

# Landlords Insurance

Rental Protection Plus insurance  
product disclosure statement and  
policy with **Flood Cover**





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# Welcome To The Security Of CGU Insurance

## **This booklet is important**

## Important information

Cover for Section 1 – Buildings and contents and Section 2 – Liability, insurance is provided by Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance.

Cover for Section 3 – Workers' compensation, insurance is provided by:

- Insurance Australia Limited trading as CGU Workers Compensation ABN 11 000 016 722 if your situation is in Western Australia, Tasmania or the Northern Territory.

## Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001 and only applies to Section 1 – Buildings and Contents commencing on page 8 of the policy and Section 2 – Liability, commencing on page 14 of the policy.

## Introduction

### Who is the insurer

This insurance is issued by Insurance Australia Limited ABN 11 000 016 722 AFS Licence No. 227681 trading as CGU Insurance.

If you have cover under Section 3 – Workers' compensation and your situation is in Western Australia, Tasmania or the Northern Territory, that cover is issued by Insurance Australia Limited trading as CGU Workers Compensation ABN 11 000 016 722.

### How to contact us

You may contact us by any of the following ways:

- in person at any CGU Insurance office
- by telephone on 13 24 81 (13CGU1)
- by writing to us at CGU Insurance, GPO Box 9902 in your capital city
- by email on our website [cgu.com.au](http://cgu.com.au)

### The purpose of this PDS

This PDS has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium is calculated. You still need to read the policy wording which commences on page 4 for a full description of the terms, conditions and limitations of the insurance policy.

### General Insurance Code of Practice

CGU Insurance proudly supports the General Insurance Code of Practice. The purpose of the Code is to raise the standards of practice and service in the general insurance industry. Details about the Code are shown in the policy wording under 'General Insurance Code of Practice' on page 4. Brochures on the Code are available from your nearest CGU Insurance office.

### Your cooling-off period

We will refund all premium paid for cover under the insurance policy if you request cancellation of the insurance policy within 21 days of its commencement. To do this, you must advise us in writing and return the schedule to your nearest CGU Insurance office. You will not receive a refund if you have made a claim under the insurance policy. Details about the cooling-off period are shown in the policy wording under 'Money Back Guarantee' on page 4.

## What to do if you have a dispute

We will always do our best to provide you the highest level of service but if you are not happy or have a complaint or dispute, here is what you or your insurance adviser can do.

If you experience a problem or are not satisfied with our products, our services or a decision we have made, you or your insurance adviser should let us know so we can help. Contact information can be found within this PDS or you can call us on 13 24 81.

We will try to resolve complaints at first contact or shortly thereafter.

If we are not able to resolve your complaint when you contact us or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

Free Call: 1800 045 517

Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Customer Relations will contact you or your insurance adviser if they require additional information or have reached a decision. Customer Relations will advise you or your insurance adviser of the progress of your complaint and the timeframe for a decision in relation to your complaint.

We expect our procedures will deal fairly and promptly with your complaint. If you are unhappy with the decision made by Customer Relations you or your insurance adviser may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist you:

Free Call: 1800 931 678

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

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001

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

Further information about our complaint and dispute resolution process is available by contacting us.

## How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

## How to make a claim

To make a claim, please contact your nearest CGU Insurance office, or call 13 24 80 (13 CGU 0) when something happens that you believe you can claim for. Details about making a claim are shown in the policy wording under 'What you must do when you make a claim' on page 17, 'What you should not do when you make a claim' on page 17, 'What you must not do when you make a claim' on page 17 and 'You give us your rights to claim from anyone else' on page 18.

## Taxation information

CGU Insurance shows all taxes and charges as separate items on all schedules (e.g. stamp duty and the Goods and Services Tax). Details about the Goods and Services Tax are shown in the policy wording under 'How the Goods and Services Tax affects your claim' on page 17.

## Significant features and benefits

You secure the insurance cover you require by selecting from the extensive range of covers and options we offer with this policy.

You can choose cover for:

- buildings
- contents
- loss of rent
- rent default and theft by a tenant
- liability
- workers' compensation in WA, Tasmania and NT.

We offer accidental damage cover for buildings and contents and new for old cover for buildings and for most contents items up to 15 years old. You also choose the liability cover you need – you can select \$5 million, \$10 million, \$15 million or \$20 million.

Other features include a pay-by-the-month instalment option and no loss sharing penalties for under insurance.

With the covers for buildings, contents and rent default and theft by a tenant, a range of additional benefits is included. These benefits are shown in the policy wording under 'Additional things we will pay for when you have insured your buildings' on page 9, 'Additional things we will pay for when you have insured your contents' on page 9, and 'Additional things we will pay for when you make a claim for rent default and theft by a tenant' on page 13.

## Exclusions

Our insurance is designed to provide protection for you in the event of something happening which has been insured against.

Under some circumstances, this policy will not provide any insurance cover to you. For example, under Section 1 – Buildings and contents we do not pay for loss or damage caused by:

- erosion
- rust, corrosion
- gradual deterioration, depreciation, wear or tear
- a defect in an item, faulty workmanship, structural defects or faulty design.

This lists some examples of events that are not covered by this insurance, and for full details of all relevant policy exclusions you should read the policy wording and make yourself aware of all the exclusions that apply.

In the policy wording we show when cover is not provided. Events that we will not pay for buildings and contents are shown on page 8 and 9. Events that we will not pay for rent default and theft by a tenant are shown on page 13. For liability insurance, we show "when we will not pay" on page 14. Page 15 lists 'What Section 1 and Section 2 of the policy do not cover'. It is important that you are aware of these exclusions and so you should read them.

There are things that you must do in order for your insurance cover to apply. For example, you must pay the premium. In the policy wording we show what you need to do under 'What you are required to do for us' on page 16.

## Significant risks

### Cover for buildings

With building insurance, you may select to insure for replacement value. Replacement value provides new for old replacement cover.

### Adequate sums insured

In the event of a major loss, your sums insured should be sufficient to allow for replacement of your property.

### Policy limits

Limits do apply to some items. For example, we will pay additional costs required to comply with government or local authority bylaws as shown on page 11. These costs do not extend the sum insured and will not be paid if the sum insured is insufficient to meet the total costs involved in rebuilding or repairing your buildings. You should read the policy wording so that you are aware of limits that may be applicable to you.

### Disclosure

You have certain disclosure obligations that you need to comply with. Failure to comply with these obligations may have consequences in terms of both your insurance cover or in the event that you make a claim. Your disclosure obligations and the consequences of not complying with these obligations are outlined in the policy wording under 'What you need to tell us' on page 5 and 'What will happen if you do not tell us' on page 5.

### Excesses

If you make a claim under the policy, you may be required to pay one or more excesses. The descriptions of these excesses and the circumstances in which they are applied are shown in the policy wording under 'Policy excess' on page 10 and 'Excess' on page 13. The amount of each excess will be shown on your schedule other than the earthquake excess which is shown on page 10 of the policy wording.

In most instances, you can select at the time of your enquiry or application for insurance the amount of policy excess you wish to pay should you have a claim. When you select a higher policy excess amount, we will normally reduce the amount of premium we charge you.

In some instances, we will impose the amount of policy excess you will need to pay should you have a claim. In deciding to impose a policy excess, we take into consideration a number of factors in setting the amount of the policy excess. These include factors relating to the type of property being insured, where the property is located, the type of construction of the property and your previous insurance and claims history. At the time of your enquiry or application for insurance, the amount of policy excess will be advised to you.

## Costs

The premium payable by you will be shown on your schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of your enquiry or application for property insurance. These include factors relating to the type of property being insured, where the property is located and your previous insurance and claims history.

Your premium, including any discounts you may be eligible for, are subject to minimum premiums. We consider the minimum amount we are prepared to sell the policy for and may adjust your premium to ensure it does not fall below the minimum amount. Any discounts will be applied to your policy, only to the extent any minimum premium is not reached. This means that any discount you may be eligible for may be reduced. When we determine your premium on renewal, we may also limit any increases or decreases in your premium by considering factors such as your previous year's premium amount.

Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your schedule.

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

## Financial claims scheme

You may be entitled to payment under the financial claims scheme in the event that Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from <http://www.fcs.gov.au>.

## Intermediary remuneration

Insurance Australia Limited trading as CGU Insurance pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

# Landlords Residential Property Insurance Policy

## **This booklet is important**

Please read this policy before you apply for insurance.

This policy sets out the terms, conditions and limits that apply for the insurance we offer to you. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

Our agreement with you is made up of your application, this insurance policy, the schedules and endorsements we send to you. Endorsements are notices we send to confirm any change to your insurance.

Keep this insurance policy in a safe place. You may want to refer to it from time to time.

We recommend that you keep receipts for major items you purchase.

If you need more information about this insurance policy, please contact your insurance adviser. We are happy to give you personal attention and service in relation to this or any other insurance enquiry.

## **CGU Insurance triple guarantee**

Our triple guarantee assures you of quality insurance and service at all times.

### **Service guarantee**

We will provide you with the highest standards of service.

### **Fair dealing guarantee**

We will meet any claims covered by your policy fairly and promptly.

## **Money back guarantee**

You have 21 days after you receive your numbered policy schedule to be sure you have the cover you require. If it is not the cover you require, you can cancel the policy. To do this, you must advise us in writing and return the schedule and policy booklet to your nearest CGU Insurance office. You will receive a full refund of the premium paid, providing you have not made a claim under the policy.

## **General Insurance Code of Practice**

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

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

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

### **Our Commitment to you:**

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code or the Code Governance Committee.

# Your Policy

## What you need to tell us

You must tell us anything you know, or should know, that could affect our decision to insure you and/or the terms on which we insure you. You must do this when you apply for a policy, renew your policy or when you change or reinstate your policy. When we ask you specific questions, you must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by the policy answers all questions in this way. These requirements are part of the Insurance Contracts Act 1984.

## What you do not need to tell us

You do not need to tell us anything that:

- reduces our risk
- is of common knowledge
- we know, or as an insurer should know
- we indicate that we do not want to know.

## What will happen if you do not tell us

If you withhold relevant information or you do not answer our questions in the way we have described, we can reduce the amount we pay you for your claim, or we can cancel your policy. If your failure to tell us is fraudulent, or your answers are untruthful, we can treat your policy as if it never existed.

The course of action we take when you withhold relevant information or do not answer our questions in the way we describe will be considered in each circumstance based on what impact or effect your failure to do these things caused or contributed to the claim or our decision to issue your policy.

## When you are insured

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the schedule we will send you.

We will not cover loss or damage as a result of flood within 14 days (336 hours) of the start date of this policy, **unless:**

- you took out your insurance with us immediately after another insurance policy covering flood and insuring the same building or contents expired, without a break in cover.

We will not cover your buildings and your contents for a period of 48 hours from the time of the commencement of your insurance for damage or loss caused by:

- bushfire or grassfire; **or**
- a named cyclone.

### We will provide cover however if:

- this insurance commences directly after another insurance policy covering the same property expired without a break in cover
- you have entered into a contract of sale to purchase the property
- you have entered into a contract to lease the property.

The insurance applies for the period for which you have paid us (or agreed to pay us) the premium. You may pay your premium by cash, cheque or credit card. If your cheque or credit card is dishonoured by your financial institution, you are not insured.

You can also pay your premium by instalments direct from a financial institution account or from your credit card.

If you have a total loss, we shall deduct the instalments for the remaining period of insurance from the amount we pay you.

### What happens if you don't pay on time

When you take out insurance, you need to pay your annual premium or any instalments by the due date specified on your schedule. An instalment is unpaid if it cannot be deducted from your nominated account or credit card. If your premium is overdue we will send you a notice outlining the overdue amount and when it needs to be paid.

If your premium remains unpaid after the time period specified in the notice we send, we will:

- cancel your policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.

If you pay by instalment, we will send you a second notice either before cancellation informing you of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If you need to make a claim when your policy is overdue, and before your policy has been cancelled for non-payment, we will require you to pay the overdue amount as part of the claim settlement process. Alternatively where the settlement method allows we can reduce the settlement payment by the overdue amount.

## Who is insured under this policy

The person whose name is set out in the schedule is insured. In this policy that person is called 'you' or 'your'.



## Words that have a special meaning

In this policy there are words that have a special meaning. These words are listed below. If the meaning of a word is not shown below, we tell you on what page the meaning is printed.

### Act of terrorism

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

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

### Allowable reletting expenses

Reletting expenses as specified in the current rental agreement for your property.

### Bond money

Money paid by the tenant and held as security against damage to the property or outstanding rent or other costs. Your policy will operate on the basis that bond money equal to at least four weeks rent has been paid.

### Your buildings

Your buildings are:

- residential buildings including any professional offices or surgeries in those buildings
- domestic outbuildings
- fixed coverings to walls, floors and ceilings. this does not include fixed carpet, curtains or internal blinds
- services, which include the supply of electricity, water, etc.
- items built in or fixed to or on the buildings
- blinds or awnings on the outside of the buildings
- in built swimming pools and spas
- boat jetties or pontoons that you are legally responsible for fences and gates (limits may apply)

Your buildings are not:

- property that a tenant is liable for under the terms of a rental agreement. This does not apply to items listed under 'What are buildings'
- plants, shrubs, trees or grass, except as detailed under 'Additional things we will pay for when you have insured your buildings' on page 9
- building materials
- lawns
- loose or compacted soil, gravel, pebbles, rocks or sand
- dams.

### Claim

A separate identifiable event for which the policy provides cover. Where multiple events are submitted at the same time or on the same claim form, they will be treated as separate claims for the application of any policy excess or limitation.

### Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 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,
- 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 between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### Your contents

Your contents are:

- household goods
- carpets, curtains and internal blinds
- furniture and furnishings that are not built in
- portable domestic appliances that are not built in
- swimming pools, saunas and spas that are not built in, and accessories for any swimming pools, saunas or spas
- items thinly covered with gold or silver that are not jewellery or watches
- fixtures and fittings that you have installed if you are the owner of a strata title unit. We will not cover any fixtures and fittings if the body corporate has them insured
- special contents which are listed on your schedule.

Your contents are not:

- jewellery and watches
- items that contain gold or silver. This does not include items thinly covered with gold or silver
- unset precious and semi-precious stones
- furs
- cryptocurrency or non-fungible tokens (NFTs) and/or any devices or programs involved in the storage or transfer of cryptocurrency or NFTs
- clothing and personal effects
- money
- negotiable documents
- items able to be powered by battery as listed:
  - audio visual equipment
  - camera equipment, including accessories
  - and unprocessed film, unless they are being used underwater, or to earn your income
  - electronic diaries
  - GPS
  - mobile or portable phones
  - portable computers
- sporting equipment
- photographic equipment
- collections of stamps, medals or coins
- plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs
- animals, including birds and fish
- pedal cycles, motorcycles, mini-bikes, caravans, trailers, aircraft, watercraft or motor vehicles other than ride-on mowers
- building materials.

### Cryptocurrency

Any form of currency that only exists in digital form.

**Deliberate or intentional damage**

An act done without the owner's permission and with the full knowledge that the action will alter the current state of the property, and without any malice, vindictiveness or spite.

This does not include:

- tenant neglect, carelessness, poor housekeeping, or unhygienic living habits
- damage occurring during maintenance operations carried out by the tenants or anyone acting on their behalf
- damage as a result of repairs, or attempted repairs, carried out by the tenants or anyone acting on their behalf
- damage caused by the failure of tenants or their visitors to control their children
- damage caused by pets belonging to visitors or children of the tenants or their visitors
- theft, or damage caused by theft
- accidental damage or accidental loss
- malicious damage or vandalism
- scratching, denting, chipping, rubbing or chafing.

**Excess**

This is the amount of money you will pay if you have a claim.

Your excess will apply for each separate identifiable event.

The amount of your excess is shown on your schedule. Your excess will be increased for claims for: Earthquakes as shown on page 10.

**Flood**

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of: (a) any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or (b) any reservoir, canal or dam.

**Malicious damage or vandalism**

A wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property.

This does not include:

- tenant neglect, carelessness, poor housekeeping or unhygienic living habits
- damage occurring during maintenance operations carried out by the tenants or anyone acting on their behalf
- damage as a result of repairs, or attempted repairs, carried out by the tenants or anyone acting on their behalf
- damage caused by the failure of tenants or their visitors to control their children
- damage caused by pets belonging to visitors or children of the tenants or their visitors
- theft, or damage caused by theft
- deliberate or intentional damage
- accidental damage or accidental loss
- scratching, denting, chipping, rubbing or chafing.

**Periodic tenancy agreement**

This applies when a tenant continues to occupy the situation, after a fixed-term rental agreement has expired, and the rental agreement does not provide for its continuation, and a:

- notice to leave, or
- notice of intention to leave, or
- abandonment termination notice,

has not been given by the tenant to you or your agent, or by you or your agent to the tenant.

The tenant is then deemed to be under a periodic tenancy agreement on the same terms which applied immediately before the rental agreement ended. This does not include any term about the agreement's term.

**Pet**

A domestic animal that is kept in or at your rental property.

**Rent**

The amount of money paid, or payable, by the tenant to rent your property.

**Rent default**

This is where the tenant fails to pay rent in accordance with a rental agreement and/or periodic tenancy agreement.

**Rental agreement**

- the agreement between you or your agreement agent and the tenant
- this agreement must be in writing and state:
  - the term of the rental period
  - the amount of rent payable to you
  - the amount of the bond money that the tenant is required to pay.

**Schedule**

This is the document we give you which sets out the details of your insurance cover. You receive a schedule when you first take out your insurance and again when the policy is renewed or changed.

**Situation**

This is the place where your building and/or your contents are located. We will show this place on all schedules we give you.

**Storm Surge**

Storm Surge is the increase in sea level that usually occurs with an intense storm or cyclone.

**Tenant**

The person(s) named in the rental agreement or periodic tenancy agreement and including that person's partner, children, and any other person(s) permanently living at the situation.

**Unable to live in your building**

We will consider your tenant is unable to live in your building if the loss or damage we cover has caused:

- significant interruption to water, gas, electricity, sewerage, heating or cooling connections,
- significant damage requiring extensive repair, or
- an inability to use sleeping or cooling or bathroom facilities.

# Section 1

## Buildings And Contents

### What is insured

Your buildings and/or your contents as set out in your schedule are insured if they are destroyed, lost or damaged. They are insured only if you own them, or are liable for them.

If you only insure your buildings, the cover provided for destruction, loss or damage does not apply to your contents.

If you only insure your contents, the cover provided for destruction, loss or damage does not apply to your buildings. However, we will cover your buildings for malicious damage or vandalism caused by your tenants or their visitors for the following amount:

- if your contents are insured for \$50,000 or more, we will only cover you up to a maximum of \$50,000
- if your contents are insured for less than \$50,000, we will only cover you up to your contents sum insured

Your buildings and your contents are insured while at your situation. Cover for your contents while away from your situation is not provided unless we say so.

We will cover your buildings and your contents for any accidental damage or accidental loss including that caused by:

- landslide or subsidence but only if it occurs within 72 hours after one of the following:
  - storm, flood, rainwater or wind
  - earthquake
  - explosion
  - liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.

This cover also applies to gates, fences or retaining walls that are attached to, and are part of, the structure of your buildings.

- storm, flood, rainwater or wind. This includes storm, flood, rainwater or wind damage to:
  - gates, fences or walls that are attached to, and are part of, the structure of your buildings
  - gates, fences or walls that are not attached to, and are not part of, the structure of your buildings but only for any section of a gate, fence or wall made of brick, stone, metal or frame-supported corrugated fibrous material. The frame supporting the corrugated fibrous material must be made of brick, stone or metal
  - gates, fences or walls which are made of timber and that are not attached to, and are not part of the structure of your buildings. We will only pay for gates, fences or walls 15 years old or less

- free-standing fences made from corrugated fibrous material that do not have a supporting frame if:
  - these fences have not been installed and constructed according to the manufacturer's specifications, and
  - such installation or construction caused or contributed to the loss or damage.

We will not pay for storm, flood, rainwater or wind damage to shadecloth, swimming pool covers including solar covers, and plastic liners for swimming pools or to jetties, wharves, bridges or pontoons for damage by flood.

- if an electric motor burns out, we will repair, reinstate or replace it. We decide which one we will do. We will do this if the electric motor is 15 years old or less
- tenant's pets to a limit of \$10,000 per claim
- scorching to carpet to a limit of \$1,000 per claim
- scorching to bench tops and vanities to a limit of \$1,000 per claim.

We will not cover your buildings and your contents for any accidental damage or accidental loss caused by:

- landslide or subsidence except as described on page 8
- settling, shrinkage or any movement of earth
- erosion
- water entering your buildings through an opening made for any building, renovation or repair work
- water entering your buildings because of a structural defect, faulty design or faulty workmanship when the buildings were constructed
- rust, corrosion
- gradual deterioration, depreciation, wear or tear
- rats, mice or insects
- roots from trees, plants, shrubs or grass
- any process of cleaning involving the use of chemicals other than domestic household chemicals
- a defect in an item, faulty workmanship, structural defects or faulty design
- breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand
- visitor's pets
- tenants, their visitors, or their visitors' children. This does not include:
  - fire
  - explosion
  - liquid that escapes from:
    - a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain
    - a bath, basin, shower, sink, toilet or tiled floor that has drainage holes
    - a washing machine or dishwasher
    - an aquarium
    - a waterbed

- malicious damage or vandalism. This does not include theft.
- deliberate or intentional damage. This does not include theft.
- accidental breakage of:
  - fixed glass in your buildings
  - fixed shower bases, basins, sinks, baths or toilets.
- accidental damage to or accidental loss of:
  - carpets, curtains, internal blinds and light fittings
  - bench tops and vanities as described on page 8.
- tenants, their visitors, their visitors' children, or their visitors' pets, scratching, denting, chipping, rubbing, or scuffing, any surface.

## Additional things we will pay for when you have insured your buildings

The following will be paid in addition to the sum insured. These will be paid when they relate to damage or loss from accidental damage or accidental loss.

- we will pay the reasonable costs to repair or replace furniture, furnishings, fixtures, fittings, carpets, curtains, and internal blinds. We will not cover contents that are covered under any other insurance policy. The most we will pay is \$10,000
- we will pay the reasonable costs to replace landscaping features, plants, trees, shrubs, or hedges. The most we will pay is \$2,000
- we will pay your legal costs to discharge your mortgage if your claim is for a total loss
- we will pay the reasonable costs of demolishing and removing any buildings debris when damage or loss occurs. We will pay up to 10 per cent of your buildings sum insured
- we will pay the reasonable costs of architects, surveyors and legal fees when damage or loss occurs. We will pay up to 10 per cent of your buildings sum insured
- if you have a loss, we will increase your sum insured by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it
- you are fully insured again for your buildings for the amount shown in your schedule following a claim. This does not apply when your claim is for a total loss as your cover for your buildings will end then.

## Additional things we will pay for when you have insured your contents

The following will be paid in addition to the sum insured. These will be paid when they relate to damage or loss from accidental damage or accidental loss.

- we will pay the reasonable costs of removing any contents debris when damage or loss occurs. We will pay up to 10 per cent of your contents sum insured
- if you have a loss, we will increase your sum insured by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it. This increase does not apply to any special contents you have insured
- you are fully insured again for your contents for the amount shown in your schedule following a claim. This does not apply when your claim is for a total loss as your cover for your contents will end then.

If you insure contents, and you are the owner of a strata title unit at the situation, the cover provided for destruction, loss or damage does not apply to buildings, other than:

- theft by tenants, their visitors or visitors' children
- malicious damage or vandalism by tenants, their visitors or visitors' children
- deliberate or intentional damage by tenants, their visitors or visitors' children; and
- accidental loss or accidental damage by tenant's pets to a limit of \$10,000 per claim.

We will not cover these events if the body corporate has them insured. The most we will pay for these events is your contents sum insured.

## Additional things we will pay for when you have insured your buildings or contents

If you have insured your buildings or contents and they suffer chemical contamination as a result of the manufacturing, storage or distribution at the insured situation, of any controlled drug. We will pay up to \$30,000 during your period of insurance for clean up costs to remove or mitigate the contamination or pollution.

We will only pay this when:

- the manufacturing, storage, or distribution is discovered by, or referred to the police for investigation and proper assessment confirms contamination
- the property is rented to a tenant and a valid tenancy agreement is in place,
- you, or the person managing your property has conducted regular inspections at the property in line with the rental agreement terms and conditions.

We will not pay if:

- there is not a valid rental agreement in place
- it has not been reported to the police or relevant authority
- you, or the person managing your property become aware of the situation and fail to act immediately.

The following will be paid in addition to the sum insured. These will be paid when they relate to damage or loss from accidental damage or accidental loss.

- we will pay the reasonable costs to remove garbage left by your tenant during the period of insurance, when necessary to restore the rental property to a habitable condition. We will not cover costs for storing rubbish or the tenant's possessions, or costs associated with regular garbage removal services provided by local councils or similar services. The most we will pay is \$500, regardless of whether you have a buildings, contents, or combined policy
- we will pay the reasonable costs you incur for damage caused by authorised emergency services personnel while carrying out their duties. We will not cover loss or damage arising from or in connection with emergency services activities related to suspected or actual criminal conduct by you or someone with your consent, or if you were aware that your tenants were involved in criminal activities that led to the damage and did not report it to the police as soon as reasonably possible. The most we will pay is \$1,000, regardless of whether you have a buildings, contents, or combined policy
- we will pay the reasonable costs to repair or replace the keys, fobs or locks of an external door or window lock of your rental property, whichever is less, if:
  - a key(s) or fob(s) is stolen, or you have reasonable grounds to believe it has been stolen or duplicated
  - a tenant fails to return the key(s) or fob(s) at the end of their tenancy, including if they have been legally evicted, left before the end of the rental period without providing the required notice, or have otherwise withheld them.

The most we will pay is \$1,000.

The following will be paid in addition to the sum insured.

If:

- your tenant or any other person legally entitled to do so gives you a valid notice terminating the rental agreement or periodic tenancy agreement for your building because of domestic or family violence;
- a competent Court or Tribunal issues an order terminating the rental agreement or periodic tenancy agreement for your building because of domestic or family violence; or
- a competent Court or Tribunal issues an order to remove a perpetrator of domestic or family violence from the rental agreement or periodic tenancy agreement for your building because of domestic or family violence,

we will pay the reasonable costs you incur, to the extent that they are directly caused by a termination or removal referred to above:

- to remove and store abandoned goods for up to 60 days;
- to change any locks, keys or security codes as reasonably required due to the domestic or family violence.

## Limit for the value of your contents

The most we will pay for any one item, pair, set, collection or system is \$20,000. You can insure items that are worth more than \$20,000 each as a 'special contents' item. To do this you must advise us and the items will be listed on your schedule.

## Paying claims

### Policy excess

For each claim for your buildings or your contents, we will reduce the amount we pay you for your claim by the excess. The amount of your excess is shown on your schedule.

Your excess will be increased by \$250 for any claim for damage or loss arising from an earthquake. This damage or loss must occur within 72 hours of the earthquake.

When a claim is paid for damage to, or loss of, your buildings and your contents, the excess amount will only be taken off once. When a claim is submitted for one or more separate identifiable events, the excess will be applied to each separate identifiable event.

### The most we will pay for your buildings or your contents

The most we will pay for any claim for your buildings or your contents is the sum insured shown on your schedule, less any applicable excess. This does not apply to amounts payable under 'Additional things we will pay for when you have insured your buildings', or 'Additional things we will pay for when you have insured your contents', or 'Additional things we will pay for when you have insured your buildings or contents'.



## How we pay a claim for your buildings

When damage or loss occurs to your buildings, we will pay the cost of rebuilding your buildings or repairing the damaged portions to the same condition as when they were new. We will only do this when your schedule shows 'including replacement benefit'. If your schedule does not show 'including replacement benefit', and there is damage or loss to your buildings, your claim will be settled as shown on the inside of the back cover of this policy booklet.

We will also pay any additional costs required for your buildings to comply with government or local authority bylaws. We will not pay these additional costs if you were required to comply with these bylaws, and had not done so, before the damage or loss occurred. Where the damage is less than 50 per cent of the costs of rebuilding your buildings, we will only pay for the additional costs in the damaged portions.

Rebuilding or repairing your buildings must commence within six months of the damage or loss occurring, otherwise we will not pay any additional costs caused by any delay caused by you or any builder or supplier you engage or appoint for the repair or rebuilding work.

If it does not commence within six months, we will do one of the following:

- reinstate or repair your buildings to the condition they were in just before the damage or loss occurred
- pay you the cost of reinstating or repairing your buildings to the condition they were in just before the damage or loss occurred
- pay you the value of the land and your buildings just before the damage or loss occurred. We will reduce this payment by the value of your land and your buildings after the damage or loss occurred.

We decide which one we will do, but our choice will have regard to the circumstances of your claim and consider any preference you may have.

If we decide to repair rebuild or pay you the cost to repair or rebuild, we will only repair the damaged parts of your buildings

We don't pay for materials to match the undamaged parts of your building to create a uniform appearance.

- in the event of repairs, we will make a fair and reasonable attempt to match the repairs to undamaged areas, using the closest match available
- if you are not satisfied with the closest match, you are able to:
  - pay the extra cost of repairing undamaged areas to achieve a matching appearance; or
  - we will pay you what it would have cost us to repair the damaged area provided that cost is available to or actionable by you.

If the damage or loss was caused to your buildings by liquid escaping:

- from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the cost to repair or replace the bath, basin, sauna, spa, shower base or shower wall
- we will pay the cost to:
  - identify and locate where the liquid escaped from
  - replace the defective part from where the liquid escaped from.

If the rebuilding or repair is limited by government or local authority bylaws that reduce the floor area of your buildings, we will:

- pay the actual cost of rebuilding or repairing the reduced floor area of your buildings
- pay the difference between the actual costs of rebuilding or repairing the reduced floor area of your buildings and the estimated costs of rebuilding or repairing had the limit not applied.

Provided your sum insured is not totally used for a claim, we will also pay for any loss of land value following your claim. This loss must be as a result of government or local authority legislation that reduces the floor area of your buildings. Loss of land value is the difference between the value of the land just before the damage or loss occurred and the value of the land just after the damage or loss occurred. We will reduce the amount we pay you for the loss of land value by any amount that you receive as compensation for this loss. The most we will pay is the unused portion of your sum insured.

Where you are entitled to use bond money to pay for, or reduce the costs of any loss or damage, you must do so and the amount of that entitlement will be deducted from your claim.

## How we pay a claim for your contents

When damage or loss occurs to either:

- any item that consists solely of fabric
- carpet which is 10 years old or more
- any other contents item that is 15 years old or more, we will do one of the following:
  - replace the property with property of the same condition. The replacement property will be no better than the property replaced
  - repair the property to the same condition it was in before the damage or loss
  - we will pay you the cost of replacement or repair. Our payment will be reduced to allow for wear, tear and depreciation.

We decide which one we will do. When damage or loss occurs to any other contents item, we will do one of the following:

- replace the property with the nearest equivalent new property
- repair the property to the condition it was in when new
- pay you the cost of replacement or repair.

We decide which one we will do.

We will pay for carpets, wall, floor and ceiling coverings; internal blinds and curtains; but only in the room, hall or passage where the damage or loss occurred.

When a damaged or lost item is part of a pair, set, system or collection, we will only pay for the value of the item itself.

The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection.

We will either pay you the cost to replace the entire pair, set, collection or system or replace the entire pair, set, collection or system. We will only do this if the entire pair, set, collection or system is completely inoperable because of the loss or damage to a single item which cannot be replaced or a single replacement item does not complete the pair, set, collection or system to make it operational.

### **How we calculate the amount if we choose to 'pay you'**

In some circumstances we will choose to settle your claim by deciding to pay you. We will pay you the reasonable costs of what it would cost us to repair or replace the items provided the cost is available to or actionable by you.

### **What are some examples of when we do this?**

This may occur when the other settlement types under "We will decide how we settle your claim" are unable to be used or when it is the only way to settle your claim.

### **Calculation of the amount**

If we choose to settle your contents claim by paying you the reasonable cost to repair or replace the items we will calculate this amount in the following way.

#### **If it was based on the cost to replace the item included as part of your claim:**

- we will agree with you the appropriate replacement item to settle your claim
- we will obtain a quote from our supplier to replace the item and supply it to you
- we will use the quoted amount as the basis of the settlement
- the amount we pay you will not be more than contents sum insured in total and the maximum amount per item, set, pair, collection or system, as relevant.

#### **If it was based on the cost to repair the item included as part of your claim:**

- we will agree with you the repairs covered by your policy that are required to settle your claim
- we will obtain a quote from our supplier or repairer to repair the item for you
- the quote will include the details of the repairs required
- we will use the quoted amount as the basis of the settlement.

The amount we pay you will not be more than contents sum insured in total and the maximum amount per item, set, pair, collection or system, as relevant.

Where you are entitled to use bond money to pay for or reduce the costs of any loss or damage, you must do so and the amount of that entitlement will be deducted from your claim.

## **Loss of rent**

This section of the policy only applies when your schedule shows that you have requested cover for loss of rent.

It applies when accidental damage or accidental loss occurs on the same basis as set out in 'Section 1 – Buildings and contents'. We will pay when your buildings, or sections of your buildings, are unable to be lived in after the accidental damage or accidental loss has occurred.

The cover also applies when accidental damage or accidental loss to other property, located near your buildings, is damaged and access to your buildings or your contents is prevented.

We will pay the amount that is equal to the rent for the period when no one can live in your buildings or sections of your buildings. We will pay this for up to 12 months and the amount we pay will not be greater than the sum insured shown on your schedule.

## **Strata title mortgagee protection**

This section of the policy only applies when your schedule shows that you have requested cover for mortgagee protection. It applies when you own part of a building that has been subdivided, usually into strata title units, and you have a mortgage on that part of the building.

We will cover the part of the building that you own for any accidental damage or accidental loss on the same basis as set out in 'Section 1 – Buildings and contents'.

We will pay up to the amount you owe on your mortgage but no more than the sum insured shown on your schedule. We will pay this to your mortgagee when you are required to pay your mortgage in full following a loss. We will only pay this when the body corporate has not insured the buildings, or it has not insured the buildings for damage that you can claim for under this policy.

## **Rent default and theft by a tenant**

This section of the policy only applies when your schedule shows that you have requested cover for rent default and theft by a tenant.

### **When we will pay for rent default**

We will pay if your tenant either:

- leaves your building before the end of the tenancy period stated in the rental agreement and does not give you or your agent notice. We will pay up to 15 weeks rent, including a two week re-letting period
- stops paying rent owed to you or your agent. We will pay up to 15 weeks rent, with a six week re-letting period. The re-letting period is reduced to two weeks if a 'Notice to Leave' has been issued to the tenant
- is legally evicted from your buildings. We will pay up to 26 weeks rent, including a six week re-letting period.

We will pay the weekly amount your buildings are rented for. The most we will pay is \$15,000.

We will not pay you when your buildings are re-tenanted.

## Domestic or family violence cover

- a) If your tenant or any other person legally entitled to do so gives you a valid notice terminating the rental agreement or periodic tenancy agreement for your building because of domestic or family violence, or a competent Court or Tribunal issues an order terminating the rental agreement or periodic tenancy agreement for your building because of domestic or family violence, we will pay:
- the weekly amount your buildings are rented for, from the time of the termination until your building is re-tenanted, for up to a maximum of six weeks; and
  - any allowable reletting expenses you incur that are directly caused by the termination and which you are not legally entitled to deduct from the bond money.
- b) If a competent Court or Tribunal issues an order to remove a perpetrator of domestic or family violence from the rental agreement or periodic tenancy agreement for your building because of domestic or family violence, we will pay:
- the weekly amount your buildings are rented for during any period that your tenant stops paying rent owed to you or your agent as a direct result of the removal, for up to 15 weeks. If your building is being re-let, a sub-limit of 6 weeks applies to any period of re-letting; and
  - any allowable reletting expenses you incur as a result of the removal and which you are not legally entitled to deduct from the bond money.

The cover set out under a) and b) of this 'Domestic or family violence cover' subsection is subject to the \$15,000 limit set out earlier in this 'When we will pay for rent default' section. This limit is the maximum total payable per claim under this 'When we will pay for rent default' section.

We will not pay you when your buildings are re-tenanted.

We will not pay any claim under a) or b) above for any period that you have already claimed for, or are entitled to claim for, under the rent default cover set out in the first three bullet points of this 'When we will pay for rent default' section.

## When we will pay for theft by a tenant

We will pay if there is theft of any part of your buildings or your contents by your tenant or their visitors, or their visitors' children.

We will only pay for theft to:

- your buildings if you have insured your buildings under Section 1 of this policy. The most we will pay is the sum insured you have selected for your buildings, less any applicable excess
- your contents if you have insured your contents under Section 1 of this policy. The most we will pay is the sum insured you have selected for your contents, less any applicable excess.

## Paying claims

We will pay your claim for rent default, or theft, by your tenant or their visitors, or their visitors' children, of any part of your buildings and/or your contents.

We will only pay when you and your tenant have a rental agreement.

We will only pay for rent default if the tenant breaches the rental agreement.

The cover for rent default will not apply if the rent is in arrears at the commencement date of this insurance. The cover will not commence until the rent arrears have been paid, and the tenant has paid agreed rent in accordance with the rental agreement for a period of not less than four consecutive weeks.

When we pay a claim for rent and/or legal expenses, the claim will be reduced by the balance, if any, of any bond money remaining after deduction of allowable reletting expenses and any other costs or expenses you are legally entitled to deduct from the bond money you claim.

We will only pay a claim when you have taken all reasonable steps, legally available to you under the Residential Tenancies Act or other relevant legislation, to remedy non-payment and evict the tenant. Your claim for rent default ceases when the rental agreement could reasonably have been legally terminated by you.

If the rental agreement defaults to a periodical tenancy agreement, we will only pay two weeks rent after the tenant vacates the building without notice.

When you or your agent issues a 'Notice to Leave' to the tenant, the maximum rent payable under this policy will be two weeks from the date the tenant vacates the building.

We will not pay if your tenant leaves the building with or without notice, and you have failed to rectify a 'Notice of Remedy' breach issued by the tenant to you.

The terms stated in paragraphs 3, 6, 7, 8 and 9 of this 'Paying claims' section do not apply to any claims made under the 'Domestic or family violence cover' in the 'When we will pay for rent default' section.

## Excess

We will reduce the amount we pay you for your claim by the excess that applies to your buildings and/or your contents. The amount of your excess is shown on your schedule.

We will reduce the amount we pay you for your claim by the excess that applies to your buildings and/or your contents. The amount of your excess is shown in the 'Summary of Cover' section on your schedule.

## Additional things we will pay for when you make a claim for rent default and theft by a tenant

We will also pay legal costs you incur to either:

- legally evict tenants
- recover amounts owed to you by your tenants
- recover amounts for items stolen by your tenants, their visitors, or their visitors' children.

We will not pay legal costs to recover any amount owed to you solely for the payment of any excess applicable to any claim under this policy.

The most we will pay for your legal costs is \$7,500.

You should seek our agreement before incurring any out-of-pocket expenses to ensure you will be able to claim those costs back on your policy. If you do not obtain our agreement first, we will only pay reasonable costs up to the amount we would have agreed to pay had you obtained our prior agreement.



# Section 2

## Liability

This section of the policy only applies when your schedule shows that you have requested cover for liability.

In this section, there is an additional word that has a special meaning.

### Occurrence

It means either:

- a single incident that is not intended or expected
- a series of incidents or continuous or repeated exposure to substantially the same general conditions, which are either:
  - not intended or expected
  - have the same cause
  - attributable to the same source.

We will pay the amount you are liable to pay following an occurrence if your liability arises from any of the circumstances as follows. The occurrence that results in a claim must occur during the period of insurance. We will also pay any legal costs you have to pay in relation to the occurrence. This includes costs awarded against you.

The most we will pay, including costs, for any occurrence is the amount shown in your schedule. Where the occurrence takes place over more than one period of insurance, we will only pay the amount shown in your schedule once in respect of each occurrence.

## When we will pay

- if you have insured your buildings, we will pay the amount you have to pay as owner or occupier of your buildings
- if you have insured your contents, and you own part of a building that has been subdivided, we will pay the amount you have to pay as owner of your contents or occupier of your part of the building. We will not pay for an occurrence that happens in any common areas of the building
- if you have insured your contents, we will pay the amount you have to pay for any occurrence that happens because of any defect in your contents
- if you have a car park for your tenants or guests of your tenants, we will pay the amount you have to pay for damage to property while it is in the car park.

## When we will not pay

We will not pay claims arising from:

- penalties, fines or awards of aggravated, exemplary or punitive damages made against you
- use of motor vehicles, motorcycles, mini-bikes, aircraft or watercraft. this does not include ride-on mowers
- servicing, repairing or maintaining any vehicle
- personal injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you
- personal injury to any person you employ and that injury arises from their employment with you
- damage to, or loss of, property that belongs to you, or any member of your family who normally lives with you, or any other person who normally lives with you
- damage to, or loss of, property that belongs to any person you employ and that damage arises from their employment with you
- damage to, or loss of, property that is in your control, or the control of any member of your family who normally lives with you, or any other person who normally lives with you
- any alterations, servicing, repairing or any additions to lifts, escalators or hoists. This includes anything that is part of a lift, escalator or hoist
- vibration or interference with the support of land, buildings or other property
- any disease that is transmitted by you, or any member of your family who normally lives with you
- any business, profession, trade or occupation carried on by you. This does not include managing the buildings and their surrounds
- any alterations, repairs, renovations or additions to your buildings that cost more than \$50,000
- the erection or demolition of buildings
- any agreement or contract you enter into, except where you would have been liable without the agreement or contract
- any act of libel or slander.

We will not cover any:

- liability, cost or expense that arises or results from, or is in any way connected with, asbestos, whether directly or indirectly.

# What Section 1 And Section 2 Of The Policy Do Not Cover

We will not pay claims arising from:

- lawful destruction or confiscation of your property
- damage to a heating element. We will pay for any resultant damage following damage to a heating element.
- mildew, atmospheric or climatic conditions
- anything that you or anyone acting for you deliberately cause
- storm surge, the action of the sea, tidal wave, high water, tsunami or erosion. Landslide or subsidence except as detailed on page 8
- any event that does not occur within the period of insurance.

We do not cover:

- any loss, damage, liability, injury or death caused by, arising from, occasioned by or through or in consequence directly or indirectly of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution or military or usurped power
- any loss, damage, liability, injury, death, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
  - an act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or
  - any action taken to control, prevent, suppress, retaliate against, or respond to an act of terrorism
- mechanical, structural, electrical, hydraulic, or electronic breakdown or failure unless the breakdown or failure results in loss or damage to insured property. This exclusion does not apply to an electric motor burning out
- loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:
  - errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
  - any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event we cover you for under this policy except if caused by malicious damage or vandalism, or deliberate, or intentional damage. For example, we will not cover you if your property's security system cannot be used because of a cyber attack, but we will cover you for loss or damage from theft from your property as covered under this policy after your property's security system is impacted by a cyber attack

- loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data
- consequential loss except if specifically covered under this policy. This means we will not pay for direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation
- seepage, pollution or contamination, or any loss, damage, liability, injury, death, cost, expense, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination. This exclusion does not apply to the extent of any chemical contamination specifically covered under 'Additional things we will pay for when you have insured your buildings or contents'
- any loss, damage, injury or death arising from or directly or indirectly caused by, contributed to by, resulting from or in connection with a communicable disease, or the fear or threat (whether actual or perceived) of a communicable disease
- loss, damage, liability, injury or death caused by or arising from any nuclear, radioactive, biological or chemical material or the use, handling, transportation or storage of such material. This exclusion does not apply to the extent of any chemical contamination specifically covered under 'Additional things we will pay for when you have insured your buildings or contents'.

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

## Section 3

# Workers' Compensation

This section of the policy only applies when your schedule shows that you have requested cover for workers' compensation for persons employed in connection with owning, operating and managing the buildings.

Some circumstances make workers' compensation compulsory if you have employees. If you are unsure, check with your local Workers' Compensation Authority.

We will pay the amount you are liable to pay if a person you employ is injured while working for you. We will only pay if the person is doing work for you in respect of owning, operating and managing the buildings insured under Section 1. We will not pay if the person is working for you in your business, profession, trade or occupation.

The amount we will pay is subject to the relevant workers' compensation legislation in your state or territory.

Please refer to page 1 under 'Who is the insurer'.

## Important Information

### When your insurance cover does not apply

Your insurance for your buildings and your contents will not apply if, for a continuous period of 90 days or more, no one has lived at your situation.

You can ask us to provide cover if no one is going to be living at your situation for more than 90 days. If we agree to provide cover, we will advise you in writing.

### You cannot give your rights away

You cannot give anyone else an interest in this policy without our written consent.

### What you are required to do for us

- you must pay us the premium for this insurance
- you must tell us as soon as reasonably possible of anything that changes the facts or circumstances relating to your insurance
- you must take reasonable precautions to prevent anything which could result in a claim under this policy
- take reasonable steps to ensure that you or anyone acting on your behalf, obeys all relevant laws
- you must comply with the conditions of this policy.

### Cancelling your policy before the due date

You can cancel this policy at any time. To do this you must ask us in writing. The policy will end when we receive your request.

We can cancel this policy if you do any of the following:

- make a misleading statement to us when you apply for your insurance
- fail to tell us anything you should tell us when you apply for this policy, renew this policy and when you change or reinstate this policy
- fail to comply with the conditions of this policy
- fail to pay the premium for this insurance as described under 'What happens if you don't pay on time'
- are not fair and open in your dealings with us
- make a claim during the period of this policy that is not true. The claim does not have to be under this policy and can be with us or another insurance company.

We may cancel this policy if you fail to notify us of a change in the circumstances of the risk during the period of insurance.

If we cancel this policy, we will advise you in writing. To do this, a notice will be delivered or posted to you.

## Return of premium if your policy is cancelled before the due date

If your policy is cancelled before the due date:

- we will keep the premium for the period that the policy was in force
- we will return to you the premium for the period from the date the policy ended to the due date of the policy.

## How the Goods and Services Tax affects your claim

Where we make a payment under this policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

## The law that applies to this policy

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this policy is issued.

## How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

## How To Make A Claim

Please contact your nearest CGU Insurance office when something happens for which you believe you can make a claim.

## What you must do when you make a claim

You must make your claim as soon as reasonably possible after you suffer a loss. If you do not make it within a reasonable time, we may reduce what we pay you by an amount to take account of any disadvantage we suffer by the delay.

You must also:

- take all reasonable steps to stop any further loss from occurring
- advise the nearest police station if your property is lost or stolen, vandalised or maliciously damaged. We may ask you to give us a written report from the police. If we ask you and you are unable to obtain a written police report, please contact us to discuss alternatives
- keep the property that has been damaged so we can inspect it at a reasonable mutually agreed time and place if required
- tell us about any prosecution or inquest that may be held
- send us any document relating to your claim as soon as reasonably possible.

## What you should not do when you make a claim

You should not repair or replace any damaged property without our consent. You should seek our agreement before incurring any out-of-pocket expenses to ensure you will be able to claim those costs back on your policy. If you do not obtain our agreement first, we will only pay the reasonable costs. Refer to the 'Calculation of the amount' section of this document for information in relation to what are reasonable costs.

## What you must not do when you make a claim

You must not pay, promise to pay, or offer payment, or admit responsibility for a claim.

## You give us your rights to claim from anyone else

If you have a right to claim against someone else for a claim you made under this policy, you give us your rights to make that claim. You also give us your rights to conduct, defend or settle any legal action and to act in your name.

You must not do anything unreasonable which prevents us from doing this and you must give us all the information and cooperation that we reasonably require in connection with the conduct of proceedings. We will act reasonably in exercising our discretion in the conduct and defence of any legal proceedings and in the settlement of any claim while we conduct any recovery action. We will keep you reasonably informed and updated with the progress of proceedings.

We will only request information or cooperation that is relevant to our entitlement to make a claim against anyone else, or conduct, defend or settle any legal action, and we will tell you why it is needed.

## Claim payment examples

These Claim payment examples show you how a claim settlement may be calculated based on some practical scenarios. Any actual claim settlement amount will depend upon the facts of each case. For the purpose of the scenarios you are not registered for GST.

Claim Example 1	
<b>Cover type</b>	Building Insurance
<b>Buildings sum insured</b>	\$250,000
<b>Excess</b>	\$100
<b>Loss or damage</b>	Storm damage to your roof.
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>We arrange for a builder to repair your roof for \$4,000</li> <li>We pay the builder \$3,900</li> <li>We ask you to pay the builder the \$100 excess.</li> </ul>

Claim Example 2	
<b>Cover type</b>	Building and Contents Insurance and loss of rent
<b>Building sum insured</b>	\$300,000
<b>Contents sum insured</b>	\$50,000
<b>Loss of rent sum insured</b>	\$15,000
<b>Excess</b>	\$100
<b>Loss or damage</b>	<p>Your buildings and contents are partially destroyed by fire.</p> <p>We agree that your tenant is unable to live in your buildings and you suffer loss of rent.</p>
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>We choose to pay you directly for the damage</li> <li>We pay you \$25,900 as follows</li> <li>Building repairs \$15,000</li> <li>Content replacement \$5,000</li> <li>Loss of rent \$6,000</li> <li>Less excess \$100</li> <li>Total \$25,900.</li> </ul>

Claim Example 3	
<b>Cover type</b>	Rent default and theft by a tenant
<b>Excess</b>	\$100
<b>Loss</b>	Tenant stops paying you rent (VIC or NSW).
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>We assess your rent default at \$8,000</li> <li>Less applicable excess, \$100</li> <li>We settle your claim for \$7,900.</li> </ul>

Claim Example 4	
<b>Cover type</b>	Liability
<b>Loss or damage</b>	Liability to pay for damages for personal injury to a third party
<b>How we settle your claim</b>	<ul style="list-style-type: none"> <li>We pay the legal costs of \$10,000</li> <li>We pay the medical expenses incurred by the third party of \$22,000.</li> </ul>

# How We Pay A Claim For Your Buildings When Your Schedule Does Not Show 'Including Replacement Benefit'

When damage or loss occurs to your buildings, we will do one of the following:

- reinstate or repair your buildings to the condition they were in just before the damage or loss occurred
- pay you the cost of reinstating or repairing your buildings to the condition they were in just before the damage or loss occurred
- pay you the value of the land and your buildings just before the damage or loss occurred. We will reduce this payment by the value of your land and your buildings after the damage or loss occurred.

We decide which one we will do. Our choice will have regard to the circumstances of your claim and consider any preference you may have.

If we decide to repair, rebuild or pay you the cost to repair or rebuild, we will:

- only repair the damaged parts of your property.

We don't pay for materials to match the undamaged parts of your property to create a uniform appearance. In the event of repairs, we will make a fair and reasonable attempt to match the repairs to undamaged areas using the closest match available. If you are not satisfied with the closest match, you are able to:

- pay the extra cost of repairing undamaged areas to achieve a matching appearance, or

We will pay you what it would have cost us to repair the damaged area provided that cost is available to or actionable by you.

We will not pay any costs for replacing undamaged property.

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

**Insurer**

Insurance Australia Limited

ABN 11 000 016 722

AFSL 227681

trading as CGU Insurance

**Preparation date:** 13/06/2025

**Aon**

Level 33, 201 Kent Street

Sydney NSW 2000

02 9253 7000

Toll Free 1300 659 266

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

Aon Risk Services Australia Limited

ABN 17 000 434 720

