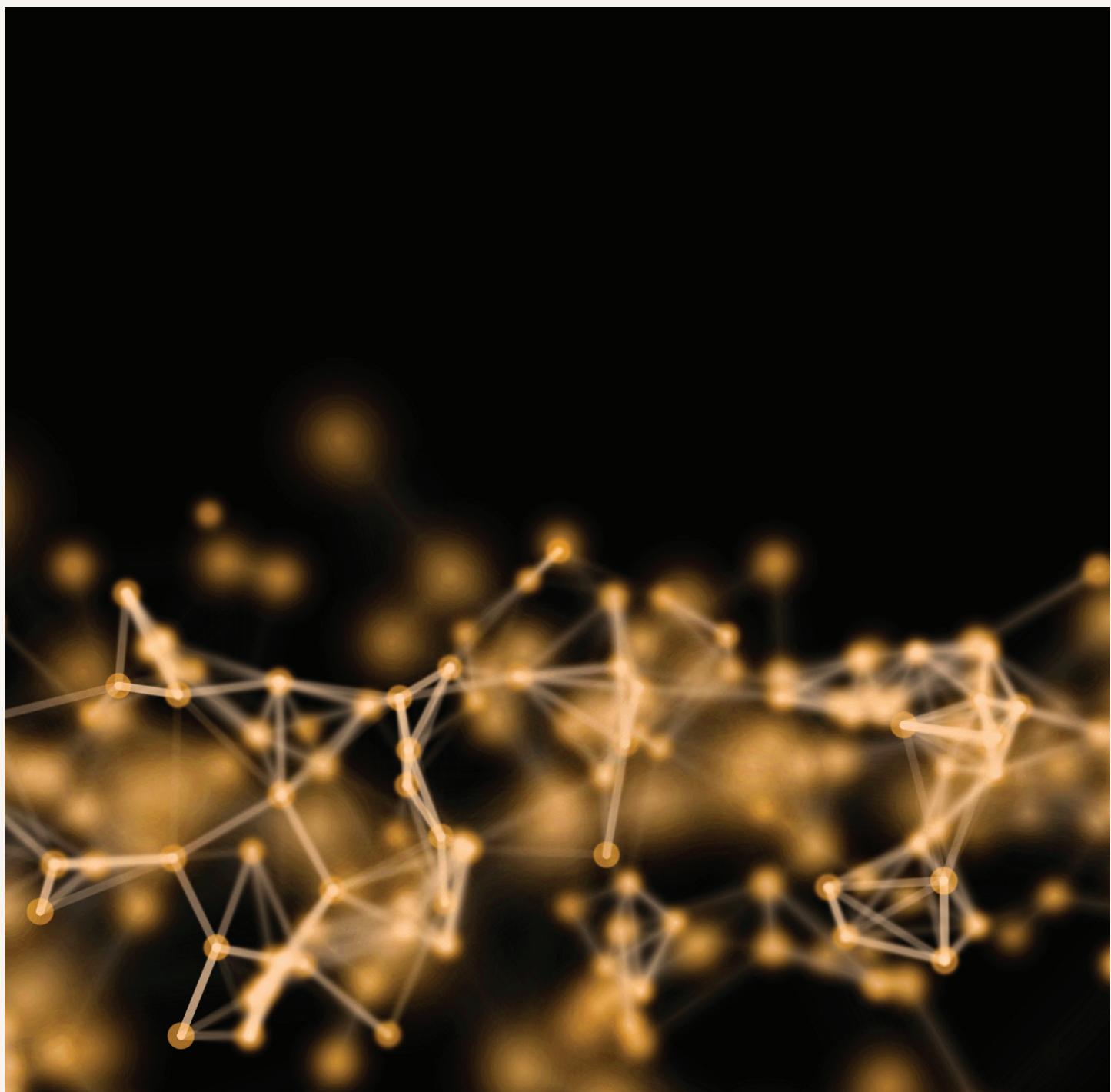




ACERTA

Landlord  
Insurance  
PDS & Policy





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# Introduction and Product Disclosure Statement

This Product Disclosure Statement (PDS) provides important information about this Policy together with a summary of its key features, benefits, risks and costs.

For full details of the cover provided please read the entire policy-booklet, and if You are in doubt as to how it may affect You please contact Your insurance intermediary or Us and ask for an explanation.

## Applying for Cover With Us

Prior to this Policy coming into effect You have provided Us or Your insurance intermediary with information in support of Your request for Cover with Us. The information that You have provided to Us is referred to as Your Application for this Policy.

You are required to ensure the information provided to Us in Your application is accurate and that You have complied with Your duty of disclosure. We have relied on Your application to decide whether to issue this Policy, and the terms and conditions upon which We did so.

When You have paid the premium, or agreed to pay the premium, We will issue You with a schedule, and this policy-booklet. If payment of the premium as stated in the schedule is not made then there is no cover provided under this Policy.

## Your Policy

Your Policy consists of:

- this Policy Disclosure Statement and Policy booklet;
- a schedule and an addendum attached to the schedule; and
- other documentation indicating a change to Your Policy, including endorsements.

These documents form the legal contract of insurance between You and Us.

This policy-booklet consists of:

- the Product Disclosure Statement and other important information that You need to know before You take out a Policy with Us. This important information applies either to all Parts or to certain Parts of this Policy; and
- the Policy wording, which tells You:
  - what Your Policy covers;
  - what Your Policy does not cover;
  - Excesses that apply to claims under this Policy; and
  - conditions that relate to Your cover and to claims You may make under this Policy.

The schedule will state the details of the insurance cover which You have selected and which are particular to You and includes any endorsement that changes or limits the cover stated in the Policy wording.

When We change Your Policy details during the period of insurance We will send You a new schedule. This schedule will be titled 'Policy Change' and will contain details of the endorsement to Your Policy.

We will also provide You with a new schedule at each renewal of Your Policy cover.

We will only provide insurance cover for the period of insurance shown on Your schedule.

Please read this policy-booklet together with Your schedule, the addendum attached to Your schedule and any accompanying documents carefully and keep them in a safe place for future reference.

## Your Policy Renewal

Prior to each anniversary date of this Policy We will send You a notice to advise You that Your Policy cover will expire on the anniversary date.

If We invite continuation of this Policy beyond the anniversary date We

will send You a renewal invitation. That invitation will be in the form of a Schedule similar to the one We provided to You at the start of Your insurance cover with Us and will set out the terms and conditions of cover and the premium for the next period of insurance.

We will also provide You with a copy of the addendum to Your schedule from either the commencement of this Policy or from the last renewal of this Policy, whichever is the later.

We will ask You to check the information contained in the addendum to make sure the information which You have previously provided to Us, and which We have relied upon to provide cover to You, has not changed.

You will be asked to advise Us of any changes to the information contained in the addendum. It is important that You advise Us of any changes to that information as We will rely on that information to offer You renewal of this Policy.

Your failure to advise Us of any change to the information contained in any addendum may breach Your duty of disclosure to Us and may subsequently affect the cover under this Policy in a significant way.

The renewal invitation may contain changes to Your cover and, if so, those changes will apply to the following period of insurance. Your payment of the renewal premium will signify Your acceptance of those changes to Your cover.

## Our Commitment to You

We value Our customers and work hard at building strong and lasting relationships.

When dealing with You We will act reasonably, respectfully and fairly towards You, taking into account Your and Our respective interests.

# Introduction and Product Disclosure Statement cont.

We will do so by:

- managing Your Policy and any claim You may make courteously, promptly and efficiently;
- respecting Your entitlement to the full benefit of the cover provided by Your Policy in respect of any claim You make in relation to Your property or liability;
- considering any request You might make;
- deciding whether to give Our consent or to exercise a right, discretion or remedy in respect of Your Policy cover; and
- ensuring any conditions We impose are reasonable in the circumstances.

## Complaints and Disputes Resolution

When a complaint or a dispute arises Our objective is to resolve any disagreement as amicably and quickly as possible.

In some cases We may need additional information. For example, We may need to obtain information or an opinion from third party specialists.

In those instances where We and You cannot resolve Your complaint to Your satisfaction We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our customers.

You can request that the matter be referred to Our Dispute Resolution Panel who will endeavour to resolve it through Our internal dispute resolution process. This service is free of cost to You.

If Our internal dispute resolution facility is unable to resolve Your dispute and You wish to take the matter further, You are entitled to seek an external review of the decision. We will advise You of Your entitlement to do so if the occasion arises.

In particular, You can access the assistance of the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). This scheme is also free of cost to You.

AFCA's contact details are:

Website: [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)  
In Writing to: Australian Financial Complaints Authority  
GPO Box 3,  
Melbourne VIC 3001

Alternatively, You may seek independent legal advice at Your own expense.

## Cooling-off Period

If this Policy does not meet Your needs then You may cancel it within twenty-one (21) days of the commencement of cover by notifying Us. You will receive a refund of the premium You have paid unless You have made or are entitled to make a claim under this Policy.

You still have cancellation rights after this cooling-off period ends and these rights are set out in item 10 in this PDS.

## General Insurance Code of Practice

We are a signatory to and fully support the General Insurance Code of Practice (the Code).

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints you make about us; and
- to promote continuous improvement of the general insurance industry through education and training.

Please contact Us or Your insurance intermediary if You would like further information about the Code.

Alternatively, You can view and obtain a copy of the Code of Practice at [codeofpractice.com.au](http://codeofpractice.com.au)

## Privacy

We are committed to complying with privacy laws and protecting Your personal information. By entering into a contract with Us, You agree to:

- The collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- The collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;
- The use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy or financial product;
- The collection from, and/or disclosure of, Your personal information to a third party which may include Your employer and Our service providers (including but not limited to Your insurance intermediary, other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your insurance policy or a claim under this Policy;
- The disclosure of Your personal information to overseas recipients, where relevant, such as some of Our reinsurers; and

# Introduction and Product Disclosure Statement cont.

- The disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law

If You do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up-to-date and complete. You or Your insurance intermediary may access personal information We hold about You by contacting Us.

If You or Your insurance intermediary would like to make a complaint about how We have handled Your personal information please contact Us and speak to one of Our staff who will assist You.

Our privacy policy contains further information on access, correction and complaints handling procedures and can be accessed online at [certa.com.au/privacy-policy](http://certa.com.au/privacy-policy)

Alternatively, please contact Us and We will arrange for a copy of the privacy policy to be provided to You.

## Significant Features and Benefits

A summary of the significant benefits of Your Landlords Insurance is provided below. For the full details You should read this entire policy-booklet.

The covers You have chosen are shown on Your schedule.

### 1. Building Insurance Provides Cover for the Following:

- Accidental loss or damage to Your building up to the sum insured shown on Your schedule.
  - Additional benefits as described in the policy from page 11, including the following:
- Malicious acts by tenants - up to the sum insured for Your building.
  - Deliberate damage by tenants - up to the sum insured for Your building.
  - Theft by tenants - up to 10% of the sum insured for Your building.
  - Removal of debris - up to 10% of the sum insured for Your building.
  - Professional fees - up to 10% of the sum insured for Your building.
  - Authority fees - up to 10% of the sum insured for Your building.
  - Exploratory costs - up to \$5,000 to find the cause of loss or damage.
  - Unlawful substances - up to \$25,000 in one period of insurance for loss or damage caused by chemical contamination.
  - Locks and keys - up to \$1,000 if Your keys are stolen or following the eviction of a tenant.
  - Landscaping, trees, plants and shrubs - up to \$2,000 for the reasonable costs of replacement.
  - Loss of metered water or gas following an insured event - up to \$500 if You are liable to pay.
  - Rainwater tank - up to \$1,500 towards a new tank if We replace Your building.
  - Solar panels - up to \$2,000 towards a solar heating system if We replace Your building.
  - Mortgage discharge costs - up to \$5,000 for fees to discharge Your mortgage and prepare new title deeds if We have paid the full sum insured for Your building.
  - Fumigation costs - up to \$5,000 following the death of a person in Your building.
  - Electric motor burnout - up to \$2,000.
  - Pet damage - up to \$500.

### 2. Contents Insurance Provides Cover for the Following:

- Accidental loss or damage to Your contents up to the sum insured shown on Your schedule.
- Additional benefits as described in the policy from page 15, including the following:
  - Malicious acts by tenants - up to the sum insured for Your contents, and including damage to buildings if You have not insured it under the Building section of this Policy. If the building is insured with another insurer or is insured through an Owners corporation Building policy, then details of other insurance must be provided to Us so We can pursue recovery.
  - Deliberate damage by tenants - up to the sum insured for Your contents.
  - Theft by tenants - up to the sum insured for Your contents.
  - Removal of debris - up to 10% of sum insured for contents for the cost of removing contents debris and damaged property.
  - Unlawful substances - up to \$25,000 in one period of insurance for loss or damage caused by chemical contamination.
  - Locks and keys - up to \$1,000 if Your keys are stolen or following the eviction of a Tenant.
  - Temporary repairs - the reasonable costs to prevent further loss or damage.
  - Fumigation costs - up to \$5,000 following the death of a person in Your building.
  - Legal expenses - up to \$7,500 to minimise Your loss of rent.
  - Electric motor burnout - up to \$2,000.
  - Pet damage - up to \$500.

# Introduction and Product Disclosure Statement cont.

## 3. Loss of Rent:

- Loss of rent – up to fifty-two (52) weeks if Your building becomes uninhabitable as a result of insured loss or damage.

## 4. Tenant Default:

- If Your tenant defaults on their rent – up to nine (9) weeks of rent or \$5,000, whichever is the lesser per tenancy.
- If Your tenant refuses to vacate – Up to nine (9) weeks of rent or \$5,000, whichever is the lesser per tenancy.

## 5. Legal Liability:

- Legal liability to pay compensation for personal injury or property damage in connection with Your ownership of the contents, up to an amount of \$20 million.

## 6. Exclusions Applicable to Your Policy

Your Policy may not provide You with cover in certain circumstances. Information about things that are not covered is included in each section of Your Policy under the headings.

'We do not cover:' and 'We will not pay for:' Further information about exclusions that apply to all sections of Your Policy is contained from page 21.

## 7. Sum Insured

The sum insured shown on Your schedule includes all taxes and statutory charges and is the maximum amount We are obliged to pay in settlement of any claim unless otherwise stated in Your Policy.

## 8. Premiums

The amount We charge You for this insurance when You first insure with Us

and each time You renew is called the premium. We calculate Your premium after taking a variety of factors into account. Some factors can affect the amount of Your premium. The higher Your risk profile, the higher Your premium. Using Our experience, We decide what factors will increase Your risk profile and how they impact on the premium.

Your premium also takes into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. stamp duty, GST and fire services levy), in relation to Your policy. These amounts will be shown separately on Your schedule as part of the total premium payable.

The following table is a guide on how these factors combine together and may influence Our assessment of the risk and therefore, Your premium.

Factor	Premium may be lower	Premium may be higher
The postcode where Your building and/or contents are located	Lower risk postcode	Higher risk postcode
The amount You choose to insure Your building and/or Your contents	Lower sum insured	Higher sum insured
Types of covers selected for Your Policy	Fewer optional covers selected	More optional covers selected
The amount of Your excess	A higher standard excess is selected	A higher standard excess is not selected

## 9. Excess

When You make a claim under Your Policy, You may be required to pay an excess in respect of Your claim. The amount of each applicable excess is shown on Your schedule. The excess is only applied once per event, even if You claim under more than one section. You do not have to pay the excess when You make a claim, however You will have to pay the excess before We will pay any money in relation to Your claim.

## 10. Cancellation

By You – You may cancel this Policy at any time by giving Us written notice.

By Us – We may cancel this Policy in accordance with the Insurance Contracts Act 1984. We will retain from the premium You have paid to Us, an amount that represents the period You were insured by Us and refund the balance. This amount will be calculated from the date of cancellation. If You pay Your premium by instalments, You must pay Us any unpaid instalments that are due.

# Important Information

The following important information applies to this Policy. Please read this information carefully and if You are in any doubt as to how this information may affect You please contact Your insurance intermediary or Us and ask for an explanation.

## Your Duty of Disclosure

Before You enter into a contract of general insurance with Us, You have a duty under the Insurance Contracts Act 1984 to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

Your duty does not require disclosure of any matter:

- That diminishes the risk to be undertaken by Us;
- That is of common knowledge;
- That We know or, in the ordinary course of Our business, ought to know;
- As to which compliance with Your duty is waived by Us

## If You Do Not Tell Us Something

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our Liability under this contract in respect of a claim under this Policy or We may cancel this contract.

If Your non-disclosure is fraudulent, We may also have the option of avoiding this contract from its beginning.

## GST and Claim Payments to You

In the event of a claim under this Policy:

- If You are not registered for GST We will reimburse You the GST component in addition to any other amount We pay You; or

- If You are registered for GST You will need to claim the GST component from the Australian Taxation Office. Where You cannot claim the GST component in full We will reimburse You the unclaimed GST component in addition to the amount We pay You

Your Policy contains claims conditions in respect of:

- GST and claim payments for compensation;
- GST and claim payments for legal and other costs; and
- Our limitation for GST payment

You should read the claims conditions contained in

- Your Policy to make sure You understand both Our and
- Your obligations in respect of how GST will be treated in respect of the payment of claims under this Policy.

## Other Persons Bound by This Policy

Any person entitled to cover under this Policy is bound by its terms and conditions.

## When Your Building is Unoccupied for More Than 90 Consecutive Days

We will not cover You for loss or damage caused by events listed in this Policy, other than loss or damage from earthquake, impact, riot, civil commotion or public disturbance, if:

- Your building has been unoccupied with Your knowledge for a period of ninety (90) or more continuous days; and
- You have not obtained Our written consent for the period of unoccupancy and paid any additional premium required by Us.

For Your building to be considered occupied, it must be sufficiently furnished to be lived in, connected to electric power, and someone must

have stayed in Your building for two consecutive nights on at least one occasion in a ninety (90) day period.

If someone will not be living in Your building for more than ninety (90) consecutive days, You are required to:

- Tell Us beforehand;
- Pay Us any extra premium which may be applicable; and
- Make sure that someone collects any mail and sees to the general tidiness of Your building so as not to encourage intruders.

## Notification of Change of Risk

This Policy covers You as You have represented Yourself to Us. It is important for You to advise Us immediately of any changes to buildings or contents or Your circumstances that may result in an increased risk of an incident that may cause harm to Your property or liability to third parties.

In particular, We need You to advise Us of any change that involves:

- Your building being unoccupied for a period of ninety (90) days or more;
- any changes to:
  - the use of Your building; or
  - the nature of Your tenancy agreement (e.g. from fixed to short term rental, or from professionally managed to self-managed); or
- any person insured by this Policy:
  - being convicted of any criminal offence;
  - having a Policy cancelled or declined by another insurer; or
  - making a fraudulent claim under this or any other insurance policy.

We have relied on all of this information to provide cover under this Policy and the terms and conditions on which We provide that cover.

# Important Information cont.

When We receive Your notification of a change We may:

- adjust the premium or terms of this Policy; or
- cancel this Policy, in accordance with the provisions of the Insurance Contracts Act 1984 should We not wish to continue with this insurance.

## Breach of Policy

If You or any other person or party covered under this policy do not comply with the conditions of this policy:

- the cover under this policy may be cancelled; or
- to the extent Our interests have been harmed by the non-compliance, We may:
  - reduce any claim payment; or
  - refuse to pay any claim;

under this Policy.

## Legal Liability - Legal Representation

We may represent or defend You or any person entitled to cover under this Policy in respect of legal liability at any inquest or inquiry or in any action or proceedings.

## Legal Liability - Defence and Settlement

If We recommend settlement of a claim made against You and You disagree, You may request that Our decision be reviewed by mutually agreed Senior Counsel.

If We and You cannot agree on Senior Counsel, the matter will be referred to the President of the Law Society of the State or Territory in which this Policy has been issued.

The cost of obtaining this advice will be paid as part of Your cover for legal costs.

In deciding whether or not to defend a claim, Senior Counsel will consider the following factors:

- The likely cost of defending the claim;
- The prospects of successfully defending the claim;
- The economics of the matter;
- The likely awards or damages; and
- The likely costs recovered from the third party.

If You choose to defend the matter against the advice of Senior Counsel, We will only be liable for the amount for which Senior Counsel advises the claim could reasonably have been settled. We will also pay for Your legal costs incurred up to that time.

## Tenant Default - Minimum 4 Weeks Bond

We will not cover You for loss of rent following tenant default or eviction unless you have collected a minimum four (4) weeks bond at the beginning of each tenancy agreement and maintained records of such collection.

## Protection of Property

You must do everything You reasonably can to safeguard Your building and contents from damage, maintain them in good condition and minimise the risk of injury or damage from them. This includes but is not limited to compliance with all laws, by-laws and statutory regulations.

## Fraudulent Claims

If any claim made under this policy is made fraudulently, subject to the Insurance Contracts Act, We may refuse payment of the claim, or cancel Your policy, or do both.

## Hazardous Goods

If You are storing hazardous goods or substances in Your building or at Your address, You must comply with all applicable laws and regulations.

# Your Landlords Insurance Policy

## Welcome to Your Landlords Policy.

The following pages outline what We will cover, what We won't cover and the benefits We'll pay You in the event of a claim.

## Our Agreement With You

When We have accepted Your application and You have paid or agreed to pay the premium for the insurance cover You have chosen, including any relevant government charges, taxes or levies, We issue a schedule to You.

We agree to insure You subject to the terms, conditions, limitations and exclusions set out in this policy-booklet for the period of insurance shown on Your schedule.

If You have chosen to include this cover it will be shown on Your schedule.

## Words with Special Meaning

This Policy has words and terms with special meanings. Please refer to the section 'Words with Special Meanings' for clarification of the meaning of particular words used throughout Your Policy.

# Your Building Cover

If You have chosen to include this cover it will be shown in Your schedule.

We will cover accidental loss or accidental damage to Your building occurring at the address during the period of insurance.

The most We will pay for Your building is the sum insured shown in Your schedule, plus additional benefits listed in Your Policy.

## Additional Benefits to Your Building Cover

The additional benefits listed below are in addition to the sum insured for Your building and only apply when You have insured Your building under this Policy.

The general exclusions and any other exclusions, conditions or claims conditions applicable to this section also apply to these additional benefits.

When Your buildings and contents are both covered under this Policy the cover under the additional benefits are not cumulative with the same additional benefits under Your contents cover and the maximum we will pay in respect of any one claim for the same theft, loss or damage is the stated Maximum benefit.

We will also pay for	We will not pay for	Maximum benefit
<b>Accidental loss or damage caused by tenants.</b> We will pay for accidental loss or damage to Your building caused by Your tenant.		The sum insured for Your building.
<b>Theft, attempted theft or burglary by tenants</b> We will pay for loss or damage to Your building resulting from theft, attempted theft or burglary by Your tenant.		10% of the sum insured for Your building.
<b>Malicious acts by tenants</b> We will pay for loss or damage to Your buildings resulting from malicious acts or vandalism by Your tenant.		The sum insured for Your building.
<b>Deliberate damage by tenants</b> We will pay for loss or damage to Your buildings resulting from deliberate damage caused by Your tenants		The sum insured for Your building.
<b>Professional fees</b> Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs for professional fees from architects, consultants, or surveyors engaged in relation to the repair or replacement of the insured building.		10% of the sum insured for Your building.
<b>Pet damage</b> Damage caused by domestic cats, dogs, caged birds or caged rodents owned by the tenant.		\$500 any one claim.
<b>Removal of debris</b> Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs to demolish Your building and remove debris.	Removal of fallen trees or branches where no damage to Your building has occurred.	10% of the sum insured for Your building.

# Your Building Cover cont.

We will also pay for	We will not pay for	Maximum benefit
<b>Authority fees</b>  Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs for building permits and approvals required from local authorities.		10% of the sum insured for Your building.
<b>Exploratory costs</b>  Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs incurred, with Our consent, in locating the cause of the loss or damage.		\$5,000 any one claim.
<b>Locks and keys</b>  We will pay the cost of rekeying or replacing (whichever is the lesser) locks and cylinders on the external doors and windows for which the keys were intended if the keys to Your Building:  <ul style="list-style-type: none"> <li>➢ are stolen; or</li> <li>➢ are unable to be located following the eviction of a tenant.</li> </ul>		\$1,000 any one claim.
<b>Landscaping, trees, plants and shrubs</b>  Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs of replacing:  <ul style="list-style-type: none"> <li>➢ Landscaping features, such as fountains, ponds, water features and rockwork; and</li> <li>➢ In-ground trees, plants and shrubs;</li> </ul> <p>lost or damaged in the same event giving rise to the claim.</p>	Loss or damage caused by: <ul style="list-style-type: none"> <li>➢ The escape of liquid from: <ul style="list-style-type: none"> <li>➢ Any water main or fixed pipe, gutter or guttering, fixed tank or drain, or</li> <li>➢ A fixed heating or cooling system</li> </ul> </li> <li>➢ Flood</li> </ul>	\$2,000 any one claim.
<b>Loss of metered water or gas</b>  Following a claim under this policy section for which We have agreed to cover You, We will also reimburse You for costs You become legally liable to pay for loss of metered water or gas.		\$500 any one claim.
<b>Rainwater tank</b>  If We replace Your building following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs to install a rainwater tank.	Any amount covered by a government subsidy or rebate.	\$1,500 any one claim.

# Your Building Cover cont.

We will also pay for	We will not pay for	Maximum benefit
<p><b>Solar panels</b></p> <p>If We replace Your building following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs to install a solar heating system.</p>	Any amount covered by a government subsidy or rebate.	\$2,000 any one claim.
<p><b>Mortgage discharge costs</b></p> <p>Following a claim under this policy section for which We have agreed to cover You, if We have paid the full sum insured for Your building We will also pay the reasonable costs associated with the discharge of a mortgage or mortgages on Your building.</p>	► Interest on Your loan	\$5,000 any one claim.
<p><b>Fumigation costs</b></p> <p>We will pay for the costs of fumigating Your building following the death of a person in Your building during the period of insurance.</p>		\$5,000 any one claim.
<p><b>Tax audit fees</b></p> <p>We will pay for reasonable expenses You incur as a result of an investigation or audit:</p> <ul style="list-style-type: none"> <li>► relating to Your use of the building as an investment property;</li> <li>► conducted by the Australian Tax Office; and</li> <li>► which You were first notified about during the period of insurance.</li> </ul>	<ul style="list-style-type: none"> <li>► Any audit fees that relate to a criminal prosecution</li> <li>► Any fines, penalties, interest or adjustments to tax</li> <li>► Any fees incurred by someone other than a qualified accountant, registered tax agent or tax consultant</li> </ul>	\$5,000 any one claim.
<p><b>Regulations and By-Laws</b></p> <p>Following a claim under this section for which We have agreed to cover You, We will also pay the additional costs of complying with changed government or local authority regulations or by-laws.</p>	<ul style="list-style-type: none"> <li>► Any costs which relate to undamaged parts of Your building</li> <li>► Any costs in respect of which You have received notice prior to when the loss or damage occurred</li> </ul>	

# Your Building Cover cont.

We will also pay for	We will not pay for	Maximum benefit
<p><b>Unlawful substances</b></p> <p>We will pay for loss or damage to Your building, in connection with the manufacture, storage, or distribution from the building, of any 'controlled drug', as defined in the relevant state legislation, by Your tenant.</p>	<p>Loss or damage to Your building unless You, or Your agent, has exercised reasonable care in the selection of tenant(s) by:</p> <ul style="list-style-type: none"> <li>➢ obtaining documentation sufficient to establish with reasonable certainty the identity of the intended tenant and their previous tenancy history, in the form of:</li> <li>➢ proof of identity;</li> <li>➢ references from prior tenancies;</li> <li>➢ proof of employment; and</li> <li>➢ pay slips;</li> <li>➢ completing an internal and external inspection of the property at a minimum of bi-annual intervals and upon every change of tenants; and</li> <li>➢ ensuring a written record of the outcome of each inspection is kept and can be provided if We request it.</li> </ul>	<p>\$25,000 in one period of insurance for loss or damage caused by chemical contamination, or the sum insured for Your building for loss or damage caused by fire or explosion.</p>
<p><b>Electric motor burnout</b></p> <p>We will pay for the cost to repair or replace an electric motor that forms part of Your building and is burnt out by electric current at Your address.</p>	<ul style="list-style-type: none"> <li>➢ Any part of the machine other than the electric motor</li> <li>➢ a replacement motor if one is not available for any reason. In this case we will only pay the value of the motor prior to it burning out or the reasonable costs of repairing the motor, whichever is the least</li> <li>➢ any electric motor covered by any warranty or guarantee, or</li> <li>➢ loss or damage to any motor that is more than 10 years old</li> </ul>	<p>\$2,000 any one claim.</p>

# Your Contents Cover

If You have chosen to include this cover it will be shown on Your schedule.

We will cover accidental loss of or accidental damage to Your contents whilst contained in Your building at the address during the period of insurance.

The most We will pay for Your contents and any particular item specified on Your schedule is the sum insured shown on Your schedule, plus additional benefits stated in Your Policy.

## **Additional Benefits to Your Contents Cover**

The additional benefits listed below are in addition to the sum insured for Your contents and only apply when You have insured Your contents under this Policy.

The general exclusions and any other exclusions or conditions applicable to this section also apply to these additional benefits.

When Your buildings and contents are both covered under this Policy the cover under the additional benefits are not cumulative with the same additional benefits under Your buildings cover and the maximum we will pay in respect of any one claim for the same theft, loss or damage is the stated Maximum benefit.

We will also pay for	We will not pay for	Maximum benefit
<b>Accidental loss or damage caused by tenants</b> We will pay for accidental loss or damage to Your contents caused by Your tenant.		The sum insured for Your contents.
<b>Theft, attempted theft or burglary by tenants</b> We will pay for loss or damage to Your contents resulting from theft, or attempted theft by Your tenant.	Theft of contents in the open air.	The sum insured for Your contents.
<b>Malicious acts by tenants</b> We will pay for loss or damage to Your contents and buildings resulting from malicious acts or vandalism by Your tenant. This cover is also provided where buildings are not insured by this Policy, as long as You provide Us with Your Building Insurer Details.		The sum insured for Your contents.
<b>Deliberate damage by tenants</b> We will pay for loss or damage to Your contents and building resulting from deliberate damage caused by Your tenants		The sum insured for Your contents.
<b>Removal of debris</b> Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable cost of removing contents debris and damaged property.		10% of the sum insured for Your contents.
<b>Locks and keys</b> We will pay the cost of rekeying or replacing (whichever is the lesser) locks and cylinders on the external doors and windows for which the keys were intended if the keys to Your Building: <ul style="list-style-type: none"> <li>➤ are stolen; or</li> <li>➤ are unable to be located following the eviction of a tenant.</li> </ul>		\$1,000 any one claim.

# Your Contents Cover cont.

We will also pay for	We will not pay for	Maximum benefit
<b>Temporary repairs</b>  Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable cost of temporary repairs and protection necessary to prevent further loss or damage to Your property.		Reasonable costs.
<b>Fumigation costs</b>  We will pay for the costs of fumigating Your building following the death of a person in Your building during the period of insurance.		\$5,000 any one claim.
<b>Contents in the open air</b>  We will extend cover provided by this Policy to include Your contents in the open air at Your address.		Cash and negotiable documents ► \$50 any one claim. Theft claims ► \$5,000 any one claim. All other claims ► 10% of the sum insured for Your contents
<b>Tax audit fees</b>  We will pay for reasonable expenses You incur as a result of an investigation or audit:  ► relating to Your use of the building as an investment property; ► conducted by the Australian Tax Office; and ► which You were first notified about during the period of insurance.	► Any audit fees that relate to a criminal prosecution ► Any fines, penalties, interest or adjustments to tax ► Any fees incurred by someone other than a qualified accountant, registered tax agent or tax consultant	\$5,000 any one claim.
<b>Pet damage</b>  Damage caused by domestic cats, dogs, caged birds or caged rodents owned by the tenant.		\$500 any one claim

# Your Contents Cover cont.

We will also pay for	We will not pay for	Maximum benefit
<p><b>Unlawful substances</b></p> <p>We will pay for loss or damage to Your contents, in connection with the manufacture, storage, or distribution from Your address, of any 'controlled drug', as defined in the relevant state legislation, by Your tenant.</p>	<p>Loss or damage to Your contents unless You, or Your agent, has exercised reasonable care in the selection of tenant(s) by:</p> <ul style="list-style-type: none"> <li>➤ obtaining documentation sufficient to establish with reasonable certainty the identity of the intended tenant and their previous tenancy history, in the form of:</li> <ul style="list-style-type: none"> <li>➤ proof of identity;</li> <li>➤ references from prior tenancies;</li> <li>➤ proof of employment; and</li> <li>➤ pay slips;</li> </ul> <li>➤ completing an internal and external inspection of the property at a minimum of bi-annual intervals and upon every change of tenants; and</li> <li>➤ ensuring a written record of the outcome of each inspection is kept and can be provided if we request it.</li> </ul>	<p>\$25,000 in one period of insurance for loss or damage caused by chemical contamination, or the sum insured for Your contents for loss or damage caused by fire or explosion.</p>
<p><b>Electric motor burnout</b></p> <p>We will pay for the cost to repair or replace an electric motor that forms part of Your contents and is burnt out by electric current at Your address.</p>	<ul style="list-style-type: none"> <li>➤ any part of the machine other than the electric motor</li> <li>➤ a replacement motor if one is not available for any reason. In this case we will only pay the value of the motor prior to it burning out or the reasonable costs of repairing the motor, whichever is the least</li> <li>➤ any electric motor covered by any warranty or guarantee, or</li> <li>➤ loss or damage to any motor that is more than 10 years old</li> </ul>	<p>\$2,000 any one claim.</p>

# Your Loss of Rent Cover

If You have chosen to include this cover it will be shown on Your schedule.

If Your contents or buildings suffer accidental loss or damage covered by this Policy We will pay Loss of Rent.

We will also pay for	We will not pay for	Maximum benefit
<p><b>Loss of rent following insured loss or damage</b></p> <p>If Your building becomes uninhabitable for a minimum of seven (7) consecutive days as a result of loss or damage insured by Your Policy, We will pay for the loss of rent until the building can be lived in again.</p> <p>The amount We will pay You is:</p> <ul style="list-style-type: none"><li>➤ the weekly rental payable under the current rental agreement; or</li><li>➤ if Your building was not tenanted at the time of the event causing insured loss or damage, the amount We will pay You will be based on the rental value of Your building immediately before the loss or damage occurred.</li></ul>	<ul style="list-style-type: none"><li>➤ Loss of rent after Your building becomes habitable.</li><li>➤ Loss of rent if Your building was not tenanted for the 90 days before the date of the event causing insured loss or damage.</li><li>➤ Loss of rent arising from or in any way connected with the existence or suspected existence of any infectious disease defined as a listed human disease under the Biosecurity Act 2015 (Cth) and subsequent amendments or replacement legislation.</li></ul>	Fifty-two (52) weeks rent up to a maximum weekly limit as shown on Your schedule.
<p><b>Loss of rent following prevention of access</b></p> <p>We will pay You for Your loss of rent resulting from:</p> <ul style="list-style-type: none"><li>➤ prevention of access to Your building due to damage located in the near vicinity of Your building; or</li><li>➤ Your building becoming uninhabitable on the instruction of a government authority due to the outbreak of a contagion at Your building.</li></ul>		
<p><b>Reletting expenses</b></p> <p>We will pay for the reasonable reletting expenses that You incur with our prior written consent in excess of the bond once the bond has been exhausted.</p>	<ul style="list-style-type: none"><li>➤ Reletting expenses incurred when no other claim under this Policy has been accepted.</li><li>➤ Reletting expenses that do not exceed the tenants bond.</li></ul>	\$500 in any one period of insurance.

# Your Tenant Default Cover

If You have chosen to include this cover it will be shown on Your schedule.

If the tenant defaults then We will pay loss of rent under Tenant Default cover.

We will also pay for	We will not pay for	Maximum benefit
<p><b>Loss of rent following tenant default</b></p> <p>We will pay for the loss of rent when:</p> <ul style="list-style-type: none"> <li>➢ Your tenant defaults on rent payments due under the rental agreement and fails to remedy the default;</li> <li>➢ Your tenant vacates Your building before the end of the tenancy period without giving the notice required in the rental agreement;</li> <li>➢ Your tenant is legally evicted from Your building;</li> <li>➢ Your rental agreement is legally terminated by the relevant authority on the grounds of hardship on the part of Your tenant; or</li> <li>➢ A sole tenant dies;</li> </ul> <p>Provided that:</p> <ul style="list-style-type: none"> <li>➢ the rent was not in arrears at the time this cover first commenced; and</li> <li>➢ a minimum four (4) weeks bond is collected at the beginning of each tenancy agreement.</li> </ul>	<ul style="list-style-type: none"> <li>➢ Any loss of rent recoverable from the balance of Your tenant's bond after the deduction of re-letting expenses.</li> <li>➢ Any loss of rent because You failed to: <ul style="list-style-type: none"> <li>➢ Rectify a 'Notice of Remedy' breach issued by the tenant.</li> <li>➢ Take all reasonable steps legally available to You to mitigate any loss of rent or evict the tenant.</li> </ul> </li> <li>➢ Any loss of rent during a period in which there was no liability to pay rent under the rental agreement (for example, during a hardship period ordered by a Tribunal, a rent holiday or rent relief You give).</li> </ul>	Nine (9) weeks rent up to a maximum of \$5,000, whichever is the lesser per tenancy.
<p><b>Loss of rent following tenant</b></p> <p>Murder or suicide</p>		Eighteen (18) weeks rent up to a maximum of \$1,000 per week or otherwise as listed in the schedule.
<p><b>Loss of rent following tenant eviction</b></p> <p>We will also pay for loss of rent when Your tenant refuses to vacate Your building after being served an order of eviction from a court or tribunal.</p>	<ul style="list-style-type: none"> <li>➢ Any loss of rent recoverable from the balance of Your tenant's bond.</li> </ul>	Nine (9) weeks rent up to a maximum of \$5,000, whichever is the lesser per tenancy.
<p><b>Legal expenses</b></p> <p>We will pay for the reasonable legal expenses You incur with Our prior written consent in minimising Your loss of rent due to tenant default or the legal eviction of a Tenant.</p>		\$5,000 any one claim.
<p><b>Reletting expenses</b></p> <p>We will pay for the reasonable reletting expenses that You incur with our prior written consent in excess of the bond once the bond has been exhausted.</p>	<ul style="list-style-type: none"> <li>➢ Reletting expenses incurred when no other claim under this Policy has been accepted.</li> <li>➢ Reletting expenses that do not exceed the tenants bond.</li> </ul>	\$500 in any one period of insurance.

# Your Legal Liability Cover

If You have chosen to include this cover it will be shown on Your schedule.

We will cover You for Your legal liability to pay compensation, in respect of:

- Personal injury; and/or
- Property damage;

happening during the period of insurance and caused by an

occurrence at Your address in connection with Your ownership of the building and/or contents.

Where We agree to provide cover to You for a claim under the above, We will also cover You for legal costs:

- Incurred with Our written consent in defence of Your liability; and/or

- Which are awarded against You.

The maximum We will pay in respect of any one claim or series of claims arising out of any one occurrence including all legal costs covered under this section is \$20,000,000.

## We will not cover

We will not cover You for any claim in respect of:

- Your ownership of any buildings or land or contents other than Your building or the land or Your contents at Your address
- The transmission of any disease by You
- Any trade, business, profession, occupation or employment carried on by You for reward other than the business of letting property
- Your liability or Your acceptance of liability arising under the terms of any contract You have entered into, unless such liability would have attached to You regardless of the existence of the contract
- The publication or utterance of a libel, slander or defamatory statement made by You or on Your behalf
- Vibration or interference with the support of land, buildings or other property
- Motorised vehicles (other than garden appliances, bicycles, motorised wheelchairs, mobility scooters and go carts not requiring registration) or registered vehicles
- Aircraft, aircraft parts or the provision of any facilities for the landing or storing of aircraft
- Watercraft (other than surfboards, surf skis, sailboards, canoes and kayaks), hovercraft or the provision for commercial purposes of any facilities for the landing or storing of watercraft or hovercraft
- The existence of asbestos in any form or quantity
- Claims for personal injury to, the death of or the illness of You or any person who lives with You
- Claims for personal injury, death or illness of employees or workers who are covered, or should have been covered, by Workers' Compensation or similar legislation, and who at the time of the accident were employed by You or by any person living at Your address
- Your liability as owner of Your building if You have not insured Your building under this Policy
- Your liability as owner of Your contents if You have not insured Your contents under this Policy
- Claims brought in a court outside of Australia, or within Australia to enforce a judgment handed down by a court outside of Australia
- Claims for loss or damage to property belonging to or under the control of:
  - You
  - Any employee of Yours, or
  - Any person living with You
- Any fines or penalties, or punitive or exemplary damages
- Any strata title building, provided this exclusion does not apply to Your liability which falls outside of the responsibilities of the body corporate or owners corporation

# General Exclusions Applicable to All Sections of Your Policy

This Policy will not cover You for any damage, loss or liability caused by, arising from or in connection with any of the following:

## Actions of the sea

the action of the sea, other than tsunami resulting from earthquake.

## Amounts greater than the Sum Insured

any amount greater than the sum insured on Your schedule, except where the benefit is shown as additional to the sum insured.

## Application of heat

any process involving the application of heat.

## Building defects or incorrect siting

- a. structural or inherent defects, design faults or faulty workmanship; or
- b. incorrect siting of buildings.

## Compliance notices

costs resulting from any compliance notice served by a government or local authority before Your contents suffered loss or damage.

## Computer virus or hacking

a computer virus or hacking.

## Consequential Loss

- consequential loss of any kind other than as covered under Your Legal Liability Cover.

## Contaminants and pollutants

the discharge or escape of any contaminant, pollutant or harmful substance unless the discharge or escape was sudden and accidental.

## Demolition

demolition ordered by government or local authority, unless as a result of a claim payable under this Policy.

## Earth movement

earth movement, including erosion, landslip, subsidence, mudslide,

landslide, hydrostatic pressure, settling, shrinkage or expansion, unless occurring as a result of and within seventy-two (72) hours of an earthquake or tsunami, or storm, hail or rainwater.

## Electronic data

- a. the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data;
- b. any error in creating, amending, entering, deleting or using electronic data;
- c. the total or partial inability or failure to receive, send, access or use electronic data.

## Extensions, alterations or renovations

- a. any building construction, renovation, alteration, addition, repair or decoration which exceeds contract price of \$75,000.
- b. extensions or renovations where You have not obtained required approval from the relevant local authority.

## Failure to take reasonable care

any unreasonable failure by You or Your property manager to:

- a. take all reasonable steps to protect and maintain Your building and/or contents;
- b. fix defects and faults as soon as practicable after You or Your property manager become aware of them.

## Flood

flood, unless it is shown on Your Schedule as included.

## Intentional, malicious or illegal acts

- a. any act by You or Your family which a reasonable person would conclude was intended to cause deliberate loss or damage or to incur a liability; or

- b. malicious, unlawful or dishonest acts by You or Your family or anyone acting with Your consent or knowledge.

## Mechanical or electric breakdown

mechanical, electric or electronic breakdown, failure or malfunction except where an electric motor is burnt out by electric current.

## Network connections

any costs associated with network connections or plan costs, other than the repair or replacement cost of the item itself.

## Outside of period of insurance

any claim that occurs outside the period of insurance shown on Your schedule.

## Radioactivity

- a. radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or nuclear installation, reactor, assembly or component thereof;
- b. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- c. ionising radiation or contamination by radioactivity from:
  - i. nuclear fuel
  - ii. nuclear waste, or
  - iii. the combustion of nuclear fuel.

## Repossession or lawful seizure

the repossession or lawful seizure of Your contents.

## Rust, wear, tear and gradual deterioration

- a. rust, corrosion, mildew, wet or dry rot, fading, mould, rising damp or other signs of failure to keep Your property in good order and repair; or

# General Exclusions Applicable to All Sections of Your Policy cont.

- b. wear and tear, depreciation, gradual deterioration, lack of maintenance or inherent defect.

## Scratching, denting, chewing, scuffing and chafing

- a. action of any birds, vermin, pests, termites or moths, including but not limited to eating, clawing, chewing or pecking;
- b. Your tenants, their visitors or visitor's pets, scratching, denting, chipping, rubbing, scuffing; or chafing, rubbing or chipping of any surface.

## Storm damage

loss or damage caused by storm, hail or rainwater to paved or concrete driveways, paths and outdoor surfaces (including tennis courts) and retaining walls

## Storms, floods, cyclone, bushfire, tsunamis in the first 48 hours

a named cyclone, storm, bushfire or grassfire within forty-eight (48) hours of the commencement of this Policy, unless this Policy commenced the day You bought Your property, or immediately after another policy covering the same property expired without a break in cover.

## Tenant neglect

tenant neglect, poor housekeeping or unhygienic living practices

## Terrorism

any act of terrorism that is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical or nuclear pollution, contamination or explosion.

## Trees or tree roots

- a. the action of trees or their roots; or
- b. a tree or branch lopped by you, or on your behalf.

## Unoccupancy

any loss or damage to Your building or contents if Your building has been unoccupied with Your knowledge for a period of ninety (90) or more consecutive days, unless You have obtained Our written consent and paid any additional premium required by Us.

This exclusion will not apply to loss or damage to Your building or contents caused by or arising out of:

- a. earthquake;
- b. impact;
- c. riot & civil commotion; or
- d. public disturbance.

For the purpose of this exclusion, Your building is unoccupied if at the time of loss:

- i. it is not sufficiently furnished to be lived in;
- ii. not connected to electric power; and
- iii. You, Your tenant or someone nominated by You has not stayed in Your building for two (2) or more consecutive nights on at least one (1) occasion in a ninety (90) day period.

## War, revolution or invasion

war, revolution, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion or insurrection.

## Water damage

water seeping, percolating through walls, roofs or floors or otherwise entering Your building:

- a. as a result of:
  - i. Your failure to perform adequate maintenance on Your building;
  - ii. a faulty design or structural defect in Your building; or
  - iii. faulty workmanship;
- b. through the earth; or

- c. through any opening made for the purpose of repairs or alterations to Your building, unless You can prove that the loss or damage was caused by the negligence of someone other than You.

# Words with Special Meanings

This Policy has words and terms with special meanings. We explain their meaning in the following definitions.

**Accident** means a sudden unintended and unforeseen event.

**Accidental damage** means damage that is unforeseen and occurs without intent.

**Act of terrorism** means any act, or preparation in respect of action, or threat of action designed to influence the government of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), and which:

- involves violence against one or more persons
- involves damage to property
- endangers life other than that of the person committing the action
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

**Address** is where Your building or contents are located, as shown on Your schedule.

**Building** means the residential investment property situated at Your address, and includes:

- domestic outbuildings.
- structural improvements.
- fixtures and fittings including fixed wall, ceiling and floor coverings and insulation where Your address is not located within a strata development.

**Common property** means real property for common usage held under a separate single title and owned by an owners corporation, body corporate or similar body.

**Contents** means items kept in Your property for domestic use by Your tenant including:

- domestic and antique furniture and furnishings
- moveable carpets, drapes, floating timber floors and interior blinds
- moveable swimming pools
- moveable saunas and spas
- wall and floor coverings not fixed to a building
- portable household goods and electrical equipment
- bicycles, surfboards, surf skis, sailboards, kayaks and canoes
- computer equipment and licensed software
- tools used only for domestic purposes
- motorised golf carts, wheelchairs, mobility scooters, lawn mowers, gardening equipment and motor scooters, none of which require registration
- contents which You do not own but for which You are legally liable, and
- fixtures and fittings installed by You or for which You are legally liable but which You do not own.
- fixtures and fittings that You own when Your address is located within a strata development.

**Contents does not mean:**

- motor vehicles, motorcycles, pee wee bikes, trail bikes, trailers, caravans, aircraft, watercraft and their attached accessories
- any item included in the definition of building

➢ electronic data files and computer records

➢ grass, artificial turf, trees, plants, shrubs and landscaping

➢ pets or animals of any kind

➢ tools of trade, commercial or retail stock

➢ clothing, jewellery, furs or other personal effects

➢ fixtures and fittings insured under another policy.

**Deliberate damage** means changes made to the property by tenants which weren't accidental, nor were they committed with spite, malice or vindictiveness

**Electric motor burnout** means the breakdown of an electric motor as a result of the electric current flowing through it.

**Electronic data** means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**Endorsement** means a written notification given to You by Us that details changes to Your cover under this Policy.

**Excess** means the amount(s) shown on Your schedule, or otherwise stated in the Policy for each applicable section or sub section, that You are required to pay or bear as the first payment towards Your claim.

**Family** means any member of Your family who permanently or normally resides with You including Your legal or de facto partner.

**Fire** means burning with flames.

# Words with Special Meanings cont.

**Fixtures and fittings** means any item permanently attached or fixed to a building that You would not normally take with You. This includes, but is not limited to:

- kitchen cupboards and benchtops
- built-in wardrobes
- taps and tapware
- shower screens, and vinyl and ceramic flooring.

**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 lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

**Impact** means the forceful, sudden and unexpected striking of one object, surface or item against another.

**Malicious acts or vandalism** means intentional damage to the insured property by the tenant which is motivated by spite, malice, or vindictiveness

**Occurrence** means an event or series of events which results in personal injury or property damage neither expected nor intended by You.

All personal injury or property damage attributable to continuous or repeated exposure to substantially the same general conditions will be deemed to be one Occurrence.

**Open air** means any area of Your address that is not fully enclosed by the walls and roof of a building and is not capable of being secured by a lock or similar device.

**Period of insurance** means the period of time shown on Your schedule for which We agree to provide You with cover under this Policy, unless this Policy is cancelled in which event the period of insurance will end on the effective date of the cancellation.

**Pet** means a domestic animal owned by Your tenant or kept at Your address.

**Policy** means Your contract of insurance with Us including:

- this Product Disclosure Statement and Policy booklet;
- Your schedule and the addendum attached to Your schedule; and
- any endorsement.

**Premium** means the amount You pay us for Your insurance cover. It includes any compulsory government statutory charges, levies, duties and taxes where applicable.

**Rainwater** means rain falling naturally from the sky, including rainwater runoff over the surface of the land and including rainwater overflowing from storm water drains and channels.

**Reletting expenses** means the costs that Your tenant can be held liable for under their Lease and the relevant Residential Tenancy Act.

**Removal of debris** means the cleanup costs associated with damage to a property resulting from an event covered under this Policy.

**Schedule** means the schedule issued by Us containing details of cover specific to You, including but not limited to:

- Your policy number;
- the period of insurance;
- Your address;

- details of the covers You have selected; and
- any excesses You are required to pay.

**Storm** means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail.

**Structural improvements** means permanent additions to Your property that add value to the cost of rebuilding or repairing it and include, but are not limited to:

- clotheslines
- paved driveways or paths
- masts and aerials
- pergolas and gazebos
- in-ground pools
- saunas and spas
- retaining walls
- gates and fences, and
- wharves, jetties and pontoons not used for commercial purposes
- paved driveways or paths

**Sum insured** means the maximum amount We will pay under each section or sub-section of this Policy, other than any additional amount provided for in any relevant additional benefit under any section.

The applicable Sums Insured are shown on Your schedule.

**Tenant** means:

- the person(s) named on the current rental agreement
- any other person who permanently lives at the address

**We, Us, Our** means Guild Insurance Limited ABN 55 004 538 863 and AFS Licence No. 233791, of Level 13, 171 Collins St, Melbourne Victoria 3000.

**You, Your** means the person or persons named on Your current schedule and that person or person's family.

# When You Need to Make a Claim

When things go wrong and You need to make a claim under Your Policy, contact Your insurance intermediary or:

- visit Our website at:  
[www.acerta.com.au](http://www.acerta.com.au)
- call Us on: 1300 223 782

We can be notified of a claim anytime, 24 hours a day, 7 days a week.

When You make a claim, We will tell You what You need to do to help Us manage Your claim.

## Assist Us with Your Call

You can help Us by having the following information available when You call:

- Your policy number
- Details of the event giving rise to the claim (where, when, how)
- An estimate of the loss or damage

## Report to Police

Immediately advise the police of any malicious damage or act, theft, attempted theft, burglary or accidental loss, and give them a list of items damaged, stolen or lost.

You will need to give Us:

- The name of the police officer
- Station reported to
- Date reported
- A copy of the police report or the log number of the call to the police

## Prevent Further Loss

Try to do everything You reasonably can to prevent any further loss or damage from occurring.

In the event of severe storm damage, contact the State Emergency Service, Your local council or Us for assistance.

In case of loss of rent, We require You to take the following steps as soon as reasonably possible:

- Obtain or hold the bond from the tenant;
- Proceed with the tribunal hearing process where appropriate and make an application for loss of rent, bond monies and compensation for any damages and/or expenses; and
- Take steps to minimise the loss of rent by re-letting the property.

## Assist Us with Your Claim

You will need to give Us information relevant to Your claim that We reasonably require to manage, assess and settle Your claim. This will include details of how Your loss occurred and may also include providing Us with quotations for the repair or replacement of Your property.

When You make a claim, We are likely to require some or all of the following information:

### Tenant Default Claim

- Completed Claim Form
- Reason for default & Period claimed e.g. 01/12/13 - 19/12/2013
- Tenancy Tribunal Documents
- Old Tenancy Agreement
- New Tenancy Agreement
- Rent Ledger
- Bond Refund Form
- Invoices to support bond has been exhausted
- Copy of any correspondence to tenant advising rent is late/due/ notice to vacate

### Malicious Damage or Theft Claim

- Completed Claim Form
- Proof of ownership
- Photos of damaged items
- In going, Outgoing and Routine Inspection Report

- Quotes for repairs/replacement
- Police Report
- Bank Account Details: Account Name, BSB & Account Number

## Other Damage Claims

- Completed Claim Form
- Proof of ownership
- Lease Agreement for last tenant
- Ledger for last tenant
- Repair report confirming cause of damage and that the property is uninhabitable
- Repair Invoice confirming repairs have been completed along with repair dates

## Allow Us Access

Following a claim on this Policy, You may be required to let Us enter Your building to investigate the cause of the loss or the damage that is the subject of the claim.

## Make Your Damaged Property Available

Following a claim on this Policy, You must make Your damaged property available for inspection by Us or a representative of Ours.

We may request You arrange for the delivery of the items which have been damaged to Us or Our representatives.

When we do so, We will pay the necessary and reasonable expenses incurred by You with Our prior consent.

## Provide Proof of Ownership, Loss or Damage

When You make a claim You may be required to provide proof of Your ownership and value of the items You are claiming for.

# When You Need to Make a Claim cont.

Some proof of ownership documents which may be acceptable are listed below:

- Sales receipts or accounts (originals or duplicates) showing the date, purchase price, a description of items purchased and place of purchase
- Credit card statements or bank statements showing the purchase transaction details
- Model and serial numbers of the lost or damaged property
- Instruction booklets and owner's manuals
- Valuations
- Builder's, electrician's or other relevant tradesman's reports detailing the loss or damage
- Photos clearly showing the items

## Assist us with Recovery of Losses from Others

If You make a claim and We wish to recover the amount We have paid from another person then, subject to the Insurance Contracts Act, We can do so.

You and any other person entitled to cover under this Policy must give Us any information and help that We reasonably require, including giving evidence in court.

## Pay Your Excess

Please refer to the section 'Excess' on page 7 for more details about Your excess.

## Cooperate with Us

When requested, You must provide Us with any reasonable assistance we require to investigate, defend or settle any claim under this Policy, including giving evidence in court.

## Legal Liability Claims

If You receive notification or advice of any actual or potential claim against You, You are required to promptly notify Us and forward to Us:

- any demand, writ, summons or proceedings which You receive relating to any prosecution, inquest or legal action; and
- any other information relevant to matters where any liability under this Policy may arise.

# What You Must Not do When Making a Claim

## **Admission of Liability**

You must not admit guilt or liability to anyone.

You must not offer, agree or promise to settle any claim without Our prior consent.

## **Authorisation of Repairs**

Apart from emergency repairs necessary to prevent or minimise further damage, You should not carry out or authorise any repairs or arrange replacement of any property without Our prior consent.

## **Disposal of Damaged Goods**

Do not dispose of any damaged property without Our prior consent. We may need such property for inspection and assessment of repair costs by Our representative or Us.

You should not wash, clean or remove debris from an area damaged by fire unless We have agreed for You to do so.

# Paying Your Claim

## How We pay a Claim for Your Building

Where We pay a claim for Your building, We will choose to do one of the following:

- Repair the damaged portion of Your building
- Replace Your building using new materials
- Pay You the amount it would have cost to repair or replace Your building.

## The Most We Will Pay for Your Building

The most We will pay for Your building is the sum insured shown on Your schedule plus additional benefits as listed in Your Policy.

### Cash Settlement

When We have offered to repair or reinstate Your building, You may request that We pay You a cash settlement. We may decline Your request however, We will not unreasonably do so.

If We agree to pay Your claim by a cash settlement We will pay an amount equal to the reasonable cost of repairing or rebuilding Your Building as determined by Us, less any trade discount We would have received or negotiated if We had repaired or rebuilt Your building.

### Matching Building Materials

Where We repair Your building We will try to return Your building to the same condition as when new, or when last renovated by matching building materials as far as We can.

Where We cannot achieve an exact match, We will use materials that match the damaged or lost materials as near as possible in Our opinion. We will only do this to the area where the loss or damage occurred.

We will not pay for matching building materials in order to create a uniform effect throughout Your building.

### Unreasonable Delay

We will not pay for any additional or increase in costs due to Your unreasonable delay in the commencement of repairs to Your Building or rebuilding Your Building.

### Building Rebuilt at Another Address

If We agree to replace Your building following loss or damage insured by this Policy, You may do so to Your specifications at Your address or another address You choose.

We will not pay for any amount in excess of the amount We would pay if the change of address or specifications had not occurred.

## How We Pay a Claim for Your Contents

Where We pay a claim for Your contents, We will choose to do one of the following:

- Repair Your contents
- Replace Your contents with new items
- Pay You the amount it would have cost to repair or replace Your contents.

## The Most We Will Pay for Your Contents

The most We will pay for Your contents and any particular item specified on Your schedule is the sum insured shown on Your schedule, plus additional benefits stated in Your Policy.

### Cash Settlement

When We have offered to repair or replace Your contents, You may request that We pay You a cash settlement. We may decline Your request however, We will not unreasonably do so.

If We agree to pay Your claim by a cash settlement We will pay an amount equal to the reasonable cost of repairing or replacing Your contents, less any trade discount We would have received or negotiated if We had repaired or replaced Your contents.

## Carpets or Internal Window Furnishings

When We repair or replace Your carpets or internal window furnishings, We will only pay for the repair or replacement in the room or rooms where the loss or damage occurred.

We will not pay for matching carpets or internal window furnishings to create a uniform effect throughout Your building.

## How We Pay a Claim for Loss of Rent

We will pay for loss of rent for the period shown on Your schedule where there is damage covered under this Policy and the building is uninhabitable.

## How We Pay Tenant Default Claims

We will pay for loss of rent for the period shown on Your schedule where the tenant is in breach of the lease agreement and the lease has been terminated in accordance with State Legislation.

Once we receive all the information relevant to Your claim, we will calculate the amount covered as follows:

### Fixed Term Lease Agreement

Loss of rent is payable from the date the tenant has defaulted in their payments until the end of the fixed term lease agreement or until a day before a new tenant is due to move in, whichever is sooner.

Please note that the loss of rent is payable up to a maximum as shown on Your schedule.

# Paying Your Claim cont.

## Periodic Lease Agreement

Loss of rent is payable from the date the tenant has defaulted on their payments until the day they vacate the property plus the number of days they are required to give as notice depending on the Residential Tenancy Act of each state.

Please note that the loss of rent is payable up to a maximum as shown on Your schedule.

## Bond Deduction

You may use the tenant's bond to pay for costs you are entitled to deduct under the terms of your rental agreement. This may include:

- > Unpaid Water Invoices
- > Re-Letting Fees
- > Advertising Costs
- > Cleaning and Steam Cleaning Costs
- > Rubbish Removal
- > Repairs/Maintenance
- > Tribunal Costs
- > Garden tidy up

You are required to provide Us with receipts for any such costs.

The balance of the tenant's bond after allowable bond deductions will form the first part of any loss of rent claim.

Once the bond has been fully utilised the loss of rent claim begins.

Allowable bond expenses over and above bond monies (exhausting the bond in full) are not covered under this Policy.

The difference in any reduced rental amount received to re-let the property or to adapt to the changing market conditions is consequential loss and is not a legitimate bond deduction.

## Reinstatement of Your Sums Insured Following a Claim

Where there is loss or damage to Your building or Your contents, and a claim is paid by Us, the sum insured will be automatically reinstated without payment of an additional premium, unless the claim is for a total loss. If We pay the full sum insured for Your building or contents then cover under those sections comes to an end.

If the claim is for a total loss of Your building and/or contents and We have paid You the sum insured then cover for Your building and/or contents will end but legal liability cover will remain in force until the expiry date of Your policy.

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We're here  
to help

**Emergency Claim Service (24hour)**

1300 223 782

[acerta.com.au](http://acerta.com.au)

**Who is the insurer?**

This policy is underwritten by Guild Insurance Limited ABN 55 004 538 863 and AFS Licence Number 233791 trading as Acerta.

Effective date: April 2021

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