



**UNDERWRITING**

**Residential Landlord  
Insurance Policy  
Product Disclosure  
Statement**

Ref: HLLSCTP1

Date: 27 06 25



**The  
clear  
way to  
better  
cover.**

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## SUMMARY OF COVER, BENEFITS AND WHAT WE'LL PAY

This Product Disclosure Statement and Policy document contains 3 different types of cover that the Insurer offers, set out in 3 Sections. Section 1: Building & Contents; Section 2: Property Owner's Legal Liability; and Section 3: Cyber. There are additional Optional Covers in Section 1: Building & Contents that You can choose to tailor the Policy to Your needs.

Subject to receiving the payment of Your Premium, We will provide the cover You have selected subject to the exclusions, conditions, limitations and Excess(es) stated in the Policy and the Schedule. The following is a summary of the types of cover available and does not form part of the terms of your insurance. You should refer to the Schedule and the relevant Sections of the Policy that You have selected for the full exclusions, conditions, limitations and Excess(es) that apply to Your insurance.

### Table of Cover, Benefits and What We'll Pay

Policy Section	Cover/Benefit	What We'll Pay	
Section 1: Building & Contents	Building	Up to the Building Sum Insured	
	Contents	Up to the Contents Sum Insured Maximum of \$20,000 per Contents item unless Specific Contents optional cover applies.	
Section 1: Building & Contents  Additional Benefits	1 - Professional Fees	Building	Contents
		Up to 15% of the Section 1 Building Sum Insured	N/A
	2 - Removal of Debris	Up to 20% of the Section 1 Building or Contents Sum Insured (as is relevant to the Damage)	
	3 - Protection & Minimisation of Imminent Damage	Up to \$5,000	
	4 - Removal of Fallen Trees	Up to 5,000	
	5 - Extra Cost of Reinstatement of Your Building	Building	Contents
		Within Section 1 Building Sum Insured	N/A
	6 - Emergency Services & Fire Extinguishment	Up to \$2,000	
	7 - Government Authority Fees	Building	Contents
		Within the Section 1 Building Sum Insured	N/A
	8 - Detecting Leaks – Repair	Building	Contents
		Up to \$1,000	N/A
	9 - Replacement of Keys and Locks	Up to \$5,000	
	10 - Mortgage Discharge Fees	Up to \$10,000	
	11 - Damage to Domestic Electric Motors	Up to \$5,000	
	12 - Environmental Improvements	Building	Contents
		Up to \$5,000	At least 3-Star Energy Rating minimum replacement for specified appliances

	13 - Landscaping	Up to \$1,000 any one item up to maximum of \$3,000 in total	
	14 - Damage by Tenant's Pets	Building	Contents
		Up to \$10,000	Up to \$10,000.
	15 - Prevention of Access	Building	Contents
		Up to the highest of \$25,000; or 20% of the Building Sum Insured, per Policy Period with a maximum duration of 24 months.	Up to the highest of \$25,000; or 20% of the Contents Sum Insured, per Policy Period with a maximum duration of 24 months.
	16 - Chemical Decontamination Costs	Up to \$70,000	
	17 - Fumigation and Clean Up Costs	Up to \$10,000	
	18 - Landslide or Subsidence	Within Section 1 Building Sum Insured or Contents Sum Insured	
	19 – Tax Audit Fees	Up to \$5,000	
	20 – Automatic Contents Cover	Building	Contents
		Up to \$10,000	N/A
	21 – Contents in the Open Air	Up to \$10,000	
<b>Section 1: Building &amp; Contents  Optional Covers</b>	1 - Theft by Tenant	Up to the relevant Sum Insured plus: • Additional Benefit – Legal Expenses up to \$5,000	
	2 - Rent Default by Tenant	Rental on Long Term Basis only. Up to \$20,000 plus Additional Benefits: • Legal Expenses – up to \$5,000; • Re-letting expenses – up to \$500; • Removal of Tenant's property – up to \$500	
	3 - Loss of Rent	Up to two times the Loss of Rent Sum Insured shown in the Schedule.	
	4 - Specific Contents	Up to the amount specified in the Schedule for each declared item of Specific Contents.	
<b>Section 2: Property Owner's Legal Liability</b>	For Compensation You are liable to pay another party for Property Damage or Personal Injury in connection with ownership of Your Building or Contents.	Up to the Section 2 Limit of Liability	
<b>Section 2: Property Owner's Legal Liability</b>	1 - Defence Costs	Reasonable and necessary costs incurred with Our prior consent.	
	2 - Legal Costs	Reasonable and necessary costs incurred with Our prior consent.	

<b>Additional Benefits</b>	3 - Expenses	Reasonable and necessary expenses incurred with Our prior consent.
	4 - Interest after judgment	Interest as required on amounts We are liable to pay.
	5 - Court appearance stipend	\$250 daily stipend when You are required by Us to attend Court as a witness
<b>Section 3: Cyber</b>	Loss of Funds from Cyber Crime and Defence Costs for a Data Breach	Up to the Section 3 Limit of Liability

# PRODUCT DISCLOSURE STATEMENT

## Product Disclosure Statement

This document is a Product Disclosure Statement (PDS) for the Hutch Underwriting Residential Landlord Insurance Policy. This PDS has been prepared to assist You in understanding Landlord insurance and making an informed choice about Your insurance requirements.

This PDS includes information about Policy features, benefits, risks and costs. Please read the document carefully.

This document was prepared by Hutch Underwriting Pty Ltd on 01.06.25. The Insurer has authorised the distribution of this PDS.

This PDS is an important document about insurance. It explains what is and what is not covered under the insurance Policy and your and our obligations. To check the Policy meets your needs, you need to understand it. The information in this PDS does not take into account your personal objectives, financial situation or needs. In deciding whether this insurance is right for you, you should consider the information in this PDS having regard to your own personal circumstances and, if necessary, seek independent professional advice.

## About Hutch Underwriting

Hutch Underwriting Pty Ltd ABN 84 655 256 134, authorised representative number 001 296 345 (Hutch Underwriting) is an authorised representative of CoverRadar Group Pty Ltd ABN 14 641 225 809, AFS Licence number 523647 of L6, 7-15 Macquarie Place, Sydney, NSW 2000.

CoverRadar Group Pty Ltd (CRG) holds an Australian Financial Services Licence (AFSL) issued by the Australian Securities and Investments Commission. The AFSL authorises CRG, and its representatives (including Hutch Underwriting), to deal in general insurance products and to provide a claims handling and settlement service. As the AFSL holder, CRG is responsible for the conduct of its representatives, including Hutch Underwriting.

Hutch Underwriting issues and manages Your insurance Policy and acts on behalf of Certain Underwriters at Lloyds, led by Arch Managing Agency Limited, Syndicate 2012.

This means that when issuing this Policy, Hutch Underwriting will be acting on behalf of the Insurers, not for You.

Postal Address: L6, 7-15 Macquarie Place  
Sydney, NSW 2000

Telephone: 02 9068 1390

Email: [help@hutchunderwriting.com.au](mailto:help@hutchunderwriting.com.au)

Your insurance broker will arrange this insurance for You on Your behalf. If You have any questions or need any further information concerning Your insurance, You should contact Your insurance broker to assist You with Your inquiry. You should direct all of Your correspondence to Hutch Underwriting through Your insurance broker.

## About the Insurer

This Policy is insured by Certain Underwriters at Lloyd's, led by Arch Managing Agency Limited, Syndicate 2012. The definitive numbers and the proportions underwritten by the Lloyd's underwriters can be supplied on application. In consideration of the premium specified in the Schedule, the underwriters are bound, severally and not jointly, each for their own part and not one for another, their executors and administrators, to insure in accordance with the terms and conditions contained in the Policy or any endorsement.

## About Lloyd's

Lloyd's is the world's leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market's underwriters and brokers, Lloyd's helps to create a braver world.

The Lloyd's market provides the leadership and insight to anticipate and understand risk, and the knowledge to develop relevant, new and innovative forms of insurance for customers globally.

It offers the efficiencies of shared resources and services in a marketplace that covers and shares risks from more than 200 territories, in any industry, at any scale.

Additionally it promises a trusted, enduring partnership built on the confidence that Lloyd's protects what matters most: helping people, businesses and communities to recover in times of need.

Lloyd's began with a few courageous entrepreneurs in a coffeeshop. Three centuries later, the Lloyd's market continues that proud tradition, sharing risk in order to protect, build resilience and inspire courage everywhere.

Visit [www.lloyds.com](http://www.lloyds.com) for more information.

## About Steadfast

Steadfast Group Limited (Steadfast) is a public company. It includes a large network of insurance brokerages who operate in Australia as Steadfast Brokers. This Policy is available exclusively to You through a Steadfast broker. Steadfast Group Limited does not issue, guarantee or underwrite this Policy.

Steadfast is not an agent of Hutch Underwriting Pty Ltd.

## Duty Not to Misrepresent

When answering our questions in the Proposal or making changes to your Policy or at renewal, You have a duty to take reasonable care not to make a misrepresentation to us.

You and any other insured person(s) must answer our questions with relevant and complete information and You must not misrepresent any information that You give to us. You have the same duty in relation to anyone else whom You want to be covered by the Policy.

If You fail to comply with this duty and We would not have entered into this Policy for the same Premium and on the same terms and Conditions expressed in this Policy, We may be entitled to

reduce Our liability under the Policy in respect of any claim to the extent that We have been prejudiced, or We may cancel the Policy.

If Your failure to comply is fraudulent, We may refuse to pay your claim and treat this Policy as never having been in existence.

### **Cooling-Off Period**

If this Policy does not meet Your requirements, You can cancel the Policy within twenty-one (21) days from the date the Policy commenced by sending a written notice to us that the Policy is not required.

You will receive a full refund of the Premium provided You have not made a claim under the Policy.

### **Adequate Sums Insured**

In the event of a loss, the Sums Insured and Limits applying to each Section of the Policy should be sufficient to cover such loss. It is Your responsibility to ensure the adequacy of the Sums Insured and You should review these both during the currency of the Policy and prior to renewal each year. Regular Building and Contents valuations should be sought to ensure that Sums Insured and Limits are set at appropriate levels. When setting the Sum Insured amounts, particularly for your Building and/or Contents, You should consider whether they are sufficient to cover their full replacement value.

Seek professional valuation advice where necessary.

If the Sums Insured and Limits under this Policy are not adequate, You may have to cover the uninsured proportion of any loss.

### **About this insurance**

This Policy is designed to cover the Rental Property of residential landlords and is not designed for owner/occupiers. You can choose to cover Your Rental Property's Building, Contents or both..

The Policy also includes a range of Additional Benefits and Optional Covers as well as certain legal liability and cyber cover.

This Policy is not a substitute for maintenance of Your Rental Property. If the Policy is purchased, then We insure Your Building or Contents, or both, on the basis that they are in good condition.

You should read this PDS in full and ensure that You understand what the Policy does and does not cover and Your obligations in relation to it.

### **Our Agreement with You**

Subject to receiving Your payment of the Premium set out in the Schedule, We agree to provide the insurance set out in this Policy Wording.

We will cover You for covered loss or damage, as defined in the Policy and under the terms of sections of the Policy selected by You.

If you make a claim, We will not pay more than the Sums Insured or Limits of Liability or Sub-Limits of Liability shown in the Policy Schedule or Section unless We have stated that there is an additional limit extension applying to a particular section.

### **Your insurance broker**

Where You decide to take out a Policy issued by Us, You must do so through Your insurance broker.

Your insurance broker is acting as Your agent when arranging Your Policy, and is not acting on Our behalf or on behalf of the Insurer.

While Your insurance broker is not acting on behalf of Us or the Insurer, We will pay Your insurance broker a commission when they arrange for the issue of a Policy to You. The commission we pay to Your insurance broker is paid by Us out of the Premium You pay for the issue of Your Policy.

### **Calculating your Premium**

We take a number of factors into account when calculating Your Premium. The annual Premium payable by You will be shown in Your Policy Schedule. Premiums are subject to applicable Commonwealth and State taxes and charges.

There are a number of significant factors which impact generally when calculating Your Premium. These can include:

- The Sums Insured under each chosen Section;
- The location of the subject Building and Contents;
- The age and construction type of Your Building;
- The options You have selected in respect of Your Building and Contents;
- Your claims history.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and any applicable administration fee (as shown in Your Schedule).

### **Paying your Premium**

You should make arrangements to pay Your Premium through Your Insurance Broker. You are not able to make Premium payments to Us directly.

### **Policy Schedule and documentation**

When You decide to take out a Policy issued by Us, We will provide You with a Policy Schedule. The Schedule will confirm the Sections of cover that will apply, including any optional cover You have selected, Your Sums Insured, Premium, Excesses (including any Special Excesses), and any endorsements and limits.

We will also provide You with a copy of this PDS and Policy wording, and any supplementary documentation that We need to send You from time to time.

The Policy Schedule, PDS and Policy wording, and any other documentation, will be provided to your insurance broker on Your behalf, rather than directly to You.

### **How to make a Claim**

The Insured or any person entitled to claim under this Policy must give Us written notice of any event which is likely to give rise to a claim, within thirty

(30) days of that event, or as soon as is reasonably practicable after identifying an event.

To report a claim, please contact Your broker.

You can also reach the Claims Team via:

Telephone Number: 1300 256 056

Email: [claims@hutchunderwriting.com.au](mailto:claims@hutchunderwriting.com.au)

Web: [hutchunderwriting.com.au/claims](http://hutchunderwriting.com.au/claims)

Please quote the policy number (as shown on the Schedule) on all correspondence.

For emergencies after hours please visit our website for details of make safe contractors.

Reporting a claim to Us shall be deemed notice to the Insurers.

We recommend that You also advise Your insurance broker or intermediary of any incident as soon as reasonably practicable.

### Tax Implications

If You:

- Are registered for GST; and
- Would be entitled to an input tax credit if You were to incur the cost to which a claim under this Policy relates,

We will reduce any amount We pay under any such claim by an amount equal to Your input tax credit entitlement. This tax information is a general statement only. See Your tax adviser for information about Your specific circumstances.

### Renewing Your Policy

At least 14 days before Your Policy expires, We will provide You a notice, offering Our renewal terms, or explaining the reason for not offering to renew Your policy. Our notice to You will be provided to Your insurance broker, on Your behalf, and not directly to You. If We offer to renew your policy, You are not obliged to renew the Policy.

When We offer you our renewal terms, We encourage you to check the new Sums Insured to make sure they are adequate to cover your needs.

You must check all the information recorded in Our renewal offer, and tell Us immediately if any of it is inaccurate or incomplete. This includes any changes that have occurred during the term of Your policy; for example, changes to the Building or Contents.

Any changes to the information in Our offer of renewal may cause Us to change our decision to offer renewal of Your Policy or the terms on which We offer such renewal. If You do not tell Us, We may reduce or not pay a claim, cancel Your Policy or treat it as if it never existed.

### Excesses

The Excess is the amount You must contribute towards the cost of any claim You make. If We agree to pay Your claim, the Excess will be deducted from the amount of the claim that is paid to You, or You may be asked to pay the Excess to a supplier, repairer or to Us.

The amount of each applicable Excess, including any Special Excess, applicable to the cover available under each Policy Section is shown on Your Schedule.

### General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia, and will abide by the Code when issuing and managing Your Policy. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

### Complaints and Dispute Resolution

If You have any concerns or wish to make a complaint in relation to this Policy, Our services or Your insurance claim, please let Us know and We will attempt to resolve Your concerns in accordance with our internal dispute resolution procedure.

Please contact Hutch Underwriting Pty Ltd in the first instance:

Complaints Officer

Hutch Underwriting Pty Ltd

Telephone: 1300 256 056

Email: [help@hutchunderwriting.com.au](mailto:help@hutchunderwriting.com.au)

We will acknowledge receipt of Your complaint and do our utmost to resolve the complaint to Your satisfaction within 10 business days. If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Telephone: (02) 8298 0783

Post: Level 32, 225 George Street, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678

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

Post: GPO Box 3 Melbourne VIC 3001

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



Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Insurers accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:  
*Lloyd's Underwriters' General Representative in Australia*  
  
*Level 32*  
*225 George Street*  
*Sydney NSW 2000*  
  
who has authority to accept service on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance notice should be given as soon as reasonably practicable to:

The Claims Manager

Telephone: 1300 256 056

Email: [claims@hutchunderwriting.com.au](mailto:claims@hutchunderwriting.com.au)

Web: [hutchunderwriting.com.au/claims](http://hutchunderwriting.com.au/claims)

### Financial Claims Scheme

In the unlikely event that the Insurer were to become insolvent and could not meet its obligations under the Policy, a person entitled to claim under the Policy may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Information about the Financial Claims Scheme can be obtained from <http://www.fcs.gov.au/>

### Privacy Statement

We will collect personal information when You deal with us, Our agents, other companies in Our group, certain underwriters at Lloyd's, or suppliers acting on Our behalf.

We use Your personal information so We can do business with You, which includes issuing and administering Our products and services and processing claims.

Sometimes We might send Your personal information overseas. The locations We send it to can vary but include Singapore, the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

By asking Us to assist with Your insurance needs, You consent to the collection and use of the information You have provided to Us for the purposes described above.

Our privacy policy describes in detail where and from whom We collect personal information, as well as where We store it and the full list of ways We could use it. To get a free copy of it please visit [hutchunderwriting.com.au/privacy](http://hutchunderwriting.com.au/privacy)

It's up to You to decide whether to give Us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.

Simply contact the Hutch's Privacy Officer on the details below if You would like to:

- Access the personal information Hutch holds about You;
- Update or correct the information Hutch holds about You;
- Discuss Your privacy concerns; or
- Be removed from the mailing list to receive information about Hutch products and services

The Privacy Officer

Hutch

L6, 7-15 Macquarie Place, Sydney, NSW, 2000

Telephone: 1300 256 056

Email: [help@hutchunderwriting.com.au](mailto:help@hutchunderwriting.com.au)

Our Privacy Policy can be found online at [hutchunderwriting.com.au/privacy](http://hutchunderwriting.com.au/privacy)

### Confirmation of Transactions

If You need to clarify any of the information contained in this PDS, wish to confirm a transaction or you have any other queries regarding your Policy, your first point of contact is your insurance broker. However, if you would also like to contact us directly, please use the contact details above.

### Changes of Terms and Conditions

From time to time and where permitted by law, We may change parts of the PDS. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. These documents will be provided to Your insurance broker, on Your behalf, and will not be provided to You directly. Any updates which are not materially adverse to You from the view of reasonable person deciding whether to buy this insurance, may be found on [hutchunderwriting.com.au/landlords-insurance](http://hutchunderwriting.com.au/landlords-insurance) You can obtain a paper copy of any updated information without charge by contacting us using the contact details above.

## SIGNIFICANT FEATURES AND BENEFITS

The following provides a summary of the main covers available only. You need to read the Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions, Excesses and limits that may apply to make sure it meets Your expectations. The cover in each Section is provided only if specified as applicable in the Schedule.

There are General Exclusions and Specific Exclusions that apply to the benefits described in each Section. Read them carefully to understand the coverage provided by this insurance. All claims made under the Policy are subject to the Limits that apply to each Section as shown in the Schedule.

Section	Cover Summary
<b>Section 1 – Building &amp; Contents</b>	<p>Reinstatement of Building or Contents or both (as selected) as a result of Accidental Damage, Deliberate or Intentional Damage, Malicious Damage or Theft to the Insured Property.</p> <p>Optional covers available for</p> <ul style="list-style-type: none"> <li>• Theft by Tenant</li> <li>• Rent Default by Tenant</li> <li>• Loss of Rent</li> <li>• Specific Contents</li> </ul> <p>Additional benefits for:</p> <ul style="list-style-type: none"> <li>• Professional Fees</li> <li>• Removal of Debris</li> <li>• Protection &amp; Minimisation of Imminent Damage</li> <li>• Removal of Fallen Trees</li> <li>• Extra Cost of Reinstatement of Your Home</li> <li>• Emergency Services &amp; Fire Extinguishment</li> <li>• Government Authority Fees</li> <li>• Detecting Leaks – Repair</li> <li>• Replacement of Keys and Locks</li> <li>• Mortgage Discharge Fees</li> <li>• Damage to Domestic Electric Motors</li> <li>• Environmental Improvements</li> <li>• Landscaping</li> <li>• Damage by Tenant's Pets</li> <li>• Prevention of Access</li> <li>• Chemical Decontamination Costs</li> <li>• Fumigation and Clean Up Costs</li> <li>• Landslide or Subsidence</li> <li>• Tax Audit Fees</li> <li>• Automatic Contents Cover</li> <li>• Contents in the Open Air</li> <li>• Additional Catastrophe Cover</li> </ul>
<b>Section 2 – Property Owner's Legal Liability</b>	<p>Awards, judgments and legal costs for compensation claims relating to Property Damage and Personal Injury that occurs in connection with Your ownership of the Insured Property.</p> <p>Additional benefits for:</p> <ul style="list-style-type: none"> <li>• Defence Costs</li> <li>• Legal Costs</li> <li>• Expenses</li> <li>• Interest after judgment</li> <li>• Court appearance stipend</li> </ul>
<b>Section 3 – Cyber</b>	<p>Loss of funds allocated to or set aside for the management of Insured Property due to Cyber Crime, including social engineering fraud, phishing, phreaking or other cyber fraud.</p> <p>Defence Costs incurred as a result of a Data Breach.</p>

# POLICY WORDING

## POLICY OPERATION

This agreement consists of the Schedule, the PDS and Policy Wording, and any endorsements. Cover is provided during the Policy Period subject to the terms of this agreement once We have received the Premium paid by You.

The Policy comprises:

- General definitions, which apply across the Policy, as well as specific definitions applying to each Section, which only apply to that Section.
- General conditions, which set out Your responsibilities under this Policy, and specific conditions applying to each Section which only apply to that Section.
- General exclusions and claims conditions, which apply to any claim made under this Policy, as well as specific exclusions, basis of cover and basis of settlement applying to each Section, which only apply to claims made under that Section.

## GENERAL DEFINITIONS

In this Policy there are words that have a special meaning. These words begin with a capital letter.

For those words that apply to only one Section of the Policy, their special meaning is described in that Section of the Policy.

Those words that have a special meaning that apply to all Sections of the Policy are set out and defined below:

### Accidental Damage means

Damage to Insured Property caused by an Event, which Damage is neither Deliberate or Intentional Damage nor Malicious Damage.

### Act of Terrorism means

any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, which from its nature or context is done for, or in connection with any political, religious, ideological or similar purpose or reason, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Agent means

a licensed real estate agent or property manager whom You have engaged to manage the Insured Property at the Insured Address.

### Aircraft means

any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space, including drones or any remote control model aircraft.

### Bond Money means

any money paid by or on behalf of the Tenant held as security against any damage to the Building or Contents, outstanding Rent, re-letting costs or any other expenses.

### Building means

any of the items listed below that are located at the Insured Address:

- Dwelling used entirely as a place of residence;
- Domestic outbuildings, including garages, carports and sheds;
- Walls, gates and fences;
- Ducted air conditioners, intercom systems, stoves, ovens, hotplates, and hot water systems;
- Built-in cupboards and bathroom fittings;
- Awnings and blinds that are external of the dwelling;
- Satellite dishes and antennas used for receiving radio and/or television signals;
- Fixtures and Improvements;
- Swimming pools; tennis courts, marinas, wharves, docks, jetties, pontoons or similar structures which are used for non-commercial purposes and at which fuel is neither stored nor distributed; or
- Services such as electricity and water located at the Insured Address, which are owned by You or for which You are responsible or liable to repair or replace or liable to pay to repair or replace.

Building does not include:

- Carpets or carpet underlay however fixed;
- Vinyl and cork or other flooring material which is not fixed with an adhesive;
- Temporary wall, ceiling or floor coverings;
- Internal window coverings including curtains and blinds;
- Contents as defined in this Policy;
- Common Property;
- Any building used for any business or trade, except a dwelling used principally as a place of residence that also contains an office;
- Any temporary building or structure;
- Water in tanks unless there is no drinkable water supply available at the Insured Address;
- Any:
  - Hotel, motel, nursing home or boarding house;
  - Caravan, whether fixed to the Insured Address or not;
  - Block of Units unless specifically endorsed on the Schedule;

- A building or structure in the course of construction, in the course of demolition or that is pending demolition;
- Light fittings which are not built or wired into the electrical wiring;
- Landscaping;
- Air conditioners that are not permanently mounted, clothes dryers, washing machines, microwave ovens and any other appliances or devices that are not wired into the electrical wiring or permanently mounted;
- Any item removable by a Tenant at the expiration of a Rental Period;
- Any Unit other than structural domestic Fixtures and Improvements that belong to You and for which the Body Corporate is not legally responsible to insure;
- Where this definition of Building is contrary to any Act or Regulation governing residential tenancies relevant to the Insured Address, then the requirements of that Act or Regulation will apply.

**Common Property** means

land or areas that are:

- owned by the body corporate (or otherwise in common with other property owners) in a multi-dwelling development of which the Building forms part; or
- at the Insured Address that both You (and Your Tenants or Paying Guests) and other people are entitled to use (e.g. shared driveways in a multi-dwelling development).

**Computer Equipment** means

computer hardware, operating system, computer network and other equipment containing or comprising any computer technology.

**Contents** means

the items listed below while they are at the Insured Address and which are owned by You or for which you are legally liable:

- Household goods, including carpets, curtains, internal blinds;
- Furniture and furnishings that are not built in;
- If You own a Unit, the internal paintwork, wallpaper and any Fixture or Structural improvement within or attached to the Unit which the Body Corporate is not required by law to insure.
- Bicycles, surfboards, surf skis and clothing up to \$2,000 in total;
- The following items provided they are insured as Specific Contents listed in the Schedule with a corresponding sublimit or Sum Insured;
  - Portable electrical appliance or electrical equipment including but not limited to music players or game devices

- Items thinly covered with gold or silver, but not jewellery;
- Swimming pools, saunas and spas not built in, and their accessories;
- Bicycles, surfboards, surf skis and clothing over \$2,000 in total.

Contents does not mean or include:

- Fish, birds or animals of any description;
- Landscaping;
- Any caravan or trailer;
- Bicycles, surfboards, surf skis and clothing over \$2,000 in total unless insured as Specific Contents listed in the Schedule with a corresponding sublimit or Sum Insured;
- Vehicles of any kind (including but not limited to motorcycles, mini-bikes or motorised go-karts);
- Watercraft (including jet-skis);
- Aircraft;
- Personal effects;
- Jewellery, furs, watches, or any gold or silver objects;
- Computer Equipment, software or consumables associated with a computer;
- Photographic or video equipment or associated consumables of any kind,
- musical instruments, stamps, Money, coins, medals or documents of any kind;
- Sporting or fitness equipment;
- Any property belonging to a Tenant, a Tenant's family or Tenant's guest;
- Any property owned by You but not intended for the use of Your Tenant (i.e. any property you keep or store at the Insured Address, but which is not made available for use by a Tenant);
- Any property:
  - Illegally in your possession;
  - Stored in a dangerous or illegal way; or
  - Any equipment connected with growing or creating any illegal substance;
- Any tools of trade or any commercial or retail trade stock;
- Unfixed building materials;
- Accessories or spare parts associated with any of the above listed items;
- Anything defined as Building or any part of Building.
- Anything not included in the definition of Contents above.
- Anything valued in excess of the Contents Item Limit unless insured as Specific Contents listed

in the Schedule with a corresponding sublimit or Sum Insured.

**Contents Item Limit** means

the maximum We will pay, which is \$20,000, for any particular Contents item, including but not limited to: works of art, pictures, tapestries, and rugs, unless it is a Specific Content item listed in the Schedule with a corresponding sublimit or Sum Insured.

**Cyber Event** means

a Cyber Crime or Data Breach as detailed in Section 3 – Cyber.

**Damage or Damaged** means

any direct physical loss, physical destruction, or physical damage to Insured Property from any sudden cause not otherwise excluded by this Policy.

**Deliberate or Intentional Damage** means

Damage resulting from an act done without Your permission and with the full knowledge that the action will alter the current state of the property, but done without any malice, vindictiveness or spite.

Deliberate or Intentional Damage does not include:

- Tenant neglect, carelessness, poor housekeeping or unhygienic living habits;
- Damage occurring as a result of maintenance, repairs or attempted repairs carried out by Your Tenant or anyone acting on their behalf;
- Damage caused by the failure of Your Tenant or their visitors to control their children;
- Damage caused by Pets or other animals belonging to Your Tenant or their visitors
- Theft or damage caused by theft;
- Accidental Damage;
- Malicious Damage; or
- any scratching, denting, chipping, rubbing or chaffing.

**Electronic Data** means

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

**Emergency Services** means

Police, fire brigade, ambulance or others acting under their control.

**Event** means

a happening or an incident not intended or expected to happen which occurs during a particular interval of time and causes or results in Damage or Theft, or a series of Damage or Thefts happening from that one Event, that is claimable under Section 1 of this Policy.

**Excess / Excesses** means

the amount that You are required to contribute towards each and every Event, Occurrence or Cyber Event that causes loss or damage insured by this Policy. The Excesses applicable for the different types of cover provided under each Section of the Policy are detailed in this PDS and specified in the Schedule.

**Family** means

any member of Your family who lives permanently with You, including Your partner.

**Fixtures and Improvements** means

any item which is permanently attached to or fixed to the Building so as to become legally part of it including any structural improvement made to an existing part of the Building.

**Floating Floorboards** means

laminated, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight and/or by skirting boards at perimeter walls

**Flood** means

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

- 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;
- a dam.

**Fusion** means

the process of fusing or melting together the windings of an electric motor as a result of Damage to the insulating material as a result of overheating caused by electric current.

**Insured Address** means

the address shown in the Schedule where the Insured Property is located.

**Insured or Named Insured** means

the Named Insured in the Schedule.

**Insured Property** means

the Building or Contents, or both Building and Contents, located at the Insured Address, which is/are insured under the Policy as set out in the Schedule.

**Insurer** means

Certain Underwriters at Lloyd's, led by Arch Managing Agency Limited, Syndicate 2012.

**Landscaping** means

trees, shrubs, plants, lawns or rockwork.

**Land Value** means

the value of the land at the Insured Address ascertained by reference to the sum certified by the Valuer General as the value of that land and after due allowance has been made for any circumstances that affects the certified value of that land had the damage to the Insured Property not occurred.

**Lease Agreement** means

the agreement between You or Your Agent and Your Tenant which is in writing and is subject to and compliant with residential tenancies legislation in Your State or Territory and sets out:

- the term of the Rental Period, whether fixed term or a periodic tenancy immediately following expiry of the Lease Agreement;
- the amount and frequency of Rent payable to You
- the amount of the Bond Money that Your Tenant is required to pay.

Lease Agreement includes any written agreement between You or Your Agent and Your Tenant to temporarily reduce, suspend or defer Rent payable to You for a defined period of time.

**Limit of Liability** means

the limit of Our total liability for any one loss or series of losses arising out of one Event, Occurrence or Cyber Event that is applicable to a Section of the Policy as specified in the Schedule.

**Long Term Basis** means

a Rental Property with a Rental Period:

- that is 3 months or greater in duration; and
- for which there is a Lease Agreement in place.

**Loss of Rent** means

Your losses on the Rental Property calculated as foregone Rent under the Lease Agreement effective immediately before the happening of Damage to the Building, plus any outgoings ordinarily paid by the Tenant.

**Malicious Damage** means

Damage resulting from a wrongful act by a person motivated by malice, vindictiveness or spite with the intention to damage Insured Property, but does not include:

- Tenant neglect, carelessness, poor housekeeping or unhygienic living habits;
- Damage occurring as a result of maintenance, repairs or attempted repairs carried out by Your Tenant or anyone acting on their behalf;

- Damage caused by the failure of Your Tenant to control their children;
- Damage caused by Pets or other animals belonging to Your Tenant;
- Theft or damage caused by Theft;
- Deliberate or Intentional Damage;
- Accidental Damage; or
- any scratching, denting, chipping, rubbing or chaffing.

**Money** means

current and valid coins, bank notes, cheques, other negotiable instruments, currency notes, postal orders, money orders and unused postage and revenue stamps.

**Occurrence** means

In respect of the cover provided under Section 2: Property Owner's Legal Liability, an event or series of continuous events which result in Personal Injury or Property Damage that is neither anticipated nor intended by You. All events of a series consequent on or attributable to one source or original cause are deemed to be a single Occurrence.

**Paying Guest** means

a person or persons who rent Your Rental Property on a Short Term Basis with either a written record in a booking register or a written rental agreement which is not required to comply with any residential tenancies legislation, and which sets out:

- the length of time the Rental Property will be let;
- the amount of Rent payable;
- the amount of any Paying Guest Security.

**Paying Guest Security** means

a security bond, booking fee or deposit paid by a Paying Guest held as security against any damage to the Building and/or Contents, outstanding Rent, re-letting costs or any other expenses.

Paying Guest Security may be paid to or held by You, Your Agent, a holiday rental platform or other third party.

**Pet** means

a domestic or tamed animal kept for companionship or pleasure, which is legal to own as such under Australian law, including any relevant local legislation.

**Pet Bond** means

any money paid by or on behalf of the Tenant held as security against any damage to the Building or Contents caused by the Tenant's Pet(s).

**Policy** means

the contract of insurance between You and Us which comprises this Policy Wording, the Proposal,



the Schedule and any endorsement or similar document issued by Us varying the Policy coverage.

**Policy Period** means

the period shown in the Schedule during which the insurance cover provided by this Policy is in place.

**Policy Territory** means

Australia.

**Pollutants** means

any solid liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**Proposal** means

the written application completed by You or another person on Your behalf (together with all accompanying information) relied upon by Us to enter into this Policy.

**Rent** means

the amount of money payable to You, directly or via Your Agent, by the Tenant or the Paying Guest to rent Your Rental Property at the time of any Event resulting in a claim made on this Policy or as disclosed in the Schedule, whichever is the lesser.

**Rent Default** means

Your Tenant fails to pay Rent in accordance with the terms of the Lease Agreement.

**Rental Period** means

the period of time which a Tenant or Paying Guest will occupy Your Rental Property as set out in the Lease Agreement (Long Term Basis) or other written record or agreement (Short Term Basis).

**Rental Property** means

the residential dwelling that you rent out to Tenants or Paying Guests located at the Insured Address.

**Schedule** means

the schedule issued with this Policy wording.

**Sea** means

any ocean, sea, bays, harbour or tidal water.

**Section** means

the sections of different cover available under this Policy as described in this document.

**Short Term Basis** means

a Rental Property with a Rental Period that is less than 3 months in duration.

If, after commencement of a tenancy on a Short Term Basis, You and Your Paying Guest agree to extend the Rental Period beyond 3 months, then You must contact us and we will determine whether cover under this Policy can be provided on a Long Term Basis.

**Special Excess** means

any additional Excess specified in this Policy or in Your Schedule which will be payable in addition to the standard Excess with respect to each and every Event, Occurrence or Cyber Event insured by this Policy.

**Specific Contents** means

any Contents which You have told us about and chosen to insure specifically under Specific Contents and which are listed in the Schedule with a corresponding Sum Insured or sublimit.

**Sum Insured** means

the amount for which We have agreed to provide the insurance under this Policy as described in the Schedule.

**Subsidence** means

earth movement, landslip, erosion, coastal erosion, settlement of newly made up ground, or settlement caused by the bedding down of new structures.

**Storm** means

thunderstorm; rainwater, snow or hail; a cyclone, tornado or other violent wind; or run-off storm water as a result of a localised storm in your area

**Storm Surge** means

an increase in the sea level resulting from winds or low atmospheric pressure caused by a Storm.

**Tenant** means

the person or persons named in the current Lease Agreement renting the Rental Property listed in the Schedule on a Long Term Basis.

**Theft** means

the stealing or wrongful taking of Insured Property by unknown persons, not including Your Tenant.

**Uninhabitable** means

the Insured Property is:

- not safe to live in;
- not fit to live in as a result of:
  - not being connected to one or more of: electricity, gas or water, if the Building is normally connected to that service; or
  - does not have functional bathroom or kitchen facilities.

**Unit** means

A lot or unit that is part of a strata or company title development in terms of any applicable Act or Regulation governing strata or company title property.

**Unoccupied** means

if during a consecutive period, the following did not happen:

- You, Your Family or someone with Your consent slept and ate at the Rental Property for at least 2 consecutive nights;

- on those 2 nights, the Building was furnished in a comfortably habitable manner, including:
- was connected to electricity and hot and cold running water;
- contained at least one usable bed and mattress;
- contained a functioning refrigerator and cooking appliance;
- contained at least one table or bench and a chair.

**Untenantable** means

the Building could not reasonably be re-let due to its condition after Damage caused by an Event and would not be in a position to be re-let until the Damage has been repaired.

Untenantable does not include any maintenance or renovation activity at the Insured Address.

**Valuer General** means

the state official, or independent statutory officer, who values property in the State or territory in which the Building is located.

**Vehicle** means

any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power.

**Water Damage** means

Damage caused by water leaking, bursting or overflowing from appliances, fixtures or plumbing.

**Watercraft** means

any vessel, craft or thing made or intended to float on or in or travel on, through or under water.

**We, Our, Us** means

the Insurer.

**You, Your and Yours** means

the person(s) listed on the Schedule as the Insured.

**Interpretation**

In this Policy, unless the context otherwise requires:

1. The singular includes the plural and the plural includes the singular.
2. If a word or expression is given a definite meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning.
3. References to an amount of money are references to that amount in Australian dollars.
4. Headings are included for reference purposes only and do not form part of the Policy for interpretation.
5. References to:
  - a. statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, ordinances and statutory instruments made under those statutes,
  - b. sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes.



# SECTION 1: BUILDING & CONTENTS

## COVER

Your Policy Schedule will show whether You have selected cover for Your Building, Contents or both Building and Contents.

If You select cover:

1. only for Your Building, then the cover provided under Section 1: Building & Contents of this Policy will not apply to any Contents;
2. only for Your Contents, then the cover provided under Section 1: Building & Contents of this Policy will not apply to Your Building or any part of it;
3. for both Your Building and Your Contents, then the cover provided under Section 1: Building & Contents of this Policy will apply to both Your Building and Your Contents.
4. The cover provided will be up to the Sum Insured, the Contents Item Limit, the limits and the sub-limits set out in the Schedule and this wording. It is Your responsibility to nominate the Sums Insured for Your Building and Contents, and to consider whether the amounts nominated are sufficient to cover their replacement value.

Subject to all terms and conditions of this Policy, we will cover You against:

1. Accidental Damage;
2. Malicious Damage;
3. Deliberate or Intentional Damage;
4. Theft,

to Your Building or Contents occurring at the Insured Address during the Policy Period, up to the Sum Insured shown in the Schedule for Section 1, subject to the Contents Item Limit for any particular item of Contents and in accordance with the Basis of Settlement applicable to Section 1.

## OPTIONAL COVER

The following covers only take effect if shown as "Selected" in the Schedule, or where a Sum Insured is shown for that item in the Schedule.

### Optional Cover 1 – Theft by Tenant

If this cover is selected, when Your Tenant commits Theft of your Building or Contents (as selected and shown on the Schedule), we will pay up to the Sum Insured shown on the Schedule for that item or category.

For the purposes of this optional Theft by Tenant cover, Tenant includes Your Tenant's children and Your Tenant's visitors (and their children).

### Additional Benefit – Theft by Tenant

When we pay a claim under this optional Theft by Tenant cover, we also will pay up to \$5,000 per claim in legal expenses You incur to recover or attempt to recover amounts for the items stolen by Your Tenant or their

visitor, subject to Our agreement to pay the legal expenses prior to them being incurred.

### Optional Cover 2 – Rent Default by Tenant

If this cover is selected, You will be covered for Rent Default on the following bases and terms set out in respect of each category.:

#### 1. Rent Default

Your actual Rent lost by reason of Rent Default caused by Your Tenant:

1. absconding from Your Rental Property before the end of the tenancy period stated in the Lease Agreement and not giving You or Your agent notice; or
2. ceasing to pay Rent owed to You (or Your Agent) under a Lease Agreement or leaving unpaid Rent at the end of a Rental Period; or
3. being legally evicted from Your Rental Property.

for the period from the date to which Rent has been paid up to until either; the date the Rental Property is re-let; or the date the Lease Agreement expires (whichever comes first), up to a maximum duration of 20 weeks, unless the Tenant leaves as a result of a Notice to Leave issued by You, in which case the maximum duration is 2 weeks.

#### 2. Death of Tenant

Your actual Rent lost because Your Rental Property could not be lived in as a result of:

1. Death of the Tenant; or
2. Suicide, murder or attempted murder,

for the period from the date to which rent has been paid up to; until the date the Rental Property is re-let, up to a maximum duration of 6 weeks.

#### 3. Failure to Vacate

Your actual Rent lost if Your Tenant refuses to pay Rent and also refuses to vacate Your Rental Property after an order for eviction or possession has been served on them by a legal authority such as a bailiff, court or tribunal, for the period from the date to which rent has been paid up to; Until the date the Rental Property is re-let, up to a maximum duration of 28 weeks.

#### 4. Hardship

Your actual Rent lost because a court or tribunal has released Your Tenant from their obligation to pay Rent due to a hardship or family/domestic violence, for the period from the date to which rent has been paid up to; until the date the Rental Property is re-let, up to a maximum duration of 6 weeks.

### Claim Limit – Rent Default by Tenant

The maximum We will pay per claim in total for any claim of Rent Default by Tenant is \$20,000, even if it falls under more than one of the above categories.

### Claim Reductions – Rent Default by Tenant

The amount We determine is payable per claim in total for Rent Default by Tenant will be reduced by:

1. any amount of the Bond Money that You can legally use to reduce or pay for Rent arrears;
2. any amount the Tenant has paid to You under the Lease Agreement in respect of a fee to break the agreement.

#### **Additional Benefits – Rent Default by Tenant**

When We pay a claim under this optional Rent Default by Tenant cover, We also additionally will pay:

1. Legal Expenses - up to \$5,000 per claim in Legal Expenses You incur to:
  - a. legally evict Your Tenant; or
  - b. recover or attempt to recover amounts owed to You by Your Tenant;
  - c. to otherwise mitigate a loss under this optional Rent Default cover,

subject to You obtaining Our agreement to pay the legal expenses prior to them being incurred.

2. Re-letting Expenses – up to \$500 per Policy Period for re-letting expenses in excess of the Bond Money, but only if:
  - a. the Bond Money was equivalent to at least 4 weeks Rent; and
  - b. the Bond Money has been exhausted fully.
3. Removal of Tenant's property – up to \$500 per Policy Period for removal and storage of Your Tenant's property if the Tenant vacates the Rental Property as a result of hardship or family/domestic violence under category 4 of this optional Rent Default cover.
  - a. this is available only if the Bond Money is not legally available to You to claim against due to legislation or a court or tribunal order.

#### **Exclusions – Rent Default by Tenant**

This optional Rent Default by Tenant cover does not apply to any of the following circumstances:

1. the Rental Property is let out on a Short Term Basis;
2. the Rental Property is let out when there is no Lease Agreement in place;
3. You have not obtained Bond Money in an amount equivalent to at least 4 weeks' Rent;
4. if the Rent is in arrears on or before the commencement of the Policy Period or when you select this optional Rent Default by Tenant cover, unless the Tenant pays Rent in arrears and then pays Rent for a period of 4 consecutive weeks;
5. a new Tenant has not yet paid the Rent for a period of 4 consecutive weeks from the date of commencement of the Lease Agreement;
6. if You have failed to take all reasonable steps legally available to You under any residential tenancy legislation or other avenue to mitigate any loss, including but not limited to:
  - a. evicting the Tenant;
  - b. actively seek to re-let the Rental Property when it is tenanted, but untenanted due to a Rent Default event;

- c. repair any damage at the Rental Property that may make it Uninhabitable or Untenantable as soon as reasonably practicable; or
7. if You have failed to rectify a notice to remedy a breach of the Lease Agreement issued by the Tenant to Your or Your Agent under residential tenancy legislation.

#### **Optional Cover 3 – Loss of Rent**

If this cover is selected, We will pay Loss of Rent incurred as a result of Damage to Insured Property occurring during the Policy Period caused by an Event not excluded under Section 1 that renders the Rental Property Uninhabitable or Untenantable.

We will only pay Loss of Rent under this Optional Cover during the period that the Rental Property is either Uninhabitable or Untenantable.

The maximum We will pay under this cover is twice the Loss of Rent Sum Insured shown in the Schedule.

#### **Exclusions – Loss of Rent**

We will not pay Loss of Rent for:

1. any loss or Loss of Rent due to cancellation of a Lease Agreement or other booking/tenancy agreement including if a Tenant or Paying Guest leaves without notice;
2. any loss or Loss of Rent if the Rental Property has been untenanted or Unoccupied for 90 consecutive days immediately before the loss occurred;
3. any loss or Loss of Rent once the Rental Property is no longer Uninhabitable or Untenantable, except for up to an additional 2 weeks to re-let the Rental Property from that time;
4. any loss or Loss of Rent incurred more than 24 months after the Damage occurred.

#### **Optional Cover 4 - Specific Contents**

If You have declared and We have approved Your items of Specific Contents (as reflected on the Schedule), then We will pay for Damage to Specific Contents up to the amount specified in the Schedule for that item.

Under this Optional Cover 4 – Specific Contents:

1. The Contents Item Limit will not apply to items that You have declared and We have approved as a Specific Contents item which is shown on the Schedule with the corresponding Sum Insured or sublimit;
2. All other terms and conditions of Contents Cover under Section 1 of the Policy remain applicable and in force.

### **SECTION 1 ADDITIONAL BENEFITS**

We will pay the following benefits in addition to the Sum Insured applicable to Section 1 up to the maximum shown in the Policy, or as otherwise detailed in the Schedule.

Unless otherwise stated, the following Additional Benefits are in addition to the Sum Insured where the costs or losses covered by the Benefit:

1. were incurred a result of Damage to Your Building or Contents occurring during the Policy Period by a

cause that is not excluded or otherwise limited under Section 1; and

2. Your claim is accepted by Us.

### 1 - Professional Fees

If this Policy insures Your Building, then We will pay the fees of architects, surveyors, consulting engineers, lawyers and other professionals, including all incidental costs and fees for:

1. estimates;;
2. plans and specifications;
3. applications for building or construction consents;
4. quantities;
5. tenders; and
6. supervision,

necessarily and reasonably incurred by You, with Our prior written consent, which will not be unreasonably withheld, in the process of repairing, replacing or rebuilding any Damage to Your Building.

The most We will pay under this Additional Benefit 1 – Professional Fees is 15% of the Building Sum Insured.

### 2 - Removal of Debris

We will pay costs necessarily and reasonably incurred by You in the:

1. removal, storage and disposal of debris, being the remains of any Accidental Damage to Insured Property;
2. demolition, dismantling, shoring up, propping, underpinning or other temporary repairs to any Damage to Your Building;
3. demolition and removal of any of Your Building that can no longer be used for its intended purpose, as long as such demolition and removal is necessary to repair, replace or rebuild any Damaged Insured Property provided that Your liability to pay such costs does not arise directly or indirectly as a consequence of:
  - a. the discharge, dispersal, release or escape of Pollutants; or
  - b. any contract, except where the liability would have existed in the absence of such contract.
4. demolition and disposal of any undamaged portion of Your Building including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority.

The most We will pay under this Additional Benefit 2 – Removal of Debris is 20% of the Building or Contents Sum Insured (whichever is otherwise applicable to the claim).

### 3 – Protection & Minimisation of Imminent Damage

We will pay costs necessarily and reasonably incurred by You in order to:

1. ensure the safety of Insured Property pending its repair, replacement or rebuilding; or
2. minimise imminent Damage to Insured Property occurring during the Policy Period.

We will not pay more than \$5,000 during any one Policy Period unless you first obtain Our written consent, which will not be unreasonably withheld, prior to You incurring costs in excess of this amount.

### 4 - Removal of Fallen Trees

In addition to Sum Insured We will pay costs necessarily and reasonably incurred by You in removing and disposing of fallen trees and branches (excluding stumps and roots) that have caused Damage to the Insured Property during the Policy Period.

The maximum amount that We will pay under this extension is \$5,000 for any one loss or series of losses arising out of one Event during the Policy Period.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

### 5 - Extra Cost of Reinstatement of Your Building

If the Policy insures Your Building and Your Building is destroyed or Damaged, Section 1 extends to cover the additional costs necessarily and reasonably incurred by You in complying with the requirements of any lawful authority that are imposed after the Damage (including demolition or dismantling) subject to the terms, conditions and Sum Insured applicable to Section 1 and provided that:

1. the work of reinstatement, including a rebuild or repair must be commenced and completed within a reasonable period, and without unreasonable delays caused by You, failing which We will not be liable to make any payment in respect of the extra cost of reinstatement as a consequence of having to comply with new building rules or regulations;
2. the work of reinstatement may be carried out wholly or partially at another site, if the requirements of any lawful authority makes that necessary, subject to Our liability not being increased;
3. We will not pay for any extra costs of reinstatement that would have been incurred when complying with any Act, Regulation, By-Law or Statutory Requirement that applied to the Building prior to the Damage;
4. where the Building is not destroyed, We will only pay for the extra costs incurred in reinstating the Damaged portion of the Building;
5. We will not pay for the cost of reinstating illegal installations in any part of the Building.

This Additional Benefit is included within the Section 1 Sum Insured.

### 6 – Emergency Services & Fire Extinguishment

If the Policy insures Your Building, then

1. We will pay for Damage to the Insured Property caused by the Emergency Services gaining access; and
2. We will pay costs necessarily and reasonably incurred by You in order to extinguish any fire that threatens Insured Property, including the cost of replenishing firefighting equipment and charges for shutting off the supply of water or any other substance following accidental discharge or escape of such substances from firefighting equipment.

The maximum we will pay under this Additional Benefit 6 – Emergency Services & Fire Extinguishment during any one Policy Period is \$2,000.

## 7 – Government Authority Fees

If the Policy insures Your Building, then We will pay fees, contributions or imposts payable by You to any government or local authority to obtain a building or construction consent to repair, replace or rebuild any Damage to the Building, provided that We will not be liable for any fines or penalties imposed by any such authority

This Additional Benefit is included within the Section 1 Sum Insured.

## 8 – Detecting Leaks

We will pay costs necessarily and reasonably incurred by You in:

1. locating the source of leaking, bursting, discharging, or overflowing of tanks, apparatus or pipes used to carry liquid of any kind (including Damage to other property necessary to effect the repair or replacement); and
2. repairing or replacing the defective part or parts of such tanks, apparatus or pipes up to a limit of \$1,000 per Event for such defective part or parts,
3. rectifying contamination damage or pollution damage to land at Your Insured Address caused by the escape of liquid, to a limit of \$1,000 per Event .

provided that the leaking, bursting, discharging or overflow occurs during the Policy Period and is caused by an Event not excluded under Section 1.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a Building defect, Building movement, faulty workmanship, rust, oxidation, corrosion, wear and tear, gradual corrosion, gradual deterioration, earth movement or by trees, plants or their roots.

## 9 – Replacement of Keys and Locks

Where a key to an external door or window of Your Building is stolen or where You have reasonable grounds to believe keys have been duplicated as a consequence of forcible entry into the Building during the Policy Period, We will pay, at our own option, the reasonable costs of either:

1. re-keying or re-coding those locks together with replacement keys; or
2. replacing those locks with locks of a similar type or quality.

We will not make any payment under this extension where keys or codes have been retained, stolen or duplicated by any Tenant or previous Tenant of the Rental Property, or by their family or friends.

The maximum we will pay under this Additional Benefit 9 – Replacement of Keys and Locks during any one Policy Period is \$5,000.

## 10 – Mortgage Discharge Fees

If the Policy insures Your Building, We will pay legal fees necessarily and reasonably incurred by You to discharge any registered mortgage over Your Building in the event that Your Building is totally destroyed, or in such a condition to make it uneconomic to repair, replace or rebuild and We have paid the amount due under Section 1.

The maximum that We will pay in respect of this Additional Benefit during any one Policy period is \$10,000.

## 11 - Damage to Domestic Electric Motors

If the Policy insures Your Contents, then We will pay costs necessarily and reasonably incurred by You in repairing or replacing an electric motor within an electrical machine used for domestic purposes comprising part of Contents Damaged by Fusion during the Policy Period.

If the Policy insures Your Building, then We will pay costs necessarily and reasonably incurred by You in repairing or replacing an electric motor within an electrical machine used for domestic purposes comprising part of the Building Damaged by Fusion during the Policy Period. If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in replacing with an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for

1. motors covered by any form of warranty;
2. motors with an output greater than five (5) kilowatts;
3. motors more than fifteen (15) years old;
4. other parts of any electrical machine or software;
5. non-electrical components such as bearings, seals and solenoids;
6. lighting filaments or heating elements;
7. fuses or protective devices;
8. electrical contacts or switches at which sparking, or arcing occurs by ordinary working;
9. costs of flushing or recharging with refrigerant; or
10. any additional costs arising from loss of use of the machine.

The maximum We will pay in any one Policy Period under this extension is \$5,000.

## 12 – Environmental improvements

If the Policy insures Your Building and Your Building is:

1. Damaged by an Event claimable under Section 1; and
2. the cost to rebuild, replace or repair the Damaged portion is more than twenty five percent (25%) of the Building Sum Insured;

We will pay up to \$5,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

If the Policy insures Your Contents and:

1. Your refrigerator, washing machine, clothes dryer or dishwasher (**Appliance**) are Damaged by an Event claimable under Section 1; and
2. We have agreed to replace the Damaged Appliance; and

3. the Damaged Appliance had an energy rating of less than 3-stars,

then, any replacement Appliance We provide will have at least a 3-star energy rating, regardless of the rating of the original item.

### 13 – Landscaping

If the Policy insures Your Building, then we will pay costs necessarily and reasonably incurred by You in replacing Damaged Landscaping occurring during the Policy Period caused directly by an Event not excluded under Section 1 or noted below.

This Additional Benefit does not include Damage caused by Flood, Storm or Storm Surge or other Damage connected to the weather.

The maximum We will pay in any one Policy Period under this Additional Benefit is \$1000 for any one item of Landscaping or up to \$3,000 in total during any one Policy Period.

### 14 – Damage caused by Tenant's Pet

We will pay for Damage caused by a Tenant's Pet, provided that:

1. You or Your Agent inspect the Rental Property at least every six months;
2. there is a current Lease Agreement in place.
3. Your Tenant's Pet is listed and approved on the Lease Agreement;
4. You have obtained Bond Money in an amount equivalent to 4 weeks' Rent.
5. You have exhausted any amount of the Bond Money and any Pet Bond that You can legally use to repair or reinstate Damage caused by Your Tenant's Pets.
6. We will deduct from any claim any Pet Bond You actually collected from the Tenant or, if You did not collect a Pet Bond, then we will deduct the maximum amount You could legally have collected as a Pet Bond.

This cover does not apply to:

1. Rental Property let out on a Short Term Basis;
2. Paying Guests' pets.

The maximum we will pay under this Additional Benefit 14 – Damage by Tenants' Pets is up to \$10,000 during any one Policy Period.

### 15 – Prevention of Access

We will pay Loss of Rent incurred as a result of the Rental Property being Uninhabitable by reason of an order of a government authority made in respect of the Insured Address during the Policy Period directly and solely due to:

1. the discovery of vermin or pests at Your Insured Address;
2. an accident at Your Insured Address causing a defect in the drains or other sanitary arrangements at Your Insured Address; or
3. murder or suicide occurring at Your Insured Address,

We will only pay Loss of Rent under this Additional Benefit for the period commencing with the government order

becoming effective, until such time as the order is revoked, or until 30 days have elapsed, whichever is the sooner.

The maximum We will pay under this Additional Benefit 15 – Prevention of Access is

1. \$25,000; or
  2. 20% of the Sum Insured for Your Building; or
  3. 20% of the Sum Insured for Your Contents,
- whichever is the lesser.

We will not pay Loss of Rent under this Additional Benefit 15 – Prevention of Access for:

1. any loss or Loss of Rent due to cancellation of a Lease Agreement or other booking/tenancy agreement including if a Tenant or Paying Guest leaves without notice;
2. any loss or Loss of Rent if the Rental Property has been untenanted or Unoccupied for 90 consecutive days immediately before the loss occurred;
3. any loss or Loss of Rent once the Rental Property is no longer Uninhabitable or Untenantable, except for up to an additional 2 weeks to re-let the Rental Property from that time;
4. any loss or Loss of Rent incurred more than 24 months after the Damage occurred.

### 16 – Chemical Decontamination Costs

We will pay the necessary and reasonable costs of decontaminating Your Rental Property if it is Uninhabitable due to chemical contamination as a result of any illegal or controlled drug manufacturing, distribution or storage by Your Tenant during the Policy Period.

This Additional Benefit 16 – Chemical Decontamination Costs is only applicable if:

1. the Rental Property is let out on a Long Term Basis;
2. You have a current Lease Agreement in place;
3. You or Your agent inspect the Rental Property at least every six months;
4. You report any manufacturing, distribution or storage of drugs to the police as soon as soon as reasonably practicable on becoming aware of it (unless the police discover it first); and
5. an assessment, in accordance with the relevant State, Territory or national government authority guidelines, confirms that chemical decontamination is required by those guidelines;
6. You have obtained Bond Money in an amount equivalent to 4 weeks' Rent.
7. You have exhausted any amount of the Bond Money that You can legally use to clean up any chemical contamination.

We will only pay for chemical decontamination to the level required by the applicable State, Territory or national government authority guidelines. If You are required to pay for the assessment that confirms chemical decontamination is required, We will also pay the assessment costs.



The maximum We will pay under this Additional Benefit 16 – Chemical Decontamination Costs is up to \$70,000 in total in any one Policy Period.

This Additional Benefit 16 – Chemical Decontamination Costs cover does not apply if We have previously paid a claim for Chemical Decontamination Costs in relation to the same Tenant or the same Lease

#### **17 – Fumigation and Clean Up Costs**

We will pay the necessary and reasonable costs of cleaning up and fumigating Your Building following the death of a person at Your Rental Property.

The maximum We will pay under this Additional Benefit 17 – Fumigation and Clean Up Costs is up to \$10,000 in total in any one Policy Period.

#### **18 – Landslide or Subsidence**

We will pay for Damage caused by Landslide or Subsidence, but only if:

1. It is the direct result of one of the below-listed Events:
  - a. Storm;
  - b. Flood;
  - c. explosion;
  - d. earthquake or tsunami; or
  - e. gas, water and/or other liquid discharged from a fixed pipe or something attached to a fixed pipe, fixed gutter, fixed tank apparatus or drain; and
2. The Damage occurs no more than 72 hours after the Event.

This Additional Benefit is included within the Section 1 Sum Insured.

#### **19 – Tax Audit Fees**

We will pay for the reasonable costs You incur as a result of an investigation or audit related to the Rental Property shown on Your Schedule, conducted by the Australian Taxation Office first notified to You during the Policy Period. We will only pay if You told us about the audit prior to the fees being incurred.

We will not pay for:

1. any audit fees that relate to a criminal prosecution;
2. fees where the final assessment of your taxable income for the period being audited is 20%, or more, higher than Your original declaration;
3. fines, penalties or adjustments to tax;
4. fees incurred in relation to any enquiries from the Australian Taxation Office that are not related to an identified intention to conduct an audit;
5. penalties associated with non-adherence of Taxation Office allowed timeframes.

The maximum We will pay under this Additional Benefit 19 – Tax Audit Fees is up to \$5,000 in total in any one Policy Period.

#### **20 – Automatic Contents Cover**

If the Policy insures Your Building but You have not taken Contents cover, and there is Damage to Your Contents, then subject to the terms, conditions, limits and exclusions of this policy We will provide up to \$10,000 of Contents cover which will be included within Your Building Sum Insured.

The Excess payable for any claim under this Additional Benefit 20 - Automatic Contents Cover is the Buildings Excess shown on Your Schedule.

#### **21 – Contents in the Open Air**

If the Policy insures Your Contents we will cover Your Contents whilst they are in the open air at the Insured Address.

The maximum We will pay under this Additional Benefit is \$10,000 in total in any one Policy Period.

Where the loss or Damage is as a result of Theft then the maximum we will pay under this Additional Benefit is \$5,000 in total in any one Policy Period.

#### **22 – Additional Catastrophe Cover**

If the Policy insures Your Building We will pay up to 15% more than Your Building Sum Insured, for any unforeseen increase in rebuilding costs where a claim has been accepted by Us where your Building is Damaged as a result of an Event that the government declares a catastrophe or emergency.

No amount will be paid under this Additional Benefit until such time as the Building Sum Insured has been exhausted.

### **BASIS OF SETTLEMENT**

#### **Claims for Damage to a Building**

1. In respect of a claim for Damage to Your Building, We will after consultation with You, either:
  - a. repair, replace or rebuild the Damaged portion of the Building to a condition which is substantially the same as when new, but not better or more extensive than when new; or
  - b. pay the reasonable cost of repairing, replacing or rebuilding the Damaged portion of the Building to a condition which is substantially the same as when new, but not better or more extensive than when new; or
  - c. pay up to the Building Sum Insured applicable to Section 1.
2. Where Your Building is destroyed, or in such a condition to make it uneconomical to repair, replace or rebuild the Building, We may allow You to purchase an alternative existing building to replace that destroyed Building. In such an event, We shall not be liable to make payment to You for an amount more than:
  - a. the reasonable cost of repairing, replacing or rebuilding the Building to a condition which is substantially the same as when new, but not better or more extensive than when new; or
  - b. the Building Sum Insured applicable to Section 1.

## Floor Space Ratio

Where Your Building is destroyed or Damaged and the relevant statutory authority permits reinstatement only to a reduced floor space ratio index, We will pay You the difference between:

1. the actual cost of reinstatement to comply with the reduced floor space ratio index; and
2. the approximate cost of reinstatement at the time of destruction or the Damage had the reduced floor space ratio index not applied.

We will only pay for the floor space ratio benefit described above when the Building Sum Insured applicable to Section 1 is not otherwise exhausted.

## Loss of Land Value

Subject to the Building Sum Insured applicable to Section 1 not being otherwise exhausted, We will pay You for the costs associated with loss of Land Value that are caused by a statutory authority:

1. refusing permission to reinstate the Building at the Insured Address. In this instance, We will pay the difference between the Land Value before and after the Damage; or
2. allowing only a partial reinstatement of the Building at the Insured Address. In this instance, We will pay the difference between the Land Value before the Damage and the Land Value after such reinstatement, provided that Our payment for loss of Land Value:
  - a. will be reduced by any amount already paid to You as compensation by such statutory authority; and
  - b. will be made to You after the ruling of the statutory authority, which results in the loss of Land Value. If the statutory authority changes its ruling or if such ruling is overturned by a court or tribunal resulting in a material and unforeseeable change in Land Value after We have made payment to You, We may request that you refund a reasonable and proportion amount from that amount paid to You which exceeds the revised loss of Land Value.

All differences relating to Land Value arising out of Section 1 may, by agreement, be referred to the National President of the Australian Property Institute who will appoint a registered and qualified valuer whose decision will, if all parties so agree, be final and binding and who will at the same time decide as to payment of any costs of such referral.

## Undamaged Foundations

Subject to the Building Sum Insured applicable to Section 1 not being otherwise exhausted, if a Building is destroyed and reinstatement of the Building must be carried out at another site as a requirement by any lawful authority, then any undamaged foundations will be deemed destroyed and We will pay for the value of any undamaged foundation.

If the presence of the abandoned foundations at the Insured Address increases the Land Value of that site, then We may deduct from the settlement of a destroyed Building claim a reasonable and proportionate amount equal to the difference between:

1. the unimproved value of the land at the Insured Address; and

2. the value of that land with the foundations.

All differences relating to the value of that amount may, by agreement, be referred to the National President of the Australian Property Institute who will appoint a registered and qualified valuer whose decision will, if all parties so agree, be final and binding and who will at the same time decide as to payment of any costs of such referral.

## Claims For Contents

1. In respect of a claim for Contents, We will at Our option:
  - a. repair or replace the item of Contents to a condition which is substantially the same as when new, but not better or more extensive than when new; or
  - b. pay the reasonable cost of repairing or replacing the item of Contents to a condition, which is substantially the same as when new, but not better or more extensive than when new.
2. The maximum amount that We will pay to You in respect of any one loss or series of losses arising out of one Event relating to:
  - a. Contents – is the Contents Sum Insured;
  - b. a particular Contents item, other than Specific Contents - is the Content Item Limit;
  - c. Specific Contents – is as shown on the Schedule with the corresponding Sum Insured or sublimit.

For example, if You have carpet that is damaged and needs replacing, and the cost of replacing the damaged carpet is \$25,000 (i.e. above the Contents Item Limit of \$20,000), the maximum we will pay for the replacement of the carpet is \$20,000. However, if We have approved Your request for the carpet to be covered as Specific Contents up to a sublimit of \$30,000 (as shown on the Schedule) We will pay the full replacement cost of \$25,000 for the damaged carpet.

3. When Damage occurs to an item of Contents which:
  - a. Is part of a set, We will only pay for the reasonable cost of:
    - i. repairing or replacing the item itself as a proportion of the reasonable cost of repairing; or
    - ii. replacing the whole set, notwithstanding that the set is less valuable by reason of it being incomplete;
  - b. is a wall, floor or ceiling covering (including carpets, blinds and curtains), We will only pay for the cost of repairing or replacing such item in the room, hall or passage in which the Damage occurred.

## EXCESS

The amount that We pay in relation to Your claim will be reduced by the amount of any applicable Excess(es) as shown in the Schedule or detailed in this PDS.

Otherwise, You must pay Us the amount of any applicable Excess(es), as shown in the Schedule or detailed in the PDS, in relation to Your claim.

Following is an explanation of how We will apply the Excess(es) relevant to Your claim.

## Excesses for Building Cover and Contents Cover

A separate Excess applies for Building cover and Contents cover for each loss or series of losses arising from one Event when a claim is accepted by Us for Damage or Theft under Section 1.

If You have both Building and Contents cover, You will only be required to pay one Excess per Event, either the Building Excess or Contents Excess, whichever is greater.

Your Building Excess and Contents Excess are shown on Your Policy Schedule.

If, as part of a claim for Damage to Your Building, We agree to pay for Damage caused by Landslide or Subsidence (as per Additional Benefit 18 – Landslide or Subsidence), an additional Special Excess of \$500 applies

## Excesses for Optional Covers

A separate Excess applies for each of the following optional covers, where You have elected the relevant optional cover, for each loss or series of losses arising from one Event when a claim is accepted by Us:

1. Optional Cover 1 – Theft by Tenant;
2. Optional Cover 2 – Rent Default by Tenant; and
3. Optional Cover 3 – Loss of Rent.

The Excess amount payable in respect of each of these Optional covers is the highest Excess for Section 1 shown on Your Policy Schedule.

### Excess: Optional Cover 1 – Theft by Tenant

Where a claim is accepted by Us under Optional Cover 1 – Theft by Tenant, and the claim relates to separate identifiable Events of Theft, then an Excess applies and is payable for each Event of Theft, up to a maximum of 2 Events per claim

The Excess payable for any claim under this optional Theft by Tenant is:

The maximum of:

1. the Building Excess shown on the Schedule (if Building cover has been selected); or
2. the Contents Excess shown on the Schedule (if Contents cover has been selected).

### Excess: Optional Cover 2 – Rent Default by Tenant

Where a claim is accepted by Us under Optional Cover 2 – Rent Default by Tenant is the amount shown on Your Policy Schedule.

The Excess payable for any claim under this optional Rent Default by Tenant is:

The maximum of:

3. the Building Excess shown on the Schedule (if Building cover has been selected); or
4. the Contents Excess shown on the Schedule (if Contents cover has been selected).

If a tribunal orders the refund of Bond Money to the Tenant on the grounds of hardship or family/domestic violence, then an Excess equal to 4 weeks rent will apply to your claim.

## SPECIFIC CONDITIONS APPLICABLE TO SECTION 1

In addition to the General Conditions applying to all Sections, the following conditions apply to Section 1:

### Unoccupied Building or Rental Property

1. The Excess for Insured Property where the Building or Rental Property is Unoccupied for a period of more than 90 days shall be the higher of the Excess shown in the schedule or \$1,000 for any one Event, or \$2,500 for any one Event where the Insured Property is Unoccupied for more than 180 days.
2. If You do not inform us of the Building or Rental Property being Unoccupied for a period of more than 90 days or we have not agreed to the unoccupancy period in writing, your cover will be limited to earthquake, named cyclone, tsunami and volcanic eruption, impact damage, riot and electric motor burnout, for Section 1: Building & Contents. Resultant damage from water ingress following one of these named events will not be covered unless reasonable precautions have been taken to protect the Insured Property following the Event.

## SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1

In addition to the general exclusions applying to all Sections, under Section 1: Building & Contents We will not pay for:

1. Damage arising directly or indirectly out of or in any way connected with:
  - a. change in colour, texture or finish;
  - b. creeping, heaving or vibration, unless the Damage would otherwise be covered under additional benefit 18 – Landslide or Subsidence;
  - c. demolition ordered by any lawful authority due to You or Your Agents' failure to obtain necessary building, construction or development consents or permits;
  - d. construction, erection, renovation, alteration or additions to Your Building or the Rental Property that cost more than \$100,000 unless agreed by Us in writing;
  - e. Subsidence or collapse, unless the Damage:
    - i. arises out of an earthquake or seismological disturbance, explosion or physical impact by Aircraft; or
    - ii. would otherwise be covered under additional benefit 18 – Landslide or Subsidence;
  - f. hydrostatic pressure or changes in the water table; however we will pay if the damage is caused by bursting, leaking or overflowing of water tanks, drains or pipes;
  - g. accidental breakage, chipping or lifting of swimming pools, spas and their surrounds including tiles and pavers;
  - h. incorrect siting of any Building;
  - i. kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt thereof;



- j. lack of maintenance or any other failure to keep any Insured Property in good repair;
  - k. overwinding, mechanical, hydraulic, electrical or electronic breakdown except to the extent covered by extension 11 (Damage to Domestic Electric Motors);
  - l. mildew, mould, contamination, disease, wet or dry rot, change of colour, oxidation, evaporation, dampness of atmosphere or variations in temperature;
  - m. normal settling seepage, shrinkage or expansion in Buildings or foundations, walls, pavements, roads and other structural improvements;
  - n. removal or weakening of supports or foundations;
  - o. invasion of tree or plant roots nor for the cost of clearing drains or pipes blocked by any such invasion. However we will pay for water or liquid Damage resulting from blocked pipes or drains;
  - p. spontaneous combustion, fermentation or heating or any process involving the direct application of heat except that this exclusion will be limited to the item or items immediately affected and will not extend to other Damaged Insured Property as a result of such combustion, fermentation or heating process;
  - q. actions of the sea, tidal wave, , high-water, or high tide, unless caused by a tsunami;
  - r. Storm Surge, except where the Damage occurs at the same time as Storm Damage
  - s. bushfire, grassfire, Storm or Flood within the first 72 hours of the start of the Policy unless the Policy starts on the same day that:
    - You purchased the Building if the Policy covers the Building;
    - You purchased the Contents if the Policy covers Your Contents;
    - Another insurance policy covering Your Building and/or Your Contents expired and in that instance, We will pay only up to the relevant sum insured under the expired policy;
  - t. smoke or smut from industrial operations;
  - u. the actions of birds, vermin, moths, termites or other pests; however if such actions directly cause an Event otherwise covered in this Section 1 (for instance fire or broken glass), We will pay for the Damage resulting from that Event;
  - v. wear and tear, corrosion, rust or oxidation, fading, chipping, scratching, denting, rubbing, scuffing or marring, gradual corrosion or gradual deterioration or developing flaws, concrete or brick 'cancer', normal upkeep or making good. This includes when damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;
  - w. pets or other animals Your Tenant allows in the Rental Property other than cover We will provide under Additional Benefit – 14 Damage Caused by Tenant's Pet;
- 2. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;
  - 3. consequential loss of any kind other than as specifically covered in Section 1;
  - 4. any legal liability of any kind, except Your legal liability described in Additional Benefit 2 - Removal of Debris;
  - 5. any Damage or loss arising directly or indirectly or in any way connected with Theft by Your Tenant, unless You have Optional Cover 1 – Theft by Tenant shown on the Schedule, in which case, the terms and conditions detailed in that Optional Cover 1 apply.
  - 6. Damage to any:
    - a. animals;
    - b. awnings made of textile or fabric more than ten (10) years old where that Damage is caused by wind, rainwater or hail
    - c. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;
    - d. Building or other Insured Property which are vacated and undergoing demolition;
    - e. carpets and other floor coverings resulting from staining, fading or fraying. However, We will pay if the Damage directly results from any other Event not excluded under Section 1;
    - f. docks, wharves and piers not forming part of any Building;
    - g. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;
    - h. pathways, driveways and tennis court surfaces where that Damage is caused by wind, rainwater or hail;
    - i. pool and spa covers where that Damage is caused by wind, rainwater or hail;
    - j. water in swimming pools, spas or water tanks;
    - k. pressure Equipment arising out of a failure to comply with any Australian Standard relating to such equipment;
    - l. retaining walls where that Damage is caused by Storm, Storm Surge or Flood;
    - m. swimming pools, spas or surrounds where that Damage is caused by movement of their foundations or structure unless the Damage arises out of an earthquake or seismological disturbance;

## SECTION 2: PROPERTY OWNER'S LEGAL LIABILITY

### COVER

We will cover You up to the Limit of Liability shown in the Schedule for Section 2 for Compensation resulting from an Occurrence in connection with Your legal ownership of Your Building or Your Contents that happens during the Policy Period.

### SECTION 2 ADDITIONAL BENEFITS

In addition to the Limit of Liability, We will pay:

#### 1 - Defence Costs.

Your Defence Costs.

#### 2 – Legal Costs

Your legal representation costs reasonably and necessarily incurred with Our prior written consent which will not be unreasonably withheld, at a coronial inquest or inquiry into any death which may be the subject of a claim for Compensation under Section 2

#### 3 – Expenses

Your other reasonable expenses necessarily incurred in connection with an Occurrence, with Our prior written consent which will not be unreasonably withheld

#### 4 – Interest after judgment

Interest accruing on amounts payable after judgement has been entered against You until We have paid, tendered or deposited in the court the amount that We are liable to pay following judgement

#### 5 – Court attendance stipend

A daily stipend of \$250 if We require You to attend Court as a witness.

### EXCESS

The amount that We pay in relation to Your claim under Section 2 will be reduced by the amount of any applicable Excess(es) as shown in the Schedule or detailed in this PDS.

Otherwise, You must pay the amount shown in the Schedule as the Excess payable in respect of Section 2 – Property Owner's Legal Liability for each claim that is accepted by Us under Section 2.

The Excess amount payable in respect of a claim made under Section 2 – Property Owner's Legal Liability is shown in the Schedule.

### SPECIFIC DEFINITIONS APPLICABLE TO SECTION 2

The meaning of some of the important words and terms used in Section 2 only are shown below.

#### Compensation means

Any amount paid or payable by You for Personal Injury or Property Damage pursuant to any:

1. court judgment; or
2. settlement with Our consent.

Compensation does not include:

1. aggravated, punitive or exemplary damages;
2. fines or penalties imposed by law (including civil penalties); or
3. any matters which are deemed uninsurable under the law.

#### Defence Costs means

legal costs and disbursements and related expenses connected to the defence of a claim covered under this Section 2 and incurred by:

1. You with Our prior written consent which will not be unreasonably withheld; or
2. Us after We have assumed conduct of any proceedings in:
  - a. defending any proceedings;
  - b. conducting any claim for contribution or recovery; or
  - c. investigating, avoiding, reducing or settling any claim for Compensation.

Defence Costs does not include any of Your internal or overhead expenses or the cost of Your time.

#### Employment Practices means

any act which is considered:

1. wrongful or unfair dismissal, termination or suspension;
2. denial of natural justice;
3. defamatory;
4. misleading representation or false advertising;
5. libel;
6. slander;
7. harassment;
8. bullying; or
9. discrimination,

but only as it applies with respect to employment or prospective employment by You of a person as an employee or prospective employee, or as a volunteer or o work experience.

#### Personal Injury means

1. bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury;
2. false arrest, wrongful detention, false imprisonment or malicious prosecution;
3. wrongful entry or eviction or other invasion of the right of privacy;
4. a publication or utterance of defamatory or disparaging material; or
5. assault and battery not committed by You or Your Tenant at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property,

occurring during the Policy Period within the Policy Territory.

**Property Damage** means

1. Damage to or destruction of physical property, or
2. loss of use of physical property,

occurring during the Policy Period within the Policy Territory.

**SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 2**

In addition to the general exclusions applying to all Sections, under Section 2 We will not cover any Compensation arising out of or in any way connected with the following:

1. damage to Your property or property under your physical or legal control;
2. liability for Personal Injury to Your current or former employees and/or Officers, whilst engaged solely in work or duties on Your behalf;
3. Employment Practices;
4. liability imposed by any workers' compensation, accident compensation or similar legislation;
5. rendering of, or failure to render, professional advice or services by You, or by anyone on Your behalf;
6. the publication or utterance of a defamation, libel or slander:
  - a. made prior to the commencement of this Policy; or
  - b. made by You, or at Your direction, when You knew it to be false;
7. construction, erection or demolition of Your Building;
8. vibration, removal or the weakening or interference with support to land, buildings, or other property;
9. liability assumed under a contract, except where that liability would otherwise exist at law in the absence of the contract;
10. actions brought outside of Australia or governed by the laws of a foreign country;
11. fines, penalties, punitive, exemplary, liquidated, aggravated, or additional damages (including interests and costs) imposed against You;
12. damage to property owned, leased, hired by, under hire purchase, on loan or rented to You or otherwise in Your care, custody or control other than visitors' clothing and personal effects;
13. damage to property belonging to any person who is deemed to be Your worker or employee within the provisions of any employment related law, regulation or accident compensation scheme;
14. asbestos, asbestos products or any materials containing asbestos in whatever form or quantity.
15. the use of a Vehicle, Aircraft or Watercraft owned by, or in the physical or legal control of the Insured.

## SECTION 3: CYBER

### COVER

We will cover You, up to the Section 3 Limit of Liability shown in the Schedule against:

1. loss of Funds as a result of Cyber Crime; and
2. Defence Costs incurred as a result of a Data Breach, where such Cyber Crime or Data Breach first occurs during the Policy Period and which is discovered no more than twelve (12) months following the expiry of the Policy Period.

The general exclusion for Cyber Incidents, as detailed in the General Exclusions, shall not apply to this Section 3.

### EXCESS

The amount that We pay in relation to Your claim under Section 3 will be reduced by the amount of any applicable Excess(es), as shown in the Schedule or detailed in this PDS.

Otherwise, You must pay the amount shown in the Schedule as the Excess payable in respect of Section 3 – Cyber for each claim that is accepted by Us under Section 3.

The Excess amount payable in respect of a claim under Section 3 – Cyber is shown in the Schedule.

### SPECIFIC DEFINITIONS APPLICABLE TO SECTION 3

The meaning of some of the important words and terms used in Section 3 only are shown below.

#### Cyber Crime means

Fraudulent misappropriation of Funds by any person acting without any participation or knowledge on Your part from Social Engineering Fraud, phishing, phreaking or other forms of cyber fraud.

#### Data Breach means

The unauthorised access to, deletion, modification or disclosure of Personal Information in Your care, custody or control and for which You are legally responsible.

#### Defence Costs means

Legal costs and disbursements and related expenses incurred by You with Our prior written consent (which will not be unreasonably withheld) in the investigation, defence, monitoring, reduction, avoidance or settlement of any claim relating to a Data Breach.

However Defence Costs does not include:

1. any internal or overhead expenses incurred by You or Your Agent;
2. any cost of Your time or that of Your Agent in investigating, defending or settling any Claim; or
3. any salaries or remuneration of Your Agent.

#### Funds means

Money, securities, negotiable instruments or other tangible property received by You, or Your Agent, to be allocated to or set aside for the management of Insured Property. Funds do not include personal Money, securities,

negotiable instruments or other tangible property of Tenants or Paying Guests.

#### Personal Information means

The personal information of You, Your Tenants or Your Paying Guests, past and present, held digitally.

#### Social Engineering Fraud means

Impersonation by digital media (including but not limited to email and social media) of:

1. You;
2. Your Agent;
3. Your Tenant or Paying Guests;
4. a party with which You or Your Agent has a written contract for the sale or purchase of goods or services,

by a Third Party to manipulate You or Your Agent to issue an instruction to a financial institution to debit, pay, deliver or transfer Funds to that Third Party or another person or entity.

#### Third Party means

A person or persons who are not You or Your Agent.

### SPECIFIC CONDITIONS APPLICABLE TO SECTION 3

In addition to the General Conditions applying to all Sections, the following conditions apply to Section 3:

1. It is a condition of cover that prior to transferring Funds You or Your Agent validate any new or amended bank details by telephone with a known contact at the transferee;
2. You must give Us written notice as soon as reasonably practicable of the discovery of any conduct that is fraudulent or dishonest by any person with access to or control of Your Funds or any lack of integrity by such person whether giving rise to a claim or not;
3. On discovering a loss or circumstances likely to give rise to a loss covered by Section 3, You must, at Your own expense:
  - a. as soon as reasonably practicable give written notice to Us;
  - b. as soon as reasonably practicable give written notice to the police;
  - c. within 28 days of discovering a loss or circumstances likely to give rise to a loss covered by Section 3, provide to Us a written statement containing details of the cause, description and amount of the loss and any other information that We may reasonably require;
  - d. complete any claim form or sworn proof of loss that We may reasonably require;
  - e. provide full assistance and cooperation to Us in investigating the loss; and
  - f. take all reasonable steps to obtain recovery of the loss and prevent any further loss.

### SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 3

In addition to the general exclusions applying to all Sections, under Section 3 We will not be liable for any claim:

1. resulting directly or indirectly from a failure to follow Specific Condition 1 to Section 3;
2. which is separately covered under any other section of this Policy;
3. resulting from an act, error or omission of Your Agent;
4. resulting from the loss or unauthorised access to, modification or disclosure of Personal Information in the care, custody or control of Your Agent;
5. unless You have previously exhausted Your rights and entitlements under any other fidelity bond or fund, whether of a statutory nature or not;
6. connected with any further Cyber Crime or Data Breach committed after the initial discovery of loss;
7. arising out of a Cyber Crime or Data Breach committed prior to the Policy Period;
8. for consequential loss;
9. arising out of the conduct of any person if You have any prior knowledge of any prior act of fraud or dishonesty by that person;
10. where proof of the existence or amount of loss depends on any comparison of inventory records with a physical count or a profit and loss computation, except that this exclusion will not apply to the extent that You are able to prove the amount of the loss through other evidence unrelated to comparison or computation; or
11. arising from a failure to make payment or of default under a loan or other credit transaction.

## GENERAL EXCLUSIONS

These General Exclusions apply to all Sections of this Policy, however, each Section may have specific Exclusions to the cover offered under that Section which should be read in addition to the ones below.

The Policy does not cover any claim, loss, damage, destruction, compensation, liability, cost or expense of any nature arising out of or in any way connected with the following, regardless of another cause to such, claim, loss, damage, destruction, compensation, liability, cost or expense:

### Act of Terrorism

any Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

### Communicable Disease

a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto. In this exclusion, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property..

### Computer Equipment

any Computer Equipment that fails to perform or function in the manner for which it was designed.

### Cyber Incident

any Cyber Incident, which for the purpose of this exclusion means

1. unauthorised or malicious acts and/or the threat of unauthorised or malicious acts, regardless of time or place;
2. malware or similar mechanism;
3. programming or operator error, whether by the insured or any other person or persons;
4. any unintentional or unplanned outage, wholly or partially, of the insured's Computer System not directly caused by physical loss or damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

We will not apply this general exclusion for Cyber Incidents for a claim made under Section 3 – Cyber.

### Dishonest or Intentional Conduct

any actual or alleged:-

1. dishonest, fraudulent, criminal or malicious act;
2. wilful or reckless breach of any statute, contract or duty;
3. conduct intended to cause loss, damage, destruction, liability, omission, cost or expense, or conduct engaged in with reckless disregard for such consequences,

committed by You or any person acting with Your knowledge, express or implied consent, or participation.

### Electronic Data

Loss, damage, or unplanned alteration of Electronic Data.

### Known Faults and Defects

faults and defects in Your Building or Your Contents which are known to You, or which you ought reasonably to have known.

We will not apply this exclusion to resultant Damage to Your Building or Your Contents if You knew, or ought reasonably should have known, about the faults or defects, but did not have a reasonable period to fix the faults or defects.

### Pathogenic Organisms

any Pathogenic Organism.

For the purposes of this Exclusion pathogenic organism shall include but not limited to the following:

Mould or Fungi or its spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products enzymes or protein secreted by the above whether toxic or otherwise.

It is understood and agreed that Insurers shall not be under any duty to defend the insured in any proceedings in connection with any Pathogenic Organism claims or incidents.

This exclusion shall apply irrespective of when the claim arose or was made and irrespective of when the exposure to any Pathogenic Organism occurred.

### Pollution

the discharge, disposal, release, seepage, migration or escape of Pollutants or the cost of preventing, removing, nullifying, or clean-up of any contamination or pollution.

### Radioactivity

this clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
5. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials or electromagnetic weapon regardless of any other cause or event contributing concurrently or in any other sequence thereto.

#### **Subletting**

subletting of the Rental Property where there is a Lease Agreement in place for a third party to rent all or part of the Rental Property from Your Tenant, or You rent the Rental Property from the owner and Rent all or part of it to Your Tenant.

#### **Vacant Land**

a vacant block of land unless agreed to in writing by Us.

#### **War**

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

#### **War and Cyber Operation exclusion**

Notwithstanding any provision to the contrary in this Policy, this Policy does not cover that part of any loss, damage, liability, cost, or expense, of any kind (together "loss"):

3. directly or indirectly arising from a War, and/or
4. arising from a Cyber Operation that is carried out as part of a War. or the immediate preparation for a War, and/or
5. arising from a Cyber Operation that causes a State to become an Impacted State. This paragraph 3 shall not apply to the direct or indirect effect of a Cyber Operation on a Computer System used by the Insured or its third-party service providers that is not physically located in an Impacted State but is affected by a Cyber Operation.

#### Attribution of a Cyber Operation to a State

Notwithstanding the Insurer's burden of proof, which shall remain unchanged by this clause, in determining attribution of a Cyber Operation to a State, the Insured and Insurer will consider such objectively reasonable evidence that is available to them. Further to any legally permissible

evidence, this may include formal or official attribution by the government of the State in which the Computer System affected by the Cyber Operation is physically located to another State or those acting at its direction or under its control.

For the purposes of this War and Cyber Operation exclusion:

#### **Computer System** means

any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility. If there is any inconsistency between definitions of computer system in this exclusion and the Policy, the definition in the Policy shall apply.

#### **Cyber Operation** means

the use of a Computer System by, at the direction of, or under the control of a State to

1. disrupt, deny, degrade functionality of a Computer System, and/or
2. copy, remove, manipulate or destroy information in a Computer System.

#### **Essential Service** means

a service that is essential for the maintenance of vital functions of a State including, but not limited to, financial institutions and associated financial market infrastructure, health services or utility services.

#### **Impacted State** means

any State where a Cyber Operation has had a major detrimental impact on:

1. the functioning of that State due to disruption to the availability, integrity or delivery of an Essential Service in that State, and/or
2. the security or defence of that State.

#### **State** means

a sovereign state.

#### **War** means

armed conflict involving physical force:

1. by a State against another State, or
2. as part of a civil war, rebellion, revolution, insurrection, military or usurped power, whether War be declared or not.



## GENERAL CONDITIONS

These General Conditions apply to all Sections of this Policy, however each Section may have specific Conditions to the cover offered under that Section which should be read in addition to the ones below.

### Applicable Law

Should any dispute arise concerning this Policy, the dispute will be determined in accordance with the law of Australia and its States and Territories. In relation to any such dispute, the parties agree to submit to the jurisdiction of any competent court in a State or Territory of Australia.

### Assignment

You must not assign this Policy or any of Your rights under this Policy without Our prior written consent which will not be unreasonably withheld.

### Cancellation

1. You may cancel this Policy by giving notice in writing to Us. If such notice is given, the cancellation will take effect on the day the notice is received by Us.
2. We may cancel this Policy in any of the circumstances set out in the *Insurance Contracts Act 1984 (Cth)*, including non-payment of the Premium within the sixty (60) days credit terms. Such cancellation is to take effect three (3) business days from the time written notification is received by You or 14 days from the Payment Due Date, whichever is the later.
3. After cancellation by You a refund of Premium will be returned to You pro rata for the unused Policy Period.
4. When the Premium is subject to adjustment, cancellation will not affect Your obligation to supply to Us such information as is necessary to permit the Premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.
5. In the event of a claim or claims having been notified to Us prior to the effective date of cancellation there will be no refund of Premium of the unused part of the Policy Period.

### Changes affecting Sum Insured

Any changes that may affect the Sum Insured after commencement of the Policy must be notified by You to Us in writing as soon as reasonably practicable after such change comes to the notice of You or Your officer responsible for insurance. Changes that You must notify Us of include:

1. removal of any Contents or alteration to any Building;
2. any Rental Property being left Unoccupied for a period of more than 90 consecutive days;
3. Your interest in any Insured Property ceasing;
4. any instance where the nature of the occupation of or other circumstances affecting the Insured Property are changed in such a way to increase any risk insured under this Policy; or
5. You being placed into bankruptcy, receivership, administration or liquidation.

If We accept the change, You must pay Us any additional premium we require.

If You fail to notify us of such changes We might not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

### Changes in Policy

No changes in this Policy will be valid unless agreed to in writing by Us. The requirements of any Section may not be deemed to be waived unless We agree to waive them in writing.

If You do wish to make changes to your Policy, for example to make changes to Sums Insured, the types of cover You have selected or Your details, You should notify Your insurance broker to request the change. Your insurance broker will then notify Us of the change and We will confirm the change in writing, if We agree. This agreement will not be unreasonably withheld.

### Inspection and Audit

We or a person acting on Our behalf may inspect any Insured Property by giving reasonable written notice to You. Neither Our right to make inspections nor the making of any inspection nor any report thereon will constitute an undertaking by Us on behalf of or for Your benefit or warrant that such Insured Property or operations are safe or healthful, or are in compliance with any applicable law, rule or regulation.

We may examine and audit Your books and records at any time during the Policy Period and extensions thereof and within three (3) years after the final termination of this Policy, as far as they relate to a claim made by You under this Policy.

### Insurance Contracts Act

Nothing contained in this Policy is to be construed to reduce or waive either Your or Our privileges, rights or remedies available under the *Insurance Contracts Act 1984 (Cth)*.

### Interests of Other Parties

The insurable interest of only those lessors, financiers, trustees, mortgagees and owners specifically noted in the Schedule are covered by the Policy.

Where the insurance covers the interest of more than one party, any act or neglect of an individual party (other than those described in the Dishonest or Intentional Conduct general exclusion) will not prejudice the rights of any remaining party; provided that the remaining party shall, as soon as reasonably practicable upon becoming aware of any act or neglect whereby the risk of damage has increased, give notice in writing to Us and in such cases, We have the right to charge a reasonable additional premium.

If any other party, such as a financier, has an interest in any Insured Property or item insured under this Policy and We agree to settle Your claim by cash payment, We reserve the right to pay all or part of the claim proceeds to the other party. This will satisfy Our obligations to You under the Policy for the payment of Your claim.

### Reasonable Care

You must:



1. take all reasonable measures to maintain all Insured Property in sound condition;
2. take all reasonable precautions to prevent or minimise loss, damage, destruction, liability, compensation, cost or expense covered by this Policy;
3. comply with all obligations and regulations imposed by any authority; and
4. take all reasonable measures to ensure that only competent employees and contractors are employed or contracted to undertake work on Your behalf at the Insured Address.

#### **Reinstatement of Sum Insured**

After We have admitted liability for a claim We will automatically reinstate the Sum Insured and/or Additional Benefit limits to their pre-loss amount without any additional Premium having to be paid.

This condition does not apply:

1. when We pay a total loss;
2. when We pay the full Sum Insured.

#### **Rental agreement & security**

You must:

1. maintain a Lease Agreement for Tenants where legally required to do so.
2. collect Bond Money (rental on Long Term Basis) or Paying Guest Security (rental on Short Term Basis) to be applied against any Damage or loss to Insured Property as allowable by law.

#### **Sanction Limitation Clause**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, or United State of America.

#### **Storage of Hazardous Materials**

Hazardous goods or materials stored at the Insured Address must be stored in the quantities and manner required by any relevant law or standard.

#### **Subrogation**

If We make a payment under this Policy, Your rights of contribution, indemnity or recovery are subrogated to Us. You must not surrender any right to or settle any claim for contribution, indemnity or recovery without Our prior written consent. You must do all things and execute all documents to enable Us to sue in Your name for such contribution, indemnity or recovery.

#### **Your Authorised Representative**

You agree that any person representing You when completing the Proposal is authorised to give and receive information on Your behalf.

## CLAIMS CONDITIONS

If you fail to comply with the following Claims Conditions We will reduce Our liability to the extent of any prejudice caused by Your failure to comply.

On the happening of any Event, Occurrence, or Cyber Event likely to give rise to a claim under any Section, You must at Your own expense:

1. as soon as reasonably practicable, inform Us by telephone or in writing using the contact details set out in the PDS of any damage, Theft, injury, Data Breach, Cyber Crime or receipt of notice of any claim and/or of the institution of any proceedings against you;
2. as soon as reasonably practicable inform the police of any Malicious Damage, burglary, housebreaking, fraudulent misappropriation, Theft or any attempted Theft of Insured Property and/or Money and provide details of the report to Us. We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss
3. take all reasonable precautions to recover lost or stolen Insured Property and/or Money and minimise the claim;
4. take all reasonable precautions to reduce the damage and to prevent further damage;
5. when requested by Us to do so, complete and lodge a claim form within twenty-one (21) days with all necessary supporting documentation that We may reasonably require for the investigation and verification of the claim;
6. not arrange for the repair or replacement of any Insured Property in connection with any claim without Our prior written consent which will not be unreasonably withheld;
7. not admit guilt or fault (except in court or to the Police)
8. not admit or deny liability for, or offer to negotiate or agree to settle, any claim brought against you without Our prior written consent which will not be unreasonably withheld;
9. not dispose of any Damaged Insured Property without Our prior written consent which will not be unreasonably withheld;
10. allow Us or Our representative access to inspect on reasonable notice and on their reasonable request.
11. assist Us in the defence of any claim brought against you.

In accordance with the Subrogation general condition, We reserve the right to negotiate, defend or settle in Your name and on Your behalf any claim brought against You and will have full discretion in the conduct of any proceedings or in the settlement of any claim.

### Approval required for repairs

Except for the purposes of necessary temporary repairs to prevent imminent further Damage, You are not authorised to commence repairs to Your Insured Property without Our approval which We will not be unreasonably withheld.

### Claim Preparation Costs

We will pay costs necessarily and reasonably incurred by You, with Our written prior consent, in preparation of a claim under this Policy for Section 1: Building and Contents, Section 2: Property Owners Legal Liability, and Section 3 Cyber..

The maximum that We will pay in respect of claims preparation costs during any one Policy Period is \$5,000.

### False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect. We may also report any suspected fraudulent act or statement to the Police for further investigation.

### Other Insurances

You shall give written notice as soon as reasonably practicable to Us of any other insurance or insurances effected covering any of the risks that are the subject of this Policy.

If at the time of any loss, damage or liability there is any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s) subject to the *Insurance Contracts Act 1984 (Cth)*.

### Possession of Damaged Property

On the happening of any loss, destruction or damage in respect of which a claim is or may be made under this Policy, We and every person authorised by Us may, without incurring any liability, and without diminishing Our right to rely upon any terms or conditions of the Policy, enter, take or keep possession of any building or premises where the loss, damage or destruction has happened and may take possession of or require to be delivered to Us any of the Insured Property and may keep possession of and deal with such Insured Property for all reasonable purposes and in any reasonable manner.

You shall not in any case be entitled to abandon any Insured Property to Us whether taken possession of by Us or not.

### Preventing Our right of recovery

If You've agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We've been prejudiced by this act, We won't cover You for that loss, damage or liability.

### Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable We will seek Your cooperation in selecting the repairer or supplier.

### Salvage value

We are entitled to any salvage value on recovered items and Damaged items that have been replaced.