata title development at the insured address. It includes fixtures and fittings which are not insurable by the body corporate. It does not include common property or fixtures and fittings which are insurable by the body corporate.
Malicious damage	The wilful act or acts of a person or persons, other than you or your agents and employees or other representatives, which causes damage to your buildings and/ or contents with the deliberate and direct intention of denying you the use or benefit of the buildings and/or contents damaged; it does not mean poor housekeeping, theft, burglary or housebreaking.
Period of insurance	The period of time commencing on the effective date stated in the policy schedule and ending on the expiry date stated in the policy schedule or the date the policy otherwise ends in accordance with its terms, whichever is the earlier. Each renewal gives rise to a separate period of insurance.
Policy	This Product Disclosure Statement (PDS), the policy schedule and any other documents we agree with you that form part of the terms and conditions of our contract with you (such as a Supplementary PDS or any special conditions or endorsements issued to you in written form).
Policy schedule	The relevant policy schedule issued by us which sets out important details of cover such as who is insured, the cover(s) provided, the period of insurance, the premium payable, the sums insured, the relevant limits, excesses and other important information.
Poor housekeeping	Careless, untidy, unclean, unhygienic habits or neglect of domestic household maintenance which may result in; loss or damage including liquid, dirt or food stains to items such as fixed flooring and carpets or furniture, odours, abandoned items or rubbish, drawing or painting on walls which requires cleaning, repairing or removing.
Rainwater	Rain falling naturally from the sky onto the buildings and/or ground.
Rental agreement	A legally binding written contract between the tenant of your property and you or your managing agent which sets out the terms and conditions of the tenancy, including; the premises for rent, the term of the tenancy, the amount of weekly rent payable to you and the bond or security paid by the tenant. Such a contract may also be referred to as a lease or residential tenancy agreement.

<b>When we say</b>	<b>We mean</b>
Run-off	Rainwater that has collected on or has flowed across normally dry ground or has overflowed from swimming pools or spas, provided such rainwater is not combined with flood waters.
Storm	Violent wind (including cyclones and tornadoes), thunderstorms or hail which may be accompanied by rainwater or snow.
Storm surge	A rise above the normal water level along a shore resulting from strong onshore winds and/or reduced atmospheric pressure.
Strata title development	Any form of land title which allows for multiple individual titles to exist in or on a block of land where the common property is held under a single separate title and which is applicable to the strata or unit titles legislation which applies in the State or Territory where the land is located.
Structures	Structures as listed on page 30.
Terrorism	Any act of terrorism including, but not limited to, any act or preparation in respect of action or threat of action, designed to: <ul style="list-style-type: none"> <li>• influence a government or any political division within it for any purpose, and/or</li> <li>• influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.</li> </ul>
Theft	Theft without forcible entry.
Tsunami	A wave or waves caused by sudden movement of the ocean due to earthquakes, volcanic eruption or other meteorological disturbances. It does not include anything we define as actions of the sea.
Unable to be lived in	When your building is so damaged that normal domestic activities like cooking, sanitation and personal hygiene cannot take place, and your tenant reasonably cannot live in the building.
We, our or us	Allianz Australia Insurance Limited AFS Licence No. 234708, ABN 15 000 122 850.
You or your	The person(s) named in the current schedule as the insured.



# Additional information

## Conduct of others

Where a claim is made for a loss that is excluded as the result of the act of any person who is insured under the policy, we may consider certain factors that may have triggered the exclusion and we may make a discretionary decision to assist you in a way which is fair and reasonable in the circumstances. If we do this we may make a payment to you or repair, reinstate or replace an item. This will apply even though we are not legally required to pay the claim. Factors we will consider include:

1. Mental illness;
2. An act of violence or intimidation; and/or
3. When cover has been varied or terminated with malicious intent.

This clause does not apply to the liability section of the policy or form part of the terms and conditions of the policy and does not confer any contractual or other right. Any payment we may make is at our sole discretion only.

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**For all enquiries please call Heritage Bank  
on 13 14 22 or visit your local branch**

**[www.heritage.com.au](http://www.heritage.com.au)**

Allianz Australia Insurance Limited (Allianz)

ABN 15 000 122 850

AFS Licence No. 234708

GPO Box 9870 Melbourne VIC 3000

Telephone: 13 2664

This insurance is underwritten by Allianz Australia Insurance Limited (Allianz), ABN 15 000 122 850, AFS Licence No. 234708.  
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**POL1393FI/HB 10/24**