



# LANDLORD EXTRA PROTECTION

## Policy Wording and Product Disclosure Statement

Preparation Date: 10 April 2020

### Introduction

This document contains important information designed to help You:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

You need to decide if this insurance is right for You and You should read this document and all of the documents that make up the Policy carefully to ensure You have the cover You need.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

### Insurers and the underwriting arrangement

This Product Disclosure Statement and insurance is issued by the insurer The Hollard Insurance Company Pty Ltd (Hollard) ABN 78 090 584 473 AFS Licence No. 241 436. In arranging this insurance Ukawa Pty Ltd trading as St George Underwriting Agency ABN 59 009 357 582 AFS Licence No. 236 663 acts as an agent of Hollard and not as Your agent.

### Summary of Available covers

Cover Type	This is a limited summary only and not a full description of the covers. Please see the relevant Section in the Policy for the full terms and conditions (including any exclusions and limitations that apply).
Section 1 - Deliberate Damage and Theft by Tenants	This Section covers You for physical loss or physical damage arising from deliberate, intentional or malicious acts <b>and acts of theft</b> to the Building or Contents by the Tenant, except when the act results in a fire or explosion (see Section 4).
Section 2 - Rent Loss Caused by Tenant Damage	You are covered for loss of rent, payable by the Tenant, which arises from damage covered under Section 1.
Section 3 - Court Legal Expenses	This covers You for court costs incurred in pursuing recovery of a rent loss arising from an event insured under Section 2.
Section 4 - Contents	This provides cover to You for damage to Contents at the risk address caused by Defined Events up to \$30,000 and Deliberate Damage by Tenants which results in fire or explosion to Building and/or Contents up to \$50,000. This Section also covers You for Your legal liability as owner of the insured property for bodily injury or property damage up to \$20,000,000 for any one accident or series of accidents arising from one event.
Section 5 - Loss of Rent (Defined Events)	We cover You for loss of rent in the event that the Building or Contents is damaged by any of the Defined Events in Section 4 so as to become untenable.

UKAWA PTY LTD ABN 59 009 357 582 t/as

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## Understanding Your Policy and its important terms and conditions

This document describes the features and benefits of the product by setting out the terms, limits, conditions, exclusions and defines any words with special meaning of the insurance. To properly understand the Policy's significant features, benefits and risks You need to carefully read:

- a. about each of the available covers provided in Sections 1 to 5;
- b. the rest of this "Introduction" section - this sets out how You apply for cover, the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Your Cooling off rights, renewals, Our privacy information and Our dispute resolution procedures;
- c. "Definitions" section - this sets out the special meaning of certain words used in the Policy. In some cases, certain words might be given a special meaning in a particular section of the Policy when used;
- d. "General Exclusions - Applying to all Sections" - this sets out the general exclusions and limits that apply to all covers and benefits;
- e. "General Conditions - Applying to all Sections" - this sets out certain general rights and obligations that You and We have. If You do not meet them We may be able to refuse to pay a claim subject to the relevant law;
- f. "Other Information" section - this explains other important information in relation to Your duty of disclosure, privacy, renewals and dispute resolution;
- g. the Schedule and any endorsements or other written changes to the standard cover We issue to You with - these contain specific details relevant to You and can affect the cover.

## Applying for cover

When You apply for the Policy by completing Our application We or Our representative will agree with You on things such as: the Period of Insurance; Your premium; what property You want to cover; the limits You want for certain covers (if optional); excesses that will apply to You or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the Schedule We issue to You.

The premium We charge varies according to the location where Your Premises is situated. You will also have to pay certain amounts in relation to compulsory government charges (e.g. Stamp Duty and GST) plus any additional charges of which We tell You. These amounts will be set out separately on Your Schedule as part of the total premium payable.

## Cooling-off and cancellation rights

You have a cooling-off period and cancellation rights under the Policy (see "General Conditions - Applying to all Sections" section for details).

## Basis on which We insure You

Where We agree to enter into a Policy with You it will be based on the information provided in Your proposal and subject to payment of the required premium by the required date.

The Policy is made up of:

- Your Application;
- this Policy document, which sets out the standard terms and conditions of Your cover, including its limitations and exclusions;
- the Schedule, which shows the insurance details relevant to You. It may include additional terms and conditions (including any exclusions and limitations) relevant to You that amend the standard terms of this document as well as any additional benefits You may be covered for; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS) which may vary or modify the above documents.

These are all important documents and should be carefully read together as if they were one document to ensure that You are satisfied with the cover. All Policy documentation should be kept in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

If You require further information about the Policy or wish to confirm a transaction, call Us on (08) 9417 8501.

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## The cost of this insurance

We consider various factors to calculate Your premium, such as:

- Your Sum Insured;
- location of the insured property;
- Your claims experience.

The premiums payable by You are subject to applicable Commonwealth and State taxes and charges such as the Goods and Services Tax, Stamp Duty, Emergency Services Levy (where applicable) and SGUA's administration fee. The amount of these taxes, duties and/or fees will be shown in Your Policy Schedule.

## Excesses

Your excess is the amount that You agree to contribute at the time that a claim is paid. The excess selected for Your Building and/or Contents will be clearly documented in Your Policy Schedule.

Your standard excess applies to each and every claim unless stated otherwise.

## Underinsurance

It is Your responsibility to ensure that the nominated sums insured are adequate, You should continue to reassess these sums insured during the currency of the Policy and prior to renewal each year.

## Information on this Product Disclosure Statement (PDS)

This Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) depending on Your circumstances. Only the parts of this Policy Document relevant to cover provided to You as a retail client and any other documents We tell You are included, make up the PDS for the purposes of the Act.

Information in the PDS may need to be updated from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or a supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms such as publishing it on our website at [www.sgua.com.au](http://www.sgua.com.au) or

keep an internal record of such changes.

You can obtain a paper copy of any updated information without charge by calling Us on the telephone number provided on the front cover of this Policy Document.

## Definitions

**“Building”** means the property described below at the Risk Address shown in the Schedule but excluding any items for which a Tenant is legally liable under the terms of a Lease or similar agreement:

- a. the dwelling house, residential flat or home unit and all domestic outbuildings;
- b. structural domestic improvements including:
  - i. built-in furniture
  - ii. paths, driveways, terraces, walls, gates, fences, masts, aerials and clothes lines
  - iii. permanently fixed swimming pools, saunas and spas and associated equipment but not inflatable pool covers
- c. pipes, ducts, wires, cables, meters and switches, all of which supply the Building with either light, heat, cooling, telephone, gas, water, drainage or sewerage
- d. fixed (non-portable):-
  - i. room heaters, stoves, air conditioners, fans, light fittings and hot water systems
  - ii. appliances or equipment attached to the gas, plumbing, drainage or sewerage systems, or to the electrical systems other than those items which plug into power points
- e. exterior blinds and awnings and fixed wall, ceiling or floor coverings other than carpets

**“Contents”** means the property described below in the Premises for the use of the Tenant and belonging to You:

- a. fixtures, fittings, furniture or carpets
- b. Household Goods and furnishings other than those described in (d) below;
- c. in respect of strata title properties – temporary walls, floor and ceiling covers, structural improvements and decorations particular to a certain lot which the body corporate or similar is not required by law to insure;

- .....
- d. antiques, works of art, collections of any kind and electronic equipment not fixed in the Premises, provided that such items are specified in the Schedule, and provided also that this definition (d) does not include refrigerators, stoves, washing machines or clothes dryers
  - e. swimming pools not permanently fixed.

**“Contents”** shall **not** mean motor vehicles (other than garden implements used for private purposes), motor cycles, caravans, trailers, watercraft and aircraft (other than model aircraft) or any accessories in or on the aforesaid items, plants or shrubs or trees in gardens, animals, birds or fish, furs, jewellery, gold/silver articles, documents and money.

**“Deliberate Damage”** means damage arising from an intentional or deliberate act (which does not include an omission) by the Tenant where the damage:

- a. can be shown to have been foreseeable by a reasonable person; and
- b. occurred whilst the Tenant occupied the Premises; and
- c. was not noted on the Property Condition Report at the beginning of the tenancy.

**“Deliberate Damage”** also includes Theft by Tenants as described in Section 1.

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

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

**“Floorcoverings”** means material used to cover the floor of a room. Floorcoverings includes:

- carpet;
- rugs;
- floating floorboards; and
- tiles.

**“Household Goods”** means goods used in the Building which:

- i. are consumable; or
- ii. have a short-term life (for example - kettles, cutlery, kitchen utensils, manchester, linen); or
- iii. are non-electrical goods used for housekeeping/cleaning purposes such as mops, dustpans etc.

**“Indemnity Basis”** We will deduct an amount for depreciation based on the original age of the damaged item before the claim occurred.

**“Lease”** means a written and enforceable lease, as a domestic rental property, of the risk address stated in the Schedule between You and the Tenant, complying with state legislation, for a term of three (3) months or more.

**“Period of Insurance”** means the period during which cover is provided under the Policy as shown in the Schedule. Any period for which the Policy is renewed is treated as a separate Period of Insurance.

**“Policy”** means this document, the Schedule, and any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS) which may vary or modify the above documents, all to be read together as a single document.

**“Premises”** means the Building and land encompassed by the Lease.

**“Schedule”** means the relevant document We issue including on renewal or variation of the Policy. The Schedule shows Your Policy number, together with the details of Your cover including the sections of the Policy which apply to You. Coverage for any section is indicated where a dollar amount is listed next to it.

**“Storm”** means violent atmospheric disturbance which may be accompanied by rain, hail, snow or sleet. Storm does not mean persistent bad weather, or intermittent rain, persistent rain or heavy rain by itself but includes a flash flood.

**“Subletting”** means to rent all, or part of a property from one who is a Tenant rather than the Landlord.

**“Tenant”** means the tenant under Lease and includes any immediate family of the tenant residing at the Premises.

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**“Window Coverings”** means decorations for a window comprising of:

- blinds
- shutters
- curtains
- drapes, swags, valances

**“We” “Us” “Our”** means St. George Underwriting Agency acting as an agent of the insurer, The Hollard Insurance Company Pty Ltd.

**“You” “Your” “Yourself”** means the insured named in the Schedule.

## Section 1 - Deliberate Damage and Theft by Tenants

### Deliberate Damage

If Your Schedule specifies that You are covered under this Section, We will insure You for losses arising from Deliberate Damage done to the Building and/or Contents by the Tenant (subject to the other terms and conditions of the Policy).

We will **not** cover You for Loss or Damage to Household Goods (refer to **Definitions**).

### Theft by Tenants

This Section is extended to cover theft by Tenants occurring during the Period of Insurance, subject to the following conditions:

- i. Theft constitutes a crime and must be reported to police;
- ii. Each claim is subject to an excess payable by You of \$250;
- iii. Loss or disappearance or non-return of remote controls or keys does not constitute theft.

We will insure You for the cost of re-keying locks following a court-ordered eviction up to a maximum of \$1,000 any one claim.

### Provided that:

- i. no claim will be admitted until such time as any monies collected under the state legislation applicable to residential tenancies are exhausted.
- ii. Claims under this Section 1 are subject to depreciation of the cost of replacement of the damaged property, such depreciation is to be based on the degree of wear, tear and deterioration and/or the remaining amount of normal useful life of the property prior to the occurrence of the loss or damage.

- iii. Fire or explosion which arises from Deliberate Damage by the Tenant is excluded from this Section 1 (refer to Section 4).
- iv. It is a condition of this Section of the Policy that You and/or anyone acting on Your behalf take all available steps to minimise Your loss or damage. Failure to take all available steps may result, to the extent permitted by law, in Your claim being reduced.
- v. it is a condition of this Section that the actions of the property manager appointed by You to manage the insured property shall be deemed to be Your actions.
- vi. The maximum limit of indemnity applicable to all costs associated with methamphetamine and/or illicit drug contamination in the property is \$50 000. The acceptance of a claim under this sub-limit is subject to the submission of an approved laboratory test which indicates that the level of contamination within the property is found to exceed legally acceptable levels.
- vii. Cover is unavailable to properties with Leases in a company name unless pre-authorised by SGUA.
- viii. We will not cover You for Loss or Damage to Household Goods (refer to Definitions).

The most We will pay for all claims under this Section 1 is \$50,000 during the currency of any one Lease.

## Section 2 - Rent Loss Caused by Tenant Damage

We will insure You (subject to the other terms and conditions of the Policy) for loss of rent under a Lease suffered during the Period of Insurance, that arises from the Premises being unfit to inhabit for at least 7 days caused by Tenant Damage for which a claim under Section 1 has been accepted.

The total payable by Us will not exceed the lesser of fifty-two (52) weeks rent or \$65,000 during the currency of any one Lease, but We will not pay more than the weekly rent amount in the Lease up to a maximum of \$1,250 per week.

### Provided that:

- i. no claim shall be admitted under this Section until such time as any monies collected under the state legislation applicable to residential tenancies are exhausted.
- ii. cover is unavailable to properties with leases in a company name unless pre-authorised by SGUA.

- .....
- iii. Rent loss which results from fire or explosion caused by Deliberate Damage by the Tenant is excluded, to the extent permitted by law, from this Section 2 (refer to section 5).

It is a condition of this Section of the Policy that You and/or anyone acting on Your behalf take all available steps to minimise rent loss.

We may, reduce or refuse Your 'Rent Loss Caused by Tenant Damage' claim if You or Your property manager fails to pursue or delays pursuing a court or tribunal order for the eviction of the Tenant following the expiry of the breach or termination notice.

The above processes should be followed in accordance with the relevant Tenancy Act in the State or Territory in which Your property is located.

Furthermore, it is a condition of this Section that the actions of the property manager appointed by You to manage the insured property shall be deemed to be Your actions.

### Section 3 – Court Legal Expenses

We will insure You for legal expenses incurred for the purposes of recovering any amount payable under Section 2, comprising court application and/or court lodgement fees and/or court-appointed bailiff/sheriff fees.

We will further insure You for Your property manager's fees but only for attending the court or tribunal on Your behalf.

#### Provided that:

- a. The fee amount and structure are agreed in the management agreement with Your property manager prior to the commencement of court action; and
- b. The maximum amount payable under proviso (a) arising from any one claim is \$500.

The maximum amount that We will pay under Section 3 is \$5,000 for any one claim.

## Section 4 – Contents

**Unless otherwise specified the most We will pay for all claims under this Section 4 is \$30,000.**

#### Defined Events

We will indemnify You in respect of physical loss or physical damage to the relevant Contents caused by the following Defined Events which occur during the Period of Insurance (subject to other terms and conditions of the Policy).

1. **Fire, explosion, or lightning.** However, this excludes damage:
  - a. which arises gradually out of repeated exposure to fire or smoke;
  - b. to any property as a result of its undergoing a process necessarily involving the application of heat;
  - c. to any property as a result of scorching and/or melting;
  - d. from heat, smoke or soot when the Building or Contents have not caught fire.
2. **Earthquake and tsunami** but excluding the first \$200 of the total amount payable by Us in respect of loss of or damage to Contents caused by earthquake and tsunami during any period of 72 consecutive hours.
3. **Theft** or any attempted theft (but excluding theft by any person ordinarily residing with You at the time of the theft and excluding theft or misappropriation by any Tenant or sub-Tenant or any servant of such Tenant or sub-Tenant).

In respect of strata title properties Theft includes the cost of re-keying or replacing locks up to a maximum of \$1,000 any one claim following damage to the locks or theft of the keys where the Insured is responsible for such costs.

We will **not** cover You for Loss or Damage to Household Goods (refer to **Definitions**).



4. **Bursting, leaking, discharging or overflowing of fixed guttering, fixed tanks, fixed pipes** or other apparatus used to hold or carry liquid of any kind but excluding:

- i. the cost of repair or replacement of the defective part(s) of the guttering, tanks, pipes or other apparatus giving rise to the said loss or damage, including the cost of making good the repairs or replacement;
- ii. damage caused by the porous and/or deteriorated condition of grout; or
- iii. damage caused by lack of a waterproof membrane.

We will also pay for exploratory costs reasonably incurred in locating the source of damage subject to a limit of \$500 for any one occurrence, provided that a claim for damage is accepted under this Defined Event 4.

5. **Glass breakage** of:

- a. fixed glass, fixed shower base, fixed basin, fixed sink, fixed bath, fixed lavatory pan or fixed cistern forming part of Contents;
- b. mirrors, or glass forming part of furniture (including glass table tops, fixed or unfixed) but excluding accidental breakage of:
  - i. the screen of an electronic visual display unit;
  - ii. a ceramic or glass cooking top, unless damage was caused by physical impact by an object;
  - iii. tiles; or
  - iv. glass in a picture frame or clock.

6. **Acts of malicious persons or a deliberate or intentional act**, except destruction or damage intentionally caused by:

- a. You;
- b. a member of Your family ordinarily residing with You;
- c. a person acting with the express or implied consent of any one of them; or
- d. a Tenant or sub-Tenant, where You are the lessor.

We will not cover You for Loss or Damage to Household Goods (refer to Definitions).

**Note:** Where the Building is left unfurnished or unoccupied on an 'every day' basis for any period more than 60 consecutive days, the cover provided in respect to Defined Events 1 to 6 will be suspended (with the exception of cover for lightning, earthquake and tsunami which will remain) unless We have provided Our written consent.

This does not apply in circumstances where the property is being managed as a rental property by a licensed real estate property manager by a licensed real estate property manager.

7. **Fire or Explosion resulting from acts of Deliberate Damage by a Tenant** to the Building or Contents subject to, and notwithstanding anything contained in the Schedule, to a limit of \$50,000 during the currency of any one Lease.

**Provided that** no claim will be admitted until such time as any monies collected under the state legislation applicable to residential tenancies are exhausted.

We may, to the extent permitted by law, refuse to pay a claim if You or Your agent do not take all necessary steps to minimise damage.

8. **Storm** but excluding loss or damage:

- a. caused by the sea, tidal wave, high-water, Flood (except as provided under Defined Event 9 below) erosion, subsidence or landslide;
- b. caused by water seeping or percolating through walls, roofs or floors;
- c. resulting from Your failure, or failure by Your property manager, to maintain the property in a good state of repair or failure to fix damage or deterioration; or
- d. due to a defect of which You or Your property manager were aware or should reasonably have been aware.

9. **Flood.**

10. **Impact** by:

- a. aircraft or space debris or debris from an aircraft, rocket or satellite;
- b. any vehicle (including a waterborne craft) or animal (other than an animal kept on the site or a domestic animal);



- .....
- c. a falling tree or part of a tree (but excluding loss or damage caused by tree lopping or felling by You or a person acting with Your consent); and
  - d. a satellite dish, television or radio aerials or masts that have broken or collapsed (but excluding damage to the satellite dish, television or radio aerial or masts).
11. **Riot or civil commotion, or acts of:**
- a. strikers or locked-out workers or persons taking part in labour disturbances;
  - b. persons of malicious intent acting on behalf of or in connection with any political organisations; and
  - c. any lawfully constituted authority in connection with the events specifically referred to in this Defined Event 11 where the resulting loss or damage is directly caused thereby.
12. **Loss of or damage to any part(s) of household electrical machines** (other than radios, televisions, video or sound recording or playing equipment, computers and ancillary equipment and microwave ovens) forming part of Contents caused by the actual burning out of such part(s) by the electrical current therein but **excluding**
- i. loss of use, depreciation, wear and tear;
  - ii. electrical contacts at which sparking or arcing occurs in ordinary working;
  - iii. lighting or heating elements, fuses or protective devices;
  - iv. any amount recoverable under a manufacturer's or retailer's guarantee or warranty.

Each claim under this Defined Event 12 will be reduced by 8% for each full year since the manufacture of the item for which a claim is admitted.

## Additional Benefits - Applying to Section 4

**If Your Schedule specifies that You are covered under this Section, then We will also cover You for (subject to the other terms and conditions of the Policy):**

### 1. Legal Liability:

Amounts which You, as owner of the Premises, may become legally liable to pay as compensation in respect to any one accident, or series of accidents, arising out of one event or originating cause, that had resulted in:

- a. death, bodily injury or illness; and/or
- b. physical loss of or physical damage to property,

which occurred at the Premises during the Period of Insurance.

The maximum amount We will pay under this Additional Benefit is up to \$20,000,000 in respect of any one accident or series of accidents arising out of one event.

We will also pay in connection with any such valid claim all legal costs and charges and expenses:

- i. incurred with Our written consent in the settlement or defence of claims or litigation arising therefrom; and
- ii. recoverable by any claimant from You or from any other person insured by this Section of the Policy.

### We will not pay for claims under this Additional Benefit 1:

- a. arising out of the ownership, possession or use by You of any land or buildings other than those Premises at the risk address shown in the Schedule;
- b. in respect of death, bodily injury or illness to any:
  - i. member of Your family ordinarily residing with You,
  - ii. person arising out of or in the course of employment of such person either in the service of You or of any other person insured by this Section of the Policy,
  - iii. person arising from the transmission of any disease;
- c. in respect of damage to property belonging:
  - i. to or in the physical or legal control of You or any member of Your permanent household, or

- ii. to any person in the service of either You or of any other person insured by this Section of the Policy;
- d. arising out of or in connection with any business or occupation carried on by You or of any other person insured by this Section of the Policy other than that of Landlord;
- e. arising out of or in connection with lifts, mechanically propelled vehicles (other than garden implements used for private purposes) watercraft, aircraft (other than model aircraft) or aircraft landing areas;
- f. arising out of alterations, additions, repairs or decorations to the Building which exceed a total cost of \$30,000;
- g. arising out of any liability imposed by contract;
- h. for any libel or slander;
- i. arising from a strata title Building unless such Building is insured by the Policy, however, this exclusion (i) will not apply to Your liability which falls outside the responsibility of the body corporate or strata title company.

If You have effected more than one Policy with Us providing insurance in the terms of this Additional Benefit then Our liability under all policies shall not exceed \$20,000,000 in the aggregate in respect of any one accident or series of accidents arising out of one event or originating cause that is/are covered under both this Additional Benefit and any of those Policies.

## Conditions Applying only to Section 4

### 1. Reinstatement and Replacement Conditions

We will pay the replacement cost of any item of Contents (other than clothing and household linen) lost destroyed or damaged provided that the item is not more than 20 years old at the time of the loss, destruction or damage.

Replacement cost means the cost of replacing or repairing to a condition substantially the same as the condition of the item when new.

#### Provided that:

- i. this Condition will not apply to Defined Event 12;

- ii. cover in respect of carpets wall floor and ceiling coverings internal blinds and curtains is restricted to the room or rooms in which loss or damage occurs;
- iii. all other insurances covering the property are on a similar reinstatement basis;
- iv. reinstatement or repair is effected without undue delay;
- v. the property is maintained in good condition; and
- vi. until a sum equal to the cost of reinstatement or replacement has been actually incurred Our liability will be limited to the present value of the property destroyed or damaged.

### 2. Claims Settlement and Procedure

- a. If loss or damage or an event occurs which is likely to result in a claim, You must at Your own expense:
  - i. advise Us immediately of full details of any loss, damage, injury or notice of claim against You;
  - ii. provide Us with all information and evidence We may reasonably require;
  - iii. take all reasonable precautions to prevent further loss or damage or liability;
  - iv. immediately inform the police of any actual or attempted malicious damage or theft housebreaking or attempts to commit any of these;
  - v. give to Us or Our representative, within thirty (30) days of the event, a written statement of the claim and any further information and proof which We may reasonably require.
- b. Where claims are made against You or any other person insured by the Policy:
  - i. You or such other person must not admit responsibility or offer or agree to settle the claim without Our consent;
  - ii. We will be entitled to take over and conduct in Your name or such other person any legal proceedings to defend the claim and to seek any legal remedy against other persons;

- .....
- ii. We will have full discretion in the conduct of negotiations, proceedings and settlement of the claim and You or such other person must give such information and assistance as We may reasonably require.

3. **Excess**

You will bear the amount stated in the Schedule for every claim under Defined Events 1 to 12 inclusive, except in respect of damage to property caused by earthquake or tsunami during any period of 48 consecutive hours, in which case You will bear the first \$200 for every claim.

4. **Total Amount Payable**

The Sum Insured under Section 4 will represent the total amount payable by Us for loss of or damage to Contents caused by any of the Defined Events during any one Period of Insurance. This limitation does not apply to Additional Benefit 1 (Legal Liability) of this Section 4 of the Policy.

## Section 5 - Loss of Rent Defined Events

If Your Schedule specifies that You are covered under this Section, We will insure You against loss of rent in the event of the Building or Contents being so damaged by any of the Defined Events under Section 4 as to become untenable (subject to the other terms and conditions of the Policy).

Provided that the damage which causes the Premises to become untenable is to the:

- a. Building forming part of a strata title insured by any other Policy against the peril which caused the damage, or
- b. Building currently insured by another Policy issued by St George Underwriting Agency, or
- c. Building which does **not** form part of a strata title caused by Defined Event 7 under Section 4 - Contents, or
- d. Contents insured by the Policy.

The sum for which We will be liable will be proportionate to the time reasonably necessary for reinstatement not exceeding 12 months. The annual rent is to be taken as the basis of calculation of loss.

## General Exclusions - Applying to all Sections

**The Policy does not cover loss or damage or liability caused by or arising from:**

- 1. The Policy does not cover loss or damage or liability:
  - a. to artificial turf;
  - b. to electrical contacts at which sparking or arcing occurs in ordinary working;
  - c. to lighting or heating elements, fuses or protective devices;
  - d. for any amount recoverable under a manufacturer's or retailer's guarantee or warranty;
  - e. caused by or arising from gradual deterioration including, rust, wear, tear, oxidation, change of colour, the exposure to light, atmospheric conditions or vibration unless caused by an insured event;
  - f. caused by or arising from mould or mildew, wet or dry rot, rising damp or dampness unless caused by an insured event;
  - g. caused by or arising from lack of maintenance;
  - h. caused by or arising from scratching or denting;
  - i. caused by or arising from inherent defects or faults, faulty workmanship, structural faults, faulty design;
  - j. caused by or arising from animals, birds, insects, rats or mice;
  - k. caused by or arising from roots from trees, plants, shrubs or grass;
  - l. caused by or arising from any intentional act committed by You, Your family or by any person acting with Your express or implied consent;
  - m. caused by or arising from acts of Tenants with consent of You or a representative of You;
  - n. caused by or arising from actions of the sea including tidal waves and high tides;

- .....
- o. caused by or arising from a bushfire, grassfire, named cyclone or Flood that occurs within 72 hours of the start of this Policy. However, We will cover these incidents if Your Policy began on the same day:
    - You bought the property; or
    - another Policy covering this property expired. If this is the case, We will pay up to the sum insured covered under the expired Policy (any increase in the Building Sum Insured will not be covered for these events in the first 72 hours).
  - p. caused by or arising from water seeping through a wall or floor;
  - q. caused by or arising from water entering through openings made by alterations or additions;
  - r. caused by or arising from any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion not directly caused by and occurring within 72 hours of an:-
    - earthquake or tsunami;
    - Storm, rainwater, flood, wind;
    - explosions;
    - escape of liquids from a fixed pipe or something attached to a fixed pipe, fixed gutter, fixed tank or fixed drain;
  - s. caused by or arising from any loss or damage arising out of or connected with keys being provided for the purpose of property inspections;
  - t. caused by or arising from the Tenant utilising the Premises for trade, manufacturing or childcare with Your knowledge and/or consent;
  - u. caused by or arising from mechanical, electronic or electrical breakdown or malfunction unless caused by a defined event;
  - v. to swimming pools, spas, septic tanks, water tanks (and other in-ground or above-ground structures or their surrounds) caused by hydrostatic pressure or hydrodynamic pressure;
  - w. caused by or arising from the removal or weakening of supports or foundations for the purpose of alterations, renovations or repair;
  - x. caused by or arising from settling, shrinkage or expansion in Building, foundations walls or pavements;
  - y. caused by or arising from consequential loss other than as provided under Section 2 (Rent Loss Caused by Tenant Damage) or Section 5 (Loss of Rent);
  - z. caused by or arising from or in any connected with war, invasion, acts of foreign enemies, hostilities (whether it has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - aa. caused by or in relation to Subletting;
  - bb. any order of any government, public or local authority including confiscation, nationalization, requisition, repossession of or damage to Your Building and/or Contents;
  - cc. caused by or arising from direct or indirect exposure to radiation or contamination by radioactivity from any nuclear fuel, nuclear waste or nuclear material;
  - dd. caused by or arising from the lawful seizure, confiscation, nationalisation or requisition of Your Building and/or Contents;
  - ee. caused by or arising from radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
  - ff. caused by or arising from any pollutant or contaminant being discharged or escaping.

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2. **Absolute Asbestos Exclusion**

We will not cover Your legal liability for claims caused by, arising from, or in any way connected with the existence, at any time, of asbestos.

3. **Cyber Exclusion**

We will not cover Your legal liability for claims caused by, arising from, or in any way connected with the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus or an internet site or other internet-based service, intranet or any website.

4. **Terrorism**

This Policy does not cover loss, liability, injury, illness, death, cost or expense caused by, arising from, or in any way connected with:

- a. any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive or nuclear pollution or contamination or explosion; or
- b. An act of controlling, preventing, suppressing, retaliating against, or responding to any act referred to in (a) above

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- a. influence a government or any political division within it for any purpose, and/or
- b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

This exclusion takes precedence over any other provision or endorsement of the Policy.

**General Conditions - Applying to all Sections**

1. **Occupancy**

We may, to the extent permitted by law, not pay a claim if the Building is not:

- a. used solely for private residential purposes, and
- b. subject to a Lease.

2. **Property Condition Report**

We may, to the extent permitted by law, not pay for any claim under Sections 1 and 2 if a Property Condition Report has not been completed and signed by You (or Your representative) and the Tenant upon commencement of the Lease.

3. **Cancellation**

- a. You may cancel this Policy at any time by telephoning Us. Cancellation by You will be effective from 4pm on the later of the day We receive the cancellation notice or the date specified in the notice.
- b. We have the right to cancel the Policy where permitted by and in accordance with the law. For example, We may cancel this Policy in certain circumstances.

These include:

- if You failed to comply with Your Duty of Disclosure, or
- where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy, or
- where You have failed to comply with a provision of the Policy, including the term relating to payment of premium, or
- where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You, or

- where We agree to accept payment of premium by seven or more periodic instalments and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable. If this occurs, We will send You a notice giving You details of the action We intend to take and when any cancellation will become effective. We will not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for 14 days or more.

- c. If We decide to cancel the Policy, We will (as relevant) give notice in writing to You personally or to Your last known address. Such notice will be effective from 4pm on the third business day after the day it is given to You, unless it specifies a later date or such earlier time in accordance with the Insurance Contracts Act.
- d. Subject to (e), if You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover.
- e. In the event that You have made a claim under the Policy and We have agreed to pay the full sum insured for Your property no return of premium will be made for any unused portion of the premium.

#### 4. **Claims Settlement and Procedure**

If loss or damage or an event occurs which is likely to result in a claim, You must at Your own expense:

- i. advise Us immediately of full details of any loss, damage, injury or notice of claim against You;
- ii. provide Us with all information and evidence We may reasonably require;
- iii. take all reasonable precautions to prevent further loss or damage or liability;

- iv. immediately inform the police of any actual or attempted malicious damage or theft housebreaking or attempts to commit any of these; and
- v. give to Us or Our representative, within thirty (30) days of the event, a written statement of the claim and any further information and proof which We may reasonably require.

#### 5. **Fraudulent Claims**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under the Policy, We will, to the extent permitted by law, refuse payment of such claims.

#### 6. **Cooling-Off Period**

You may return Your Policy (including a renewal) if You are not happy with it. To do so, You must write to St George Underwriting Agency (see details on the front page) asking to return Your Policy. The letter must be received by St. George Underwriting Agency within 30 days of the date We entered into the Policy with You. St. George Underwriting Agency will cancel it from the time that Your notification is received. This does not affect Your cancellation rights in the Policy. However, You cannot return Your Policy if:

- a. You have exercised any right under the Policy (e.g. a claim has been made) or Your rights have ended (e.g. the Period of Insurance has finished); or
- b. if it covers an event that will start and end within the 30 day period (e.g. a short-term holiday rental less than 30 days) and the event has started.

If You exercise Your cooling off right, We will refund any money that You have paid to Us but We may deduct any government taxes or duties We cannot recover.

7. **Subrogation**

- a. Any person claiming under the Policy shall, at Our request and at Our expense, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Us paying for or making good any destruction or damage under the Policy.
- b. If We make any recovery as a result of such action, You may only recover from Us any amount by which the amount recovered by Us exceeded the amount paid to You by Us in relation to the loss.

8. **GST Notice**

Any claim payments made under this Policy will be based on GST inclusive costs, up to the relevant amount covered, or maximum amount that We pay. However, if You are, or would be, entitled to claim any input tax credit for the repair or replacement of insured property or for other things covered, We will reduce any claim under the insurance by the amount of such input tax.

You are required to tell Us Your entitlement to an input tax credit. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We pay.

**Disclosure - Input tax credit entitlement**

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## Other Information

### Renewal procedure

Before this Policy expires We will advise You in writing at least 14 days prior if We are prepared to renew by sending a renewal invitation advising the amount payable to renew the Policy. Alternately, We will advise if renewal will not be offered.

This document also applies to any offer of renewal We may make, unless We tell You otherwise.

It is important that You check the information shown on the renewal notice and the Product Disclosure Statement before renewing each year to satisfy Yourself that the details are correct and that the cover meets your needs.

### Your Duty of Disclosure

#### Duty of Disclosure when You first enter into the Policy with Us

Before You enter into this contract of insurance with Us, You have a duty of disclosure under the Insurance Contracts Act 1984. We may ask You questions that are relevant to Our decision to insure You and on what terms. If We do, You must tell Us anything that You know and that a reasonable person in the circumstances would include in their answer. It is important that You understand that You are answering for Yourself and anyone else to whom these questions apply. You have this duty until We agree to insure You.

#### Your Duty of Disclosure when You vary, extend or reinstate the Policy

When You vary, extend or reinstate the contract with Us, Your duty is to tell Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.



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### **Your Duty of Disclosure for renewals**

Before You renew this contract of insurance, You have a duty of disclosure under the Insurance Contracts Act 1984. If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions. Also, We may give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change. If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change. You have this duty until We agree to renew the contract.

### **Who needs to tell Us**

It is important that You understand You are disclosing to Us and answering Our questions for Yourself and anyone else You want to be covered by the Policy.

### **If You Do Not Tell Us**

If You do not tell Us anything You are required to, We may cancel Your contract of insurance or reduce the amount that We will pay You if You make a claim, or both. If Your failure to tell Us is fraudulent, We may refuse to pay a claim or treat the contract as if it never existed.

### **Receiving your Documents**

You may choose to receive your policy documents electronically (sent to your electronic address you last gave us), or by post. We will consider any policy documents we send to you electronically to have been received by you 24 hours from when we sent them. If we send your policy documents by post, we will send them to the mailing address you last gave us. You are responsible for making sure you provide us with your correct and up to date electronic and mailing address.

### **The Goods and Services Tax (GST) and Your insurance**

You must advise Us if You are registered, or required to be registered, for GST purposes, and You must, when requested, tell Us what Your entitlement to Input Tax Credits (ITCs) is for Your insurance premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We pay.

The premium on this Policy includes an amount for GST and if We pay a claim Your GST status may determine the amount to be paid on the claim.

### **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 We protect Your privacy**

We are bound by the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth) and comply with the Privacy Act 1988 (Cth). We are committed to ensuring that all Our business dealings comply with the APPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling. Without this information, We are not able to provide You with the services You require.

If You would like a copy of Our privacy policy, would like to seek access to or correct Your personal information, or opt out of receiving materials We send, please contact Us or visit [www.sgua.com.au](http://www.sgua.com.au).

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## Dispute resolution process – helping You solve any problems

SGUA places the highest priority on providing prompt, efficient and friendly service including protecting Your privacy. We welcome every opportunity to resolve any concerns You may have with Our products or service.

### 1. Let Us know about Your concerns

If You have a complaint concerning the financial product or services provided to You, please contact Us and We will do Our best to resolve them.

**Phone:** 1800 355 559

**Email:** admin@sgua.com.au

When You make Your complaint please provide as much information as possible. Our aim is to resolve all complaints as soon as possible, however where We can't resolve Your concern immediately We will try to resolve it within 15 business days.

### 2. Escalate Your complaint to Our internal Dispute Resolution Team

If We haven't responded to Your complaint within 15 business days, or if You're not satisfied with how We've tried to resolve it, You can ask for Your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist by contacting Our Internal Dispute Resolution Committee.

**Mail:** The Hollard Insurance Company Pty Ltd  
Internal Dispute Resolution Committee  
Locked Bag 2010 St Leonards NSW 1590

**Phone:** 02 9253 6600

**Email:** resolution@hollard.com.au

### 3. Seek an external review of Our decision

If You are not satisfied with Our response or if We've taken more than 45 days to respond to You from the date You first made Your complaint You may lodge a complaint with the Australian Financial Complaints Authority (AFCA) at:

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

**Phone:** 1800 931 678

**Email:** info@afca.org.au

**Website:** www.afca.org.au

The AFCA service is provided to You free of charge. A decision by AFCA is binding on Us but is not binding on You. You have the right to seek further legal assistance.

## General Insurance Code of Practice

Hollard is a signatory to the General Insurance Code of Practice. The objectives of this Code are to:

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

You can obtain a copy of the Code from the Insurance Council of Australia website [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au) or by phoning (02) 9253 5100.

## Financial Claims Scheme

This Policy is a 'protected Policy' under the Federal Government's Financial Claims Scheme (FCS). The FCS provides protection to policies issued by an insurer, in the unlikely event that the insurer fails and cannot meet its financial obligations, such as claim payouts.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

The FCS is administered by the Australian Prudential Regulation Authority (APRA). Information about the FCS can be obtained from APRA at [www.fcs.gov.au](http://www.fcs.gov.au) or by calling 1300 55 88 49.

## Remuneration

Hollard as the insurer ultimately receives the premium for this insurance if You purchase it. This amount is agreed with You before the insurance is purchased. SGUA receives a commission from Hollard which is included in this amount. SGUA may also receive a share of underwriting profit (if any). Further details about Our arrangement and remuneration is outlined in Our Financial Services Guide (FSG).