

# Landlord Insurance.

## Supplementary Product Disclosure Statement.

This Supplementary Product Disclosure Statement (SPDS) is effective from 1 July 2019.

This SPDS supplements the information contained in the Landlord Insurance Product Disclosure Statement (PDS), which was prepared on 11 August 2015.

For Landlord Insurance first issued or renewed on or after 1 July 2019 you should read this SPDS together with the PDS prepared on 11 August 2015 and the SPDS prepared on 31 May 2018 before making a decision about purchasing Landlord Insurance.

The PDS prepared on 11 August 2015, the SPDS prepared on 31 May 2018, this SPDS and your policy schedule become your contract with us, but only those parts of these documents which are relevant to your choice of cover will apply.

### Changes to the PDS.

#### 8. Making a complaint.

The fax number under heading '2. If you are not satisfied.' (page 44 of the PDS) is deleted.

The information under and including the heading '3. Financial Ombudsman Service.' (page 45 of the PDS) is deleted and is replaced with the following:

#### **3 Australian Financial Complaints Authority.**

You may be able to refer your complaint to the Australian Financial Complaints Authority, including if we haven't been able to resolve your complaint to your satisfaction, or 45 days have passed since you first told us about your complaint and you haven't heard back from us. The Australian Financial Complaints Authority provides a free, independent dispute resolution service to consumers for most general insurance disputes. You may lodge a complaint in the following ways:

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

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

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

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



Landlord Insurance is issued by Westpac General Insurance Limited (WGIL) ABN 99 003 719 319 (except for workers compensation cover where applicable). Westpac Banking Corporation ABN 33 007 457 141 distributes the insurance, but does not guarantee the insurance.

This SPDS has been issued by WGIL. This SPDS was prepared on 7 May 2019.

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# Landlord Insurance.

## Supplementary Product Disclosure Statement.

Effective: 30 June 2018

**This Supplementary Product Disclosure Statement (SPDS) supplements the information in the Landlord Insurance Product Disclosure Statement, which was prepared on 11 August 2015 (PDS).**

For Landlord Insurance policies issued on or after 30 June 2018, or renewed on or after 30 July 2018, the PDS should be read together with this SPDS.

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

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# Changes to the PDS.

## 2.6 Your premium.

*A new paragraph is inserted at the end of the subsection headed **How is your premium calculated?** on page 6:*

Based on your sums insured, a minimum premium may be applied.

*A new subsection is added after the subsection headed **How is your premium calculated?** on page 7:*

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

Each time we offer to renew your policy, we will automatically adjust your sum insured, to make an allowance for increased costs of construction materials and goods (for Building cover) and replacement costs (for Contents cover). For more details, refer to *Sum insured automatic indexation* on pages 28 and 31. This will also result in an increase to your premium. If you want to adjust your sum insured at any time, please let us know.

*The subsection headed **No claim discounts** on page 7 is deleted and replaced with the following:*

### **No claim discount.**

You may be eligible to receive a no claim discount on your premium.

When you initially take out a policy, your 'no claim discount' will be based on your previous claims history. The 'no claim discount' then increases by 5% for each claim free year, up to a maximum discount of 15%.

If we agree to pay a claim, any 'no claim discount' you have will be reduced by 5% for each claim made at your next renewal date.

*New subsections are added after the subsection headed **Managing monthly payments** on page 8:*

### **Changes to your premium.**

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

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

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

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

If you don't pay your premium, we may be able to cancel your policy. For more details, refer to *When can we cancel your policy?* on page 10.

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

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

# 3 General exclusions.

The subsection headed **Maintenance and building** on page 11 is deleted and replaced with the following, so that your policy does not cover any loss or damage that is caused by or arises from:

## **Maintenance and building.**

- defects in design, structure, materials, workmanship or construction,
- failure to keep the property insured watertight, well maintained, structurally sound and secure. For example:
  - a storm can highlight defects rather than cause them, and
  - damage due to lack of maintenance or which happens gradually is not covered,
- failure to undertake building work that a relevant authority required you to undertake before the loss or damage occurred,
- obtaining permits or permissions to replace structures that were erected by you illegally or without planning permission, or
- tenants' or their guests' neglect of the property or poor housekeeping.

The subsection headed **Wear and tear, and environmental conditions** on page 11 is deleted and replaced with the following, so that your policy does not cover any loss or damage that is caused by or arises from:

## **Wear and tear, and environmental conditions.**

- wear and tear, gradual deterioration, or fading,
- rust, corrosion, oxidisation, mould, mildew or atmospheric conditions,
- earth or soil movement (other than earthquake) including landslide, subsidence, erosion or heave,
- settling, expansion, shrinkage or vibration,
- actions or movements of the sea or high water (other than storm surge and tsunami),
- hydrostatic pressure, or
- tree roots.

The following subsection is added after the subsection headed **Common Property** on page 12:

## **Consequential loss.**

In addition to the above types of loss and damage, your policy does not cover consequential loss of any kind.

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

The table under the subheading **Escape of liquid** on page 16 is deleted and replaced with the following:

 <b>Escape of liquid.</b>	Essential Care	Quality Care
<p><b>Covered.</b></p> <p>Loss or damage caused by the sudden and accidental escape of liquid from any fixed pipe, fixed tank, waterbed, fish tank, or fixed item used to hold liquid.</p> <p>We will also pay reasonable exploratory costs in locating the source of the damage, provided we have agreed to pay for the loss or damage caused by the escape of liquid.</p>	<p>✓</p> <p>Excludes loss or damage resulting from liquid escaping from a shower recess</p>	<p>✓</p>
<p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• Loss, damage or repairs to the item from which the liquid escaped, and if the liquid escaped from a shower recess, the cost of re-tiling the walls or floor of the shower recess,</li> <li>• repair or replacement of undamaged parts of your building and/or contents to match property that has been repaired or replaced, or</li> <li>• loss or damage caused by gradual escape of liquid which is evident and which you fail to rectify.</li> </ul>		

The final paragraph under the subsection headed **Storm - Not covered** on page 19 is deleted and replaced with the following:

<p>Loss or damage caused by or resulting from:</p> <ul style="list-style-type: none"> <li>• gradual deterioration from hail, wind, snow or rain,</li> <li>• hail, wind, snow or rain entering the building: <ul style="list-style-type: none"> <li>- while construction work, alterations or additions are being carried out,</li> <li>- as a result of doors, windows or other man-made openings not being closed, or</li> <li>- through an opening not created by the storm or other insured event,</li> </ul> </li> <li>• water seeping or running through or down the sides of earth or earth fill that is up against your building, or</li> <li>• actions or movements of the sea or high water (other than storm surge and tsunami).</li> </ul>
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#### 4.4 Landlord additional benefits.

The table under the subheadings **Building additional benefits, Loss of rent** on page 27 is deleted and replaced with the following:

Loss of rent	Essential Care	Quality Care
<p>If the property is leased at the time of an insured event as set out in 4.3 Insured events (<i>Building and Contents</i>) (pages 15 to 22 of the PDS) and loss or damage makes the property unliveable and rent payments cease, then we will cover the lost rent. This expense will only be paid during the repair or replacement period and only while the property remains unliveable.</p>	×	✓ Up to 10% of the building sum insured or the amount of lost rent for up to 12 months from the date of the event, whichever is less

The table under the subheadings **Contents additional benefits, Loss of rent** on page 30 is deleted and replaced with the following:

Loss of rent	Essential Care	Quality Care
<p>If the property is leased at the time of an insured event as set out in 4.3 Insured events (<i>Building and Contents</i>) (pages 15 to 22 of the PDS) and loss or damage makes the property unliveable and rent payments cease, then we will cover the lost rent. This expense will only be paid during the repair or replacement period and only while the property remains unliveable.</p> <p>If you also have Building cover, payment for loss of rent will be made under your Building cover only, and this additional Contents benefit will not apply.</p>	×	✓ Up to 10% of the contents sum insured or the amount of lost rent for up to 12 months from the date of the event, whichever is less

# 5 Optional Landlord Extras cover.

*The subsection headed **Your Landlord Extras cover excess** on page 35 is deleted and replaced with the following:*

## **Your Landlord Extras cover excess.**

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

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

If you make a claim for more than one of the above benefits, you will need to pay a \$300 excess for each cover being claimed against.

## **7.1 What we will do when you make a claim.**

*The subsection headed **Recover** on page 40 is deleted and replaced with the following:*

### **Recovery.**

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

## **7.2 Evidence of ownership, value and loss.**

*The following text has been added as the second bullet point on page 41, so that the types of documents and information that we may request include, but are not limited to:*

- Rent ledger and receipts, copies of the notices issued to tenant for termination of the rental agreement, court order documents.

### 7.3 How we settle your claim.

*The bullet point about Partial loss, under the subsection headed **How your claim will affect your sum insured**, on page 43, is deleted and replaced with the following:*

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

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



Landlord Insurance is issued by Westpac General Insurance Limited ABN 99 003 719 319 (except for workers compensation cover where applicable). Westpac Banking Corporation ABN 33 007 457 141 distributes the insurance, but does not guarantee the insurance.

This SPDS has been issued by Westpac General Insurance Limited ABN 99 003 719 319.

Prepared: 31 May 2018

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INS101SPDS 0518

# Landlord Insurance.

**Product Disclosure Statement.**

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# Welcome to Landlord Insurance.

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

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

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

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

**Call** 1300 650 255

**Visit** [westpac.com.au/landlord](http://westpac.com.au/landlord)

**Ask** at your local branch

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

## **Who is the insurer?**

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

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

The insurance is distributed by Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 (Bank). The insurance is not a deposit with, or liability of, the Bank. Neither the Bank, nor any other member of the Westpac Group (other than us), is responsible for the insurance or the payment of claims.

## **Want to contact us?**

**Call** 1300 650 255

**Claim** 1300 369 989

**Visit** [westpac.com.au/landlord](http://westpac.com.au/landlord)

**Ask** at your local branch

**Mail** GPO Box 4451  
Sydney NSW 2001

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

# 1 Choose your cover.

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

## Step 1 What do you want to cover?

### Building

Check what's covered.  
Refer to page 13.

### Contents

Check what's covered.  
Refer to page 14.

## Step 3 Do you need more cover?

### Landlord Extras cover

Add optional Landlord Extras cover to provide extra protection from malicious acts by your tenants, theft by your tenants, or rent default by your tenants. For full details refer to page 33.

Step 2 How much cover do you need?		Essential Care	Quality Care
Compare the differences below to see which level of cover may be best for you - Essential Care or Quality Care.		<b>Basic cover for insured events plus some additional benefits.</b>	<b>Higher cover for more insured events, additional benefits and higher limits.</b>
<b>A. Insured events</b> If you choose Building and/or Contents cover you are covered for loss or damage caused by these events. Refer to page 15.	<b>Theft</b>	✓ Cover provided for building and contents. For Contents cover, theft is only covered if the theft occurs from inside a fully enclosed locked building and only where there is evidence of forced entry.	✓ Cover provided for building and contents. For Contents cover, theft is covered if the theft occurs from a fully enclosed and lockable building at the site, and for up to \$2,000 in the open air.
	<b>Storm, flood, fire, lightning, earthquake, impact, explosion</b>	✓ Storm cover excludes damage to gates, fences, and freestanding walls. Fire cover excludes damage caused by smoke where there was no flame at the site.	✓
	<b>Escape of liquid</b>	✓ Excludes loss or damage resulting from liquid escaping from a shower recess.	✓
	<b>Malicious acts, riot and civil commotion</b>	✓	✓
	<b>Accidental breakage of glass</b>	X	✓
	<b>Electrical motor burnout</b>	X	✓
<b>B. Additional benefits - examples</b> Here are some examples of additional benefits	<b>Building cover - safety net</b>	Up to 10% of your sum insured.	Up to 20% of your sum insured.
	<b>Contents cover - safety net</b>	Up to 5% of your sum insured.	Up to 10% of your sum insured.
	<b>Loss of rent - if the property is unliveable from an insured event</b>	X	Up to 10% of your sum insured or for 12 months from the date of the event, whichever is less.
<b>C. Contents cover limits - examples</b> Here are some examples of contents that are covered, but up to a certain amount. Full list on page 32.	<b>Artworks, collections and collectibles</b>	Up to \$3,000.	Up to \$10,000.
	<b>Televisions, stereos, VCRs, DVD/Blu-ray players and recorders</b>	Up to \$3,000.	No limit.
<b>D. Other cover included</b>	<b>Legal Liability</b>	Up to \$20 million.	Up to \$20 million.

## 2 How your policy works.

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

### 2.1 Words with special meanings.

Certain words have a special meaning in this PDS and you can read the full list and their meanings in the *Glossary of defined terms* on page 46. Some important words to know upfront are shown here:

- **You, your or insured** means: Any person named as 'the insured' in the policy schedule, and in relation to only Building cover, or Contents cover for a strata title property, any person who has an interest in the property.
- **We, our or us** means: Westpac General Insurance Limited ABN 99 003 719 319.

### 2.2 Your duty of disclosure.

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

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

You have this duty until we agree to insure you.

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

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

### 2.3 About your contract.

#### **Your insurance documents.**

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

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

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

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

**These documents may change.**

The information in this PDS is subject to change, for example, due to changes in the law. If we become aware of a change that is materially adverse to prospective policyholders, we will issue a supplementary or replacement PDS. We may also provide other updates which will be available at [www.westpac.com.au](http://www.westpac.com.au) or by calling for a free paper copy.

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

**Policies covering more than one insured.**

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

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

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

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

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

**2.4 About your cover.****When does cover start?**

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

**21 day cooling off period.**

If you're not satisfied with your policy, you can cancel it within 21 days from the date the policy is issued by us and receive a full refund of any premium you've paid (as long as you haven't already made a claim). For more information on *Cancelling your cover*, refer to page 10.

**When does cover expire?**

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

### **Special conditions may sometimes apply.**

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

## **2.5 Your sum insured.**

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

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

### **Make sure your sum insured is enough.**

Think about these things when calculating your sum insured:

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

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

**For help in determining your sum insured, use the home and contents calculator at [www.westpac.com.au](http://www.westpac.com.au)**

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

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

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

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

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

The safety net is an additional benefit and the amount of the benefit will depend on whether you choose Essential Care or Quality Care. You can read the details in the *Additional benefits* sections starting on page 23.

## **2.6 Your premium.**

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

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

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

- your property's anticipated exposure to insured events, such as bushfire, storm, flood and theft, based on factors such as:
  - your property's location,
  - the building construction materials e.g. double brick, timber,
  - the type of building e.g. apartment, freestanding house, strata title,
  - the building's year of construction, and
  - security features, such as an alarm system,
- your level of cover, your sum insured and excess, and
- the expected cost of claims and business expenses.

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

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

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

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

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

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

- The higher the sum insured of your building and/or contents cover, the higher your Landlord Extras premium.

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

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

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

We may also offer other discounts from time to time.

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

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

#### **Paying your premium.**

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

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

## Managing monthly payments.

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

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

If you fail to make a payment and it remains outstanding for at least one month, you won't be covered and we may cancel your policy. For more details refer to *When can we cancel your policy?* on page 10.

## 2.7 Your excess.

An excess is an amount you're required to pay if we accept your claim. The excesses that apply to your policy will be shown on your policy schedule. You have a minimum basic excess of \$100 and can choose to increase this with a voluntary excess for your Building and/or Contents cover.

Your total basic excess consists of your minimum basic excess, plus any voluntary excess you choose.

### Total basic excess options:

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

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

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

## Paying your excess.

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

If you make a claim under:

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

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

## 2.8 Keep proof of ownership.

Always keep records of your property and any documents that prove their value, in case you need to make a claim.

You can read details in the *Lodging a claim* section on page 39.

## 2.9 Notify us about any changes.

You must notify us before or as soon as you become aware of any of the circumstances in this section 2.9 as they may affect your cover.

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

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

- the insured property will become unoccupied for more than 60 consecutive days,

- any insured plans to renovate or make alterations or additions to a building or buildings on the site,
- any person plans to build a new structure on the site,
- the insured property has existing unrepaired damage,
- the insured property is not watertight, well maintained, structurally sound and secure,
- security devices that any insured previously told us about have been removed or are no longer working,
- you or any person insured by this policy make a purchase that may affect the sum insured,
- any insured plans to demolish or relocate a building,
- the insured property will be used for any business, trade or profession,
- the occupancy of a building on the site will change e.g. moving into the building yourself or the property will become your holiday home,
- the insured property will be sold,
- any contents insured under the policy will be moved into storage (including onsite storage),
- repairs have been completed following a claim,
- your postal address will be changing,
- any insured has been charged or convicted of a criminal offence in the past five years, or
- any insured has had insurance refused, cancelled or declined by an insurer.

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

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

If your property is unoccupied for more than 60 consecutive days, you will not be covered for Building cover, Contents cover and/or Landlord Extras cover unless you have told us of this and we have agreed in writing to continue your cover.

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

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

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

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

If you plan to build, renovate, make alterations or additions, or demolish a building at the site, you need to inform us before work begins as your cover may be reduced or cancelled. While construction, renovations, alterations, additions or demolition are being carried out, your policy will not cover some insured events that are otherwise covered by the policy – refer to the *Insured events* section from page 15.

Your policy won't cover any legal liability that arises in the course of construction of your building or from building work costing more than \$50,000. For more details, refer to Legal Liability cover on page 36.

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

## 2.10 Renewing your cover.

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

Each time we offer to renew your policy, we will automatically adjust your sum insured, to make an allowance for inflation and increased costs of construction materials and goods. This helps reduce your risk of being underinsured.

## 2.11 Cancelling your cover.

### When can you cancel your policy?

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

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

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

We will not backdate your cancellation.

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

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

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

### When can we cancel your policy?

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

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

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

## 3 General exclusions.

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

- Legal Liability Cover (refer to 6.1 of the PDS), except as otherwise stated, and
- Landlord Workers Compensation cover (refer to 6.2 of the PDS).

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

### **Warranties.**

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

### **Maintenance and building.**

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

### **Wear and tear, and environmental conditions.**

- wear and tear, gradual deterioration, or fading,
- rust, corrosion, oxidisation, mould, mildew or atmospheric conditions,
- earth or soil movement (other than earthquake) including landslide, subsidence, or erosion,

- settling, expansion, shrinkage or vibration,
- hydrostatic pressure, or
- tree roots.

### **Animals.**

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

### **Power surge.**

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

### **Malicious or unlawful acts or use.**

- acts by you, or someone acting with your consent, which are intended to cause loss or damage to your property,
- unlawful acts or use by you or someone acting with your consent,
- any person, organisation or authority who legally damages or destroys or confiscates any insured property, or
- malicious acts of a person who is at the site with your consent or the consent of someone who lives at the site (unless optional Landlord Extras cover applies, refer to page 33).

### **Business and commercial purposes.**

- your property, or any part of your property, being used for any business, trade, profession, occupation or commercial purposes, other than being let under a residential lease or as a home office or for ad hoc babysitting (e.g. use as a farm, guest house, display home, club house, boarding house or commune),

in each case unless you notify us and we agree in writing to continue to provide cover.

**Unoccupancy, renovating, moving or selling.**

- your property being unoccupied for more than 60 consecutive days,
- works to demolish or relocate your building, or
- the ownership of the property changing, e.g. you sell the property or part of the property,

in each case, unless you notify us and we agree in writing to continue to provide cover.

**War, terrorism, chemical, biological and nuclear material.**

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

**Common property.**

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

# 4 Landlord Building and Contents cover.

## 4.1 What's considered a building?

### ✓ Building means:

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

#### The basics.

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

#### Fixtures and fittings.

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

#### Home office rooms.

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

#### Other structures.

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

### × Building does not mean:

#### Greenery and outdoor decorations.

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

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

- buildings or structures used for business or commercial purposes (other than as a room within the residential building that is used as a home office),
- buildings or sites used for farming activity, or
- buildings located on sites exceeding 40,000 square metres.

#### Other.

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

## 4.2 What's considered contents?

### ✓ Contents means:

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

#### General household items.

- furniture, furnishings,
- kitchenware, manchester, linen,
- appliances (including unfixed dishwashers),
- artwork,
- fixed and unfixed carpets and rugs,
- floating floor boards in a home which is part of a strata title plan,
- internal window coverings e.g. blinds, curtains,
- televisions, stereos, VCRs, DVD/Blu-ray players and recorders, and
- portable heaters and vacuum cleaners.

#### Outdoor items.

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

#### Structural additions and improvements.

- structural additions and improvements to a home which is part of a strata title plan, which are not otherwise insured under the body corporate or equivalent's building insurance policy.

**Some contents items have limits on cover. Refer to page 32 for details.**

### ✗ Contents does not mean:

#### General household items.

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

#### Personal aids.

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

#### Guests' belongings.

- guests' or visitors' belongings.

#### Vehicles.

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

#### Greenery and animals.

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

#### Business items.

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

#### Other.

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

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

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

Insured events summary.	Essential Care	Quality Care	Page
<b>Earthquake</b>	✓	✓	<b>16</b>
<b>Escape of liquid</b>	✓ Excludes loss or damage resulting from liquid escaping from a shower recess	✓	<b>16</b>
<b>Explosion</b>	✓	✓	<b>16</b>
<b>Fire</b>	✓ Excludes damage caused by smoke where there was no flame at the site	✓	<b>17</b>
<b>Flood</b>	✓	✓	<b>17</b>
<b>Impact</b>	✓	✓	<b>18</b>
<b>Lightning</b>	✓	✓	<b>18</b>
<b>Malicious acts</b>	✓	✓	<b>18</b>
<b>Riot or civil commotion</b>	✓	✓	<b>18</b>
<b>Storm</b>	✓ Excludes damage to gates, fences and freestanding walls	✓	<b>19</b>
<b>Theft</b>	✓ Cover provided for building and contents. For Contents cover, theft is only covered if the theft occurs from a fully enclosed and locked building at the site and only where there is evidence of forced entry	✓ Cover provided for building and contents. For Contents cover, theft is covered if the theft occurs from a fully enclosed and lockable building at the site, and for up to \$2,000 in the open air at the site	<b>20</b>
<b>Accidental breakage of glass</b>	X	✓	<b>21</b>
<b>Electrical motor burnout</b>	X	✓	<b>22</b>

## Insured events.

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

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

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

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



## Fire.

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



## Flood.

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

 **Impact.**

**Covered.**

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

- falling trees or branches,
- any vehicle or its load,
- watercraft, aircraft, spacecraft, or parts or items falling from them,
- space debris,
- a television or radio aerial or its mast, or
- any animal, except those kept at the site.

Essential  
Care

✓

Quality  
Care

✓

**Not covered.**

Loss or damage to your building and/or contents if tree lopping or felling is done by you or with your consent.

 **Lightning.**

**Covered.**

Loss or damage caused by lightning.

✓

✓

 **Malicious acts.**

**Covered**

Loss or damage caused by malicious acts.

✓

✓

**Not covered.**

Loss or damage if the malicious act is:

- by you or someone acting with your consent,
- by someone who is at the site with your consent, or the consent of someone who lives at the site (unless you have optional Landlord Extras cover, refer to page 33), or
- caused by accident.

 **Riot or civil commotion.**

**Covered.**

Loss or damage caused by riot or civil commotion, including industrial or political unrest, or attempts by a legal authority to stop or control any of these.

✓

✓



## Storm.

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

 **Theft.**

**Covered.**

Loss or damage caused by theft or attempted theft.

**Essential  
Care**



Cover provided for building and contents. For Contents cover, contents are only covered if theft occurs from a fully enclosed and locked building at the site and only where there is evidence of forced entry

**Quality  
Care**



Cover provided for building and contents. For Contents cover, contents are covered if theft occurs from a fully enclosed and lockable building at the site, and for up to \$2,000 in the open air at the site (refer to page 32)

**Not covered.**

Loss or damage if the theft or attempted theft is:

- by you or someone acting with your consent,
- by someone who is at the site with your consent or the consent of someone who lives at the site, or
- from an unlocked and unattended motor vehicle, caravan or trailer (except where kept in a locked garage on the site).



### Accidental breakage of glass.

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



### Electrical motor burnout.

Essential Care	Quality Care
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**Covered.**

Loss or damage to electric motors that are part of your building or contents if the motor is burnt out at the building or site, and the burnout is directly caused by electric current, for example, the motor in items such as an air conditioner, pool pump or garage door.

If we agree to pay a claim, we will cover the cost of repairing or replacing the electric motor, the service call fee and labour charges. If the motor can't be replaced, we will pay the current replacement cost of an equivalent motor of the same specification and standard.

X
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✓
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**Not covered.**

- fuses, switches, lighting or heating elements, electrical contacts or protective devices,
- replacing the whole appliance if a motor cannot be replaced,
- replacing worn or damaged parts unless they are part of the insured loss,
- loss or damage that occurs because you cannot use the motor,
- the cost of hiring a replacement appliance or motor, or
- any parts or labour for motors that are over 15 years old from the date of manufacture.

## 4.4 Landlord additional benefits.

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

<b>Building additional benefits summary.</b>	<b>Essential Care</b>	<b>Quality Care</b>	<b>Page</b>
<b>Benefits paid in addition to your building sum insured.</b>			
<b>Sum insured safety net</b>	✓ Up to 10% of the sum insured	✓ Up to 20% of the sum insured	<b>25</b>
<b>Demolition and removal of debris</b>	✓ Up to 10% of the sum insured	✓ Up to 10% of the sum insured	<b>25</b>
<b>Rainwater tanks and solar heating</b>	X	✓ Up to \$3,000 in total for all items	<b>26</b>
<b>Benefits paid as part of your building sum insured.</b>			
<b>Professional fees</b>	✓ Up to 10% of the sum insured	✓ Up to 10% of the sum insured	<b>26</b>
<b>Building laws and regulations</b>	✓ Up to 10% of the sum insured	✓ Up to 10% of the sum insured	<b>26</b>
<b>Emergency repairs and protection</b>	✓	✓	<b>26</b>
<b>Fire brigade charges</b>	✓ Up to \$5,000	✓ Up to \$5,000	<b>27</b>
<b>Mortgage discharge</b>	X	✓	<b>27</b>
<b>Landlord fixtures and fittings</b>	X	✓ Up to \$20,000	<b>27</b>
<b>Loss of rent</b>	X	✓ Up to 10% of the sum insured or the amount of lost rent for up to 12 months from the date of the event, whichever is less	<b>27</b>

<b>Building additional benefits summary.</b>	<b>Essential Care</b>	<b>Quality Care</b>	<b>Page</b>
<b>Other benefits.</b>			
<b>Locks and keys</b>	X	✓ Up to \$1,000	<b>28</b>
<b>Sum insured automatic indexation</b>	✓	✓	<b>28</b>

### **Contents additional benefits summary.**

<b>Benefits paid in addition to your contents sum insured.</b>			
<b>Sum insured safety net</b>	✓ Up to 5% of the sum insured	✓ Up to 10% of the sum insured	<b>29</b>
<b>Removal of debris</b>	✓ Up to 10% of the sum insured	✓ Up to 10% of the sum insured	<b>29</b>
<b>Benefits paid as part of your contents sum insured.</b>			
<b>Fire brigade charges</b>	✓ Up to \$5,000	✓ Up to \$5,000	<b>29</b>
<b>Emergency storage of contents</b>	X	✓ Up to 10% of the sum insured or the cost of storage for up to 12 months from the date of the event, whichever is less	<b>30</b>
<b>Loss of rent</b>	X	✓ Up to 10% of the sum insured or the amount of lost rent for up to 12 months from the date of the event, whichever is less	<b>30</b>
<b>Other benefits.</b>			
<b>Sum insured automatic indexation</b>	✓	✓	<b>31</b>

## Building additional benefits.

If we agree to pay a claim for loss or damage to your building, we will also pay for the additional benefits listed below that are directly related to that loss or damage.

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

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

### Benefits paid in addition to your building sum insured.

Sum insured safety net.	Essential Care	Quality Care
<p>If the cost to repair or replace your building is more than your sum insured, we will pay the extra cost to:</p> <ul style="list-style-type: none"> <li>• repair the damage, or</li> <li>• replace your building.</li> </ul> <p>The sum insured safety net does not increase your sum insured or any other additional benefit.</p> <p>If you increase your building's value (by renovating or extending for example), you need to let us know and increase your sum insured appropriately to avoid being underinsured.</p>	<p>✓ Up to 10% of the sum insured</p>	<p>✓ Up to 20% of the sum insured</p>
<p>We will cover the cost of any necessary demolition of your home or parts of it, and the removal of resulting debris from the site (including any trees or branches that have caused damage to your building and need to be cut down).</p>	<p>✓ Up to 10% of the sum insured</p>	<p>✓ Up to 10% of the sum insured</p>
<p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• the cost of removing or lopping trees or branches that haven't caused damage to your building, or</li> <li>• the cost of removing tree stumps still in the ground.</li> </ul>		

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

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

**Professional fees.**

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

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

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

**Emergency repairs and protection.**

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

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

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

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

**Other benefits.**

	Essential Care	Quality Care
<p><b>Locks and keys.</b></p> <p>If your keys to your property are stolen, we will cover the cost of replacing or modifying your building's external locks. This includes electronic keys and garage door openers.</p> <p>An insured event does not have to occur to claim this benefit.</p>	X	✓ Up to \$1,000
<p><b>Sum insured automatic indexation.</b></p> <p>Each time we offer to renew your policy, we will automatically adjust your sum insured, to make an allowance for inflation and increased costs of construction materials and goods. This helps reduce your risk of being underinsured.</p> <p>It's still important for you to regularly review and update your sum insured, and include any structural improvements you make to your building.</p>	✓	✓

## Contents additional benefits.

If we agree to pay a claim for loss or damage to your contents, we will also pay for the additional benefits listed below that are directly related to that loss or damage.

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

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

### Benefits paid in addition to your contents sum insured.

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

### Removal of debris.

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

#### Fire brigade charges.

<p>We will cover the amount an organisation may charge you for:</p> <ul style="list-style-type: none"> <li>• fire brigade services,</li> <li>• emergency services, and/or</li> <li>• recharging of fire extinguishers or replacement of used fire fighting equipment.</li> </ul> <p>If we also insure your building under this or any other policy, payment for fire brigade charges will be made under your Building cover only, and this additional contents benefit will not apply.</p>	<p>✓ Up to \$5,000</p>	<p>✓ Up to \$5,000</p>
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<b>Emergency storage of contents.</b>	<b>Essential Care</b>	<b>Quality Care</b>
<p>If your property is unliveable, we will cover the reasonable costs of removing and storing your contents in a storage facility.</p> <p>We will continue to cover your contents while they're held in a storage facility for any of the insured events.</p>	X	✓ Up to 10% of the sum insured or the cost of storage for up to 12 months from the date of the event, whichever is less

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

**Additional benefit for strata title plan properties.**

If your property forms part of a strata title plan and the building is insured for property damage by the owners of the scheme, then we will provide the following additional benefit in addition to your contents sum insured:

<b>Loss of rent.</b>		
<p>If the property is leased at the time of an insured event as set out in '4.3 Insured events (Building and Contents)' (pages 15 to 22 of the PDS) and the loss or damage makes the property unliveable and rent payments cease, then we will cover the lost rent.</p> <p>This expense will only be paid during the repair or replacement period and only while the property remains unliveable.</p>	✓ Up to \$1,000 per week for up to 12 months from the date of the insured event	✓ Up to \$1,000 per week for up to 12 months from the date of the insured event
<p>If a claim is made under this benefit, a claim cannot also be made for loss of rent under any other benefit provided by your policy.</p>		

**Other benefits.**

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

## 4.5 Contents with special limits.

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

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

## 5 Optional Landlord Extras cover.

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

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

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

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

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

Insured event	However, the most we will pay:
<b>Rent default.</b>	
<p><b>Covered.</b> Loss of rent under a written rental agreement occurring during the period of insurance, if your tenant:</p> <ul style="list-style-type: none"> <li>• leaves your building before the end of the rental period stated in the agreement and does not give you or your rental manager the required notice,</li> <li>• does not pay rent owing under the agreement and leaves your building without giving the required notice to you or your rental manager, or</li> <li>• is legally evicted from your building.</li> </ul> <p><b>Not covered.</b></p> <ul style="list-style-type: none"> <li>• loss of rent for casually-let holiday properties, or</li> <li>• loss of rent if rent owing to you under the written rental agreement was in arrears at the commencement of this policy.</li> </ul>	<ul style="list-style-type: none"> <li>• Up to \$1,000 per week, up to a maximum period of 10 weeks.</li> </ul>
<b>Denial of access to tenant by government authority.</b>	
<p><b>Covered.</b> Loss of rent under a written rental agreement occurring during the period of insurance if your tenant is denied legal access to the insured property by a Local, State or Commonwealth authority.</p>	<ul style="list-style-type: none"> <li>• Up to \$1,000 per week, up to a maximum period of 52 weeks.</li> </ul>
<b>Damage caused by pets.</b>	
<p>If the property is leased and the lease agreement clearly states no pets are allowed, we will cover damage caused by cats and dogs that were deceptively kept permanently at the site.</p> <p><b>Covered.</b></p> <ul style="list-style-type: none"> <li>• damage caused by chewing, biting or scratching,</li> <li>• damage caused by urine or excrement, and</li> <li>• damage to plants, trees, shrubs, lawn, garden beds and landscaping.</li> </ul>	<ul style="list-style-type: none"> <li>• Up to \$500.</li> </ul>

Insured event	However, the most we will pay:
<b>Legal expenses.</b>	
<p><b>Covered.</b> If we agree to pay a claim for rent default, we will also cover your reasonable legal costs associated with attendance at a court or tribunal, including the cost of employing a lawyer, for the purpose of minimising your loss of rent.</p>	<ul style="list-style-type: none"> <li>• Up to \$5,000.</li> </ul>

### When you make a claim.

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

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

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

### Your Landlord Extras cover excess.

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

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

# 6 Other cover.

## 6.1 Legal Liability cover.

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

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

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

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

What does Legal Liability cover include?	Essential Care	Quality Care
<p><b>Covered.</b></p> <ul style="list-style-type: none"> <li>• a claim resulting from an occurrence for which you are legally liable, provided the occurrence happens during your period of insurance and is not excluded in your policy,</li> <li>• all compensation costs, legal fees and expenses that you're legally obliged to pay as a result of such a claim, and</li> <li>• your reasonable legal fees and expenses that we incur on your behalf, or that you incur with our prior written consent as a result of such a claim, or legal costs and expenses which are awarded against you.</li> </ul> <p><b>Note:</b> You can only claim for legal fees and expenses if we have agreed to them in writing before you incur them.</p>	<p>✓ Up to \$20 million</p>	<p>✓ Up to \$20 million</p>
<p><b>Not covered.</b></p> <p>Any legal liability that arises:</p> <ul style="list-style-type: none"> <li>• from bodily injury, illness or death of you or any other insured,</li> <li>• from loss or damage to property that is owned or controlled by you or any other insured,</li> <li>• from bodily injury, illness or death of your employees arising out of their employment by you,</li> <li>• from acts or omissions by you or someone with your consent, if the acts are illegal or unlawful or are intended to be done or are done with reckless disregard for the consequences,</li> <li>• out of your employment of domestic and other workers,</li> <li>• out of or in connection with any business, profession, or occupation carried on by you, (e.g. use of your property as a farm, guest house, display home, club house, boarding house or commune), other than babysitting and/or the renting or leasing out of the home at the site and/or use of part of the premises as a home office,</li> <li>• from breach of any professional duty owed by you to any person that arises in the course of any business, profession or occupation carried on by you,</li> <li>• from loss or damage to any property that is owned or controlled by you or your employees,</li> </ul>		

*Continued on page 37*

**Not covered (continued).**

- because you are liable by contract or have agreed or accepted liability without our agreement first,
- in the course of construction of your building or from building work to your building costing more than \$50,000,
- because you own or occupy any land or building other than the building or site covered by this policy,
- in connection with the common property where the home is a part of a strata, group or community title plan,
- because of vibration or interference with any land, buildings or property,
- from an animal other than a horse, dog or cat, or other domestic pet kept at the site,
- from a dog if it has been declared dangerous by a relevant authority,
- from the transmission of any disease, or the supply of any drug,
- from asbestos or any product containing asbestos,
- as a result of any actual, alleged or threatened contamination or pollution of any property, land, the atmosphere or any watercourse or body of water (including groundwater) other than arising from an occurrence which:
  - is neither reasonably expected or intended by you, and
  - is a consequence of a sudden cause which takes place at a clearly identifiable time during the period of insurance,
- from participation in any professional sport,
- from the use or ownership of motorised watercraft and other watercraft more than four metres in length (other than surfboards, sailboards, surf-skis, canoes and kayaks),
- from the use or ownership of motorised vehicles, go-karts, mini-bikes, trail bikes, any registrable vehicle, caravans and trailers (other than wheelchairs, mobility scooters, golf buggies, ride-on lawn mowers, children's ride-on toys or mini-bikes where the engine capacity is not more than 50cc),
- from the use or ownership of aircraft, drones or aircraft landing areas, micro-lights or hang gliders (other than model or toy aircraft, provided that they are being used legally),
- due to earth or soil movement (other than earthquake) including landslide, subsidence or erosion, or
- from tree(s) on the site where their roots cause damage to someone else's property.

**We will not cover you for:**

- any legal liability for any loss or damage that is caused by or arises from any of the exclusions described under the sub-heading 'War, terrorism, chemical, biological and nuclear material' (refer to *General exclusions* on page 11),
- any legal liability that arises in connection with a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment,
- claims made against you because you failed to insure against property damage required by relevant state or territory strata title or group property laws,
- any penalties, fines, punitive, exemplary or aggravated damages for which you are liable,
- actions brought against you in a court outside Australia or a court that applies other than Australian law,
- legal liability incurred after you cease to be an owner of the site,
- legal liability which is covered by a building insurance policy intended to replace this policy,
- legal liability incurred by you as the owner or occupier of the site as a result of an occurrence during any period when the site is deemed uninhabitable by us or a regulatory authority (including any period of building reconstruction), or
- legal liability that arises after we have paid a claim under your policy that is for the total sum insured (unless otherwise stated).

## 6.2 Landlord Workers' Compensation cover.

(Not available in all States or Territories of Australia)

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

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

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

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

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

# 7 Lodging a claim.

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

## Step 1

**Make sure your tenants are safe.**

**In an emergency call:**

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



## Step 2

**Make sure your property is safe.**

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



## Step 3

**Call the Police.**

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



## Step 4

**Call us on 1300 369 989.**

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

## What you must not do.

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

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

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

## 7.1 What we will do when you make a claim.

### Ask you to provide access and information.

When we ask, you will need to:

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

### Decide on your claim.

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

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

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

### Ask whether you're registered for GST.

You need to tell us:

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

### Appoint an assessor or investigator.

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

### Require you to pay an excess.

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

### Pay up to the sum insured.

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

### Recover.

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

## 7.2 Evidence of ownership, value and loss.

It's important to keep records of your possessions and any documents that provide evidence of your property's value, in case you need to make a claim.

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

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

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

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

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

## 7.3 How we settle your claim.

### Repairing or replacing.

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

We may choose to pay:

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

We will pay:

- to match materials, items or construction with those that existed before the loss or damage occurred, or where that is

not possible, with the nearest similar materials, items or construction, and

- only those costs that directly apply to the part of your property that has suffered the loss or damage.

We may receive:

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

If the loss or damage:

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

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

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

We may choose:

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

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

- the claim will be reduced by the amount of bond money you are entitled to receive from your tenant after deduction of any costs or expenses you are entitled to make from the bond which do not relate to your claim, and/or
- if you did not collect the bond from your tenant or you did not collect the full amount of the bond you were entitled to, then we will reduce the claim under this section of your policy by the amount which you would have been entitled to receive from your tenant, had you collected the bond you were entitled to collect, less any costs or expenses you would have been entitled to deduct had such bond been collected.

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

### **Repair guarantee.**

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

### **We will not pay a claim when:**

- the claim is excluded by specific policy exclusions or by any of the *General exclusions* listed on pages 11 and 12, and/or
- the building was unoccupied at the time of the event, and had been unoccupied for more than 60 consecutive days, unless you told us of this before the unoccupancy and we agreed in writing to continue your cover (refer to *If your property will be unoccupied* on page 9 for more details).

**We may refuse or reduce a claim if:**

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

**How your claim will affect your sum insured.**

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

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

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

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

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

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

# 8 Making a complaint.

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

## Call us on 1300 650 255

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

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

The Team Leader or Manager will respond to your complaint within two business days to acknowledge your complaint, providing their name and relevant contact details and will keep you informed of the progress of your complaint at least every 10 business days. The Team Leader or Manager will try to resolve your complaint within 15 business days. However, if further investigation of the complaint is required, then an alternative timeframe will be discussed with you.

If an agreement cannot be reached, we will notify you of your right to take your complaint to the next stage. The Team Leader or Manager will respond to your complaint in writing.



### 2 If you are not satisfied.

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

#### Internal Dispute Resolution Officer Landlord Insurance

**Mail** GPO Box 4451 Sydney NSW 2001

**Phone** Sales and customer service disputes: 1300 650 255

**Phone** Claims related disputes: 1300 369 989

**Fax** 02 8254 6979

The Internal Dispute Resolution Officer will contact you to acknowledge your complaint, providing their name and relevant contact details and keep you informed of the progress of your dispute at least every 10 business days.

The Internal Dispute Resolution Officer will try to resolve your dispute within 15 business days. However, if they consider that further information or investigation is required, they will agree reasonable alternative timeframes with you. If an agreement cannot be reached, the Internal Dispute Resolution Officer will notify you of your right to take your dispute to the Financial Ombudsman Service (FOS).

The Internal Dispute Resolution Officer will respond to your dispute in writing.





### **3 Financial Ombudsman Service.**

If you are not satisfied with the decision made or we cannot otherwise reach an agreement, you can refer your matter to FOS who provide a free independent dispute resolution service for consumers who have a general insurance dispute.

Additionally, if we are unable to resolve your complaint or dispute to your satisfaction within 45 calendar days, we will inform you of the reasons for the delay and that you may take your complaint or dispute to FOS.

#### **Financial Ombudsman Service Limited**

**Mail** GPO Box 3 Melbourne VIC 3001

**Phone** 1800 367 287 (national toll free)

**Fax** 03 9613 6399

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

**Website** [fos.org.au](http://fos.org.au)

# 9 Glossary of defined terms.

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

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

**actions or movements of the sea** include:

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

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

**building** refer to *What's considered a building?* on page 13.

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

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

**common property** any shared area within a strata, group or community title plan, such as stairs, driveways or car parks.

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

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

**electronic audio, visual and computer equipment:**

- desktop and portable computers, computer game consoles and computer accessories (e.g. printers, scanners and modems),

- video cameras, cameras and photographic equipment,
- portable electronic and communications equipment including mobile phones, tablets, organisers, handheld navigational equipment and MP3/MP4 players, and
- electronic entertainment devices including TVs, DVD/Blu-ray players, video recorders, audio systems and radios.

**employee** a person:

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

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

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

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

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

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

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

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

**landlord extras** refer to page 33.

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

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

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

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

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

**negotiable financial documents** cash, cheques, money orders etc.

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

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

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

**PDS** this Product Disclosure Statement.

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

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

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

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

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

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

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

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

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

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

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

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

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

**unoccupied** no person living and sleeping in the home.

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

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

**window coverings** internal curtains and blinds.

**you, your or insured** means any person named as 'the insured' in the policy schedule and, in relation to only Building cover, or Contents cover for a strata title property, any person who has an interest in the property.

# 10 Other information.

## 10.1 Protecting your privacy.

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

We will collect and use your personal information to assess your application for the insurance, to help you choose the right cover, to calculate your premium, to allow us to administer the policy, for product development and to provide you with information about other products and services that may interest you. If requested to provide a current Insurance Certificate, we may disclose your information to your financial institution or mortgage broker.

If a claim is made under the policy, your information will be used to investigate and assess the claim. Depending on the type of claim, we may also disclose information to (and collect information from) you, your financial institution, other insurers, claim assessors, investigators, insurance reference bureaus and reinsurers.

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

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

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

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

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

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

## **10.2 The General Insurance Code of Practice.**

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

## **10.3 Financial Claims Scheme.**

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

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

## We're here to help.



Enquire about your policy on 1300 650 255  
Claim on 1300 369 989



Visit [westpac.com.au/landlord](http://westpac.com.au/landlord)



Ask at your local branch



Mail us at GPO Box 4451 Sydney NSW 2001

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200 years proudly supporting Australia