

# landlord's home unit contents policy



CHU Underwriting Agencies Pty Ltd (AFS Licence No: 243261) ABN 18 001 580 070 is an underwriting agency acting on behalf of the insurer: QBE Insurance (Australia) Limited ABN 78 003 191 035 (AFS Licence No: 239545)

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# Important information

## Authority to act on our behalf

CHU Underwriting Agencies Pty Ltd is a specialist strata insurance agency and holds an Australian Financial Services licence to issue and advise on general insurance products. CHU has binding authority to issue insurance policies on behalf of the Insurer. The Insurer is QBE Insurance (Australia) Limited.

# Introduction

## Claims

This Policy does not provide cover in relation to events which occurred before this contract was entered into.

## Liability assumed under agreement

Liability cover provided by this Policy does not cover liability which You have agreed to accept unless You would have been so liable in the absence of such agreement.

The Policy, Schedule, Certificate, Definitions, Exclusions and Provisions are to be read together. Any word or expression wherever appearing, to which specific meaning has been given shall mean the same wherever it may be repeated unless otherwise specifically stated. Marginal notes or headings do not form part of the Policy but are used solely for identification.

# Definitions

Wherever appearing in this Policy:

## Aircraft

shall mean any aeroplane, helicopter, balloon, hang glider or other machine or device that can derive support in the atmosphere from the reaction of the air.

## Contents

means the property described below and contained in the Lot at the Situation specified in the Schedule belonging to You or for which You are legally liable:

- a** household goods, linen, furnishings and furniture, portable domestic appliances and utensils
- b** fixed and unfixed carpets, internal blinds and light fittings
- c** fixed coverings to walls, floors and ceilings (New South Wales).

BUT CONTENTS SHALL NOT MEAN:

- a** any property belonging to the tenant(s) and/or their visitors
- b** Proprietors fixtures and improvements of a structural nature insured under the Building insurance of the Body Corporate.

## Electronic Data

means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

## Flood

means the inundation of normally dry land by water which escapes or is released from the normal confines of any natural or artificial water course, lake, reservoir, canal, or dam.

## Indemnity

means the cost of reinstatement of the property destroyed or damaged at the time of such destruction or damage, less an allowance for wear, tear and depreciation.

## The insured/you/your

means the insured named in the Schedule.

## Lot

means the space inside the walls, ceilings and floor of Your unit and inside any garage or storage cupboard which You own in relation to Your unit.

## Proprietors fixtures

means any structure or fixture forming part of Your Lot or attached after the Strata Plan was registered and which is exclusively for the use and enjoyment of the Lot. It does not include a wall, floor or ceiling.

## The sea

means oceans, seas, bays, ports or tidal waters.

## Schedule or certificate

means the document, with the most recent date, issued on the Company's usual form (or other document which takes the place of the Schedule) which shows Your Policy number and important details of Your cover.

## Storm

means violent wind sometimes combined with thunder, heavy falls of rain, hail or snow. Storm does not mean persistent bad weather nor does it mean heavy or persistent rain by itself.

## Storm surge

means the short period rise or fall of sea level produced by a cyclone.

## Terrorism, Act of Terrorism

means an 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:

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

### Tsunami

means a tidal wave caused by a disturbance or seismic movement of the ocean floor.

### Vehicle

shall mean any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and includes any trailer or caravan made or intended to be drawn by any such machine but does not mean wheelchairs or garden appliances or golf buggies, not requiring registration.

### Watercraft

shall mean any vessel or craft intended to travel on or through water.

### We/us/our/insurer/company

means the company named in the Schedule as the Insurer.

## Insuring agreement

Subject to Your paying or agreeing to pay the initial and any subsequent renewal premium in amounts we require, we will indemnify You up to the limits specified in the Schedule for loss or damage to the Contents insured by this Policy as a result of the Defined Events occurring during the Period of Insurance.

Subject to the terms, exclusions and conditions contained in, endorsed on or attached to the Schedule, which forms part of this policy contract.

PROVIDED THAT:

- a any claim for fixed coverings to walls, floors and/or ceilings shall be limited to the room, hall or passage in which the loss or damage occurs
- b the claim shall be reduced by the amount of any Bond or other surety of the tenant which may be applied wholly or in part in respect of the loss or damage.

### Notes:

- a We may, at Our option, settle any claim by payment, replacement, restoration or repair. This Policy is based upon the information provided in the proposal form which by Your signature is declared to be true and which by agreement is incorporated in this contract
- b This Policy is a contract of indemnity unless You have selected and we have accepted inclusion of the Optional Reinstatement and Replacement Cover
- c Where Reinstatement and Replacement cover applies, claims are settled on a new for old basis with no deduction made for wear, tear and depreciation.

### Amount payable by you if a claim is made

For each claim or series of claims arising out of the one event You must pay the amount shown as excess in the Policy Schedule or Certificate.

## Defined events

- 1** Fire, explosion, lightning and thunderbolt or earthquake.
- 2** Riot, civil commotion, labour and political disturbances.
- 3** Water or oil accidentally escaping from tanks, pipes or fixed heating and/or cooling systems.
- 4** Impact by aircraft or aerial devices or articles dropped from them
- 5** Impact by:
  - a** any road vehicle or non-domestic animal,
  - b** falling trees or branches, but excluding loss or damage during felling or lopping operations
  - c** television or radio aerials or masts.
- 6** Theft, but excluding theft by the tenants and/or their visitors, or of property in the open air.
- 7** The deliberate and intentional act of any person other than You or Your tenants.
- 8** Storm and/or tempest and/or rainwater  
BUT EXCLUDING loss or damage caused by:
  - a** flood
  - b** the action of the sea, high water or tsunami
  - c** erosion, subsidence, landslide, mudslide or any earth movement.
- 9** Accidental breakage of glass forming part of furniture, light fittings and mirrors  
BUT EXCLUDING glass which is normally carried by hand, vases, ornaments, crystal, china, crockery and the like.
- 10** Fusion, which is the burning out of any motor (not exceeding 2 kilowatts) by electric current,  
BUT EXCLUDING damage to lighting or heating element, fuses or protective devices or to electrical contacts where sparking or arcing occurs during ordinary use.

## Additional benefits

The cover provided by this Policy extends to include:

### Loss of rent

Where the Lot is uninhabitable as a result of a claim which is payable under this policy or the Building insurance of the Body Corporate, We will pay You an amount equal to the loss of the rentable value for the period of uninhabitability up to an amount not exceeding Two Thousand Dollars (\$2,000) PROVIDED THAT the amount payable shall be reduced by:

- a** any amount recoverable under any other policy of insurance covering the Loss of Rent in respect of the Lot specified in the Schedule
- b** any rent which is paid by the tenant during the period in which the Lot is uninhabitable.

Any payment under this benefit shall cease when the repairs to the loss or damage are completed AND SHALL NOT include any period when the Lot is untenanted after the completion of repairs.

### Legal liability

We will indemnify You for all sums which You are legally liable to pay as OWNER OF THE LOT and its contents as compensation for:

- a** bodily injury, death or illness
- b** loss or damage to property

occurring during the period of insurance as a result of an accident up to a Limit of the sum insured shown in the schedule for any one occurrence or series of occurrences arising out of one event.

In addition We will pay all law costs and all charges and expenses:

- a** incurred with Our written consent in the settlement or defence of claims or litigation arising therefrom
- b** recoverable from You by any claimant.

#### WE SHALL NOT BE LIABLE FOR CLAIMS:

- a** in respect of bodily injury to any person employed by You
- b** in respect of damage to property:
  - i** belonging to You
  - ii** belonging to any person employed by You
- c** arising out of Your business, profession, trade or occupation other than as Owner and Landlord of the Lot specified in the Schedule.
- d** arising out of or involving the use of:
  - i** lifts, escalators or hoists
  - ii** vehicles (other than garden appliances which do not have to be registered), watercraft, aircraft or aircraft landing areas.
- e** arising out of alterations, repairs, additions or decorations to Your Lot which cost more than Twenty Thousand Dollars (\$20,000)
- f** arising from vibration or interference with support of land, buildings or other property
- g** which arises because of Your liability under an implied or expressed contract
- h** arising out of ownership of the Building and its Common Contents.

#### Automatic reinstatement

We will reinstate the Sum Insured in full after payment of a claim other than when the claim is a total loss.

## Reinstatement and replacement cover (optional)

(Not included in the Policy unless indicated in the Schedule).

In the event of Contents being lost, destroyed or damaged as a result of any of the Defined events we will pay the cost of replacement as new without deduction in respect of depreciation. We may elect to repair or replace any item instead of paying You its value.

This Reinstatement and Replacement cover on Contents does not include:

- a** clothing or household linen
- b** contents more than ten (10) years old from the date of purchase when new
- c** carpets unless the carpet actually destroyed or damaged is more than 25% of the area of carpet which is of the same specification, colour or design.

#### SPECIAL CONDITIONS TO REINSTATEMENT AND REPLACEMENT COVER

- 1** All other insurances covering the property shall be on a similar Reinstatement and Replacement basis
- 2** In no case shall our liability exceed the amount stated against each item in the Schedule
- 3** No payment shall be made beyond the amount which would have been payable under the Policy if this Reinstatement and Replacement cover had not been incorporated in the Policy until the cost of reinstatement shall have been actually incurred.

## General exclusions

THIS POLICY DOES NOT COVER:

### Asbestos

We do not insure You against any liability to pay compensation for Personal Injury or Property Damage caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.

### Electronic Data

Losses to Electronic Data arising out of fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact, aircraft and/or other aerial device and/or articles dropped therefrom, sonic boom, theft which is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such Electronic Data, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising, storm and/or tempest and/or rainwater and/or wind and/or hail, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

### Nuclear materials

loss, destruction, damage, or liability by or arising from radioactivity or the use, existence or escape of nuclear weapons materials or ionizing radiation from or contamination by radioactivity, from any nuclear waste from the combustion of nuclear fuel.

### Terrorism

Death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Policy also excludes death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

## War or expropriation

any loss or damage or consequential loss caused directly or indirectly by war, acts of war (whether war is declared or not), rebellion, insurrection, military or usurped power, or by confiscation, nationalisation, requisition, destruction or damage by or by the order of any government or public or local authority.



# General conditions

## Making a claim

When You suffer any loss or damage or if an event occurs which may result in a claim, You must:

- 1** tell Us immediately in writing the full details of the loss, damage, injury or illness and forward to Us any writs, summons or other communications received in respect of the claim without any delay
- 2** provide Us with all certificates, information and evidence We reasonably require
- 3** not negotiate, admit responsibility or offer or agree to settle any claim without Our written consent
- 4** immediately inform the Police of all incidents of theft or deliberate or intentional damage or of any attempts to commit these
- 5** take all reasonable precautions to prevent further loss or damage.

## We are entitled to:

- 1** take over and conduct in Your name the defence or settlement of any legal action in respect of any claim
- 2** seek any legal remedy in Your name to recover any payment We have made under the Policy
- 3** have full control of any negotiations or proceedings including settlement of any claim against You
- 4** receive all the information and assistance We require from You

## Other insurances

You must give us details of any other insurances taken out by You or on Your behalf which insures the event You are claiming for under this Policy.

## Unoccupancy

Cover under this Policy shall be entirely SUSPENDED (unless We have given You Our written consent) if the Lot is vacant and unable to be leased to a tenant for a period in excess of ninety (90) consecutive days.

## Fraudulent claims

Where a claim is made fraudulently by You or any other person We will refuse payment of any part of the claim and may seek repayment of any sums previously paid. In addition We may cancel the contract pursuant to the Insurance Contracts Act 1984.

## Cancellation

- 1** You can cancel this Policy at any time in which case We will retain the customary short period premium for the time the Policy has been in force
- 2** We may cancel this Policy by giving You written notice to that effect where You have
  - a** failed to comply with the duty of utmost good faith
  - b** failed to comply with the duty of disclosure at the time when the Policy was entered into
  - c** made a misrepresentation to Us during the negotiations for the Policy before We entered into the Policy
  - d** failed to comply with a provision of the Policy
  - e** failed to pay the premium
  - f** made a fraudulent claim under this Policy or any other policy of Insurance (whether with Us or some other insurer) that provided insurance cover during any part of the period during which this Policy of Insurance provides insurance cover
  - g** failed to notify Us of any specific act or omission where such notification is required under the terms of insurance
- 3** We may cancel this Policy pursuant to any right at law or where material facts have altered but subject to the provisions of the Insurance Contracts Act 1984.

When We cancel the Policy it will have effect from whichever of the following times is the earliest:

- 1** the time when another Policy of Insurance replacing this Policy is entered into  
or
- 2** 4.00 o'clock in the afternoon of the third business day after the day on which notice was given to You.

When We cancel this Policy we will repay on demand a rateable proportion of the premium for the unexpired period of insurance from the date of cancellation.

# Notes

## **New South Wales**

Level 5  
1 Northcliff Street  
Milsons Point 2061  
Tel: 1300 361 263  
Fax: 1300 361 269

## **Queensland**

6th Floor  
445 Upper Edward Street  
Spring Hill 4000  
Tel: 07 3832 4880  
Fax: 07 3832 0367

## **Victoria**

Level 30  
459 Collins Street  
Melbourne 3000  
Tel: 03 8695 4000  
Fax: 03 9620 0606

## **Western Australia**

1050 Hay Street  
West Perth 6005  
Tel: 08 9322 1722  
Fax: 08 9481 6017

## **South Australia**

12 Tucker Street  
Adelaide 5000  
Tel: 08 8232 2922  
Fax: 08 8232 2924

email: [info@chu.com.au](mailto:info@chu.com.au)  
web: [www.chu.com.au](http://www.chu.com.au)



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