

# Landlord Insurance

## Product Disclosure Statement



# Coles Landlord Insurance Product Disclosure Statement

## Welcome

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Welcome to Coles Landlord Insurance. We know that when it comes to choosing the right policy for you, quality is everything. That's why we offer Landlord cover at great value, so you can be rest assured that your investment is protected should something unexpected happen.

Coles Landlord Insurance is underwritten by Insurance Australia Limited (IAL) ABN 11 000 016 722 AFSL 227 681, part of Insurance Australia Group (IAG), Australia's largest insurance group. IAL is an insurance company supervised by the Australian Prudential Regulation Authority and is subject to the prudential requirements of the Insurance Act 1973 (Cth).

Only IAL as insurer can issue, vary or cancel Coles Landlord Insurance policies. IAL will also assess and pay claims.

IAL is the issuer for this Product Disclosure Statement (PDS), which was prepared on 12 February 2021.

## How Coles Landlord Insurance works

This policy provides cover for your rental buildings or contents or both in Australia.

You can choose from:

- > Buildings cover,
- > Contents cover or,
- > Buildings and Contents cover.

You can also choose to add Optional extras:

- > Damage caused by tenants cover,
- > Loss of rent cover,
- > Motor burn out cover, and
- > Tenants rent default cover.

This approach gives you flexibility as you can arrange your insurance to meet your particular needs.

To understand the benefits and optional extras, when and how they will be applied, please read this document.

This PDS uses words that have special meanings. To make sure you are aware of these words and their meanings, please read the section 'Definitions' on pages 11 - 14.

It is important that you decide whether this insurance is right for you. Any advice which we might provide is general advice only and does not take into account your personal circumstances.

Coles Landlord	Buildings cover	Contents cover
<b>Insured events</b>		
Accidental breakage of glass - Buildings	✓	✗
Accidental breakage of glass - Contents	✗	✓
Animal damage	✓	✓
Bursting, leaking or overflowing	✓	✓
Earthquake	✓	✓
Explosion	✓	✓
Fire	✓	✓
Flood	✓	✓
Impact damage	✓	✓
Lightning	✓	✓
Riot, civil commotion & industrial unrest	✓	✓
Storm	✓	✓
Theft or attempted theft	✓	✓
Vandalism and malicious acts	✓	✓
<b>Legal liability</b>		
Legal liability	✓	✓
<b>Additional benefits</b>		
Demolition and removal of debris	✓	✓
Key and lock replacement	✓	✓
Professional and rebuilding fees	✓	✗
<b>Optional extras</b>		
Damage caused by tenants	✓	✓
Loss of rent cover	✓	✓
Motor burn out cover	✓	✓
Tenants rent default cover	✓	✓

## Our agreement

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When you pay or agree to pay your premium, we agree to provide you with insurance for your rental property, in accordance with the terms and conditions in this document, for the period of insurance as set out in your Certificate of Insurance.

When you buy this insurance, we give you this PDS, any applicable supplementary PDS (SPDS) and your Certificate of Insurance which will reflect the information you provided to us when you bought this insurance. These documents form the contract of insurance between you and us. We refer to this contract as your policy.

### **Information in this PDS might change.**

We'll either send you a SPDS or a new PDS if the change is significant. These will be made available at [coles.com.au/insurance](https://coles.com.au/insurance) or you can request a paper copy.

From time to time, we may include more up-to-date information in the PDS that is not materially adverse without notifying you. You can get more up-to-date information by calling us or visiting our website.

### Contact us:



[coles.com.au/insurance](https://coles.com.au/insurance)



[landlordinsurance@coles.com.au](mailto:landlordinsurance@coles.com.au)



1300 265 374

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# 1. Important information

## Your contract

Your policy is a contract between you and us and is made up of:

- > your Certificate of Insurance,
- > this Product Disclosure Statement (PDS), and
- > any applicable supplementary PDS (SPDS).

## More than one insured

If there is more than one person insured, anything any insured says, does or omits applies to all policy holders. Each insured can act on behalf of all the insureds as their agent.

## Certificate of Insurance

A Certificate of Insurance shows your level of cover plus any Optional extras you have added to your policy. It also shows the period of insurance your policy covers, which is the period of time you are insured for. We only cover you for incidents that happen during this time.

## Receiving your policy documents

You can choose to receive your policy documents:

- > electronically by email, or
- > by post.

If we send your policy documents to you by email, we'll send them to the person and email address you have nominated. Any policy documents we send to this email address will be considered to have been received by you.

If we send your policy documents to you by post, we'll send them to the person and mailing address you have nominated for receiving policy documents. You are responsible for keeping your contact and policy details up to date.

## Credit provider

You may have used all or part of your rental property as security for a loan with a credit provider. Your credit provider may be a bank, credit union or other type of lender. When you have Building Insurance, we may note any credit provider you tell us about on your current Certificate of Insurance.

## Your premium

In return for paying your premium, we provide the cover you have chosen.



**For more information** about how we work out your premium, see our Landlord Insurance Premium, Excess & Discounts (PED) Guide. To get a copy of our Landlord Insurance PED Guide free of charge visit [coles.com.au/insurance-information](https://coles.com.au/insurance-information)

## Paying your premium

Keep in mind you must pay your premium on time.

You can pay:

- > annually in one full payment, or
- > monthly instalments - via direct debit from your nominated bank account or credit card.

(If you pay your premium via monthly instalments, the total premium may be higher than if you pay one annual payment.)

Your Certificate of Insurance shows the amount you need to pay and the due date for your annual premium or each monthly instalment.

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

When you take out insurance, you need to pay your annual premium or any monthly instalments by the due date specified on your Certificate of Insurance. If you don't pay on time, we may cancel your policy.

If your annual premium is overdue, we will send you a notice outlining the overdue amount and when it needs to be paid.

If your annual 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 monthly instalments and 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 monthly instalments, 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.

A monthly instalment is unpaid if it cannot be deducted from your nominated bank account or credit card.

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.

To make any payments towards your insurance you can visit our Online Insurance Service Centre: [coles.com.au/insuranceservicecentre](https://coles.com.au/insuranceservicecentre) or, alternatively you can call us.

## Cooling-off

If you change your mind and no longer want this insurance, you can tell us to cancel your policy within 30 days from:

- > the date we commence your policy, or
- > the start date of the period of insurance that applies when you renew your policy.

If you tell us to cancel your policy within the 30 days effective from the start date, we'll refund the premium you paid us in full. However, we will only do that if you haven't made a claim on your policy. You can also cancel your policy as set out in 'Cancellation' in this section (refer to page 4).

## Online Self-Service Centre



You can update your policy information, view your documents, payments, lodge and manage a claim at our online Insurance Service Centre: [coles.com.au/insuranceservicecentre](https://coles.com.au/insuranceservicecentre)

## Changes to your policy

You may want to make a change to your policy (such as adding optional extras to increase your cover). To make a change to your policy please contact us.

An additional premium may apply to the change. You are required to pay the additional premium at the time the changes are made.

If we agree to make the change, we will:

- > notify you if any additional premium applies to the change and require you to pay this amount by the date we tell you in order to make the change,
- > refund any amount we owe you due to the change, and
- > issue you with an updated Certificate of Insurance.

In some cases, when we receive any change in details from you, we may cancel your policy if the change materially increases risk under your policy. If we do, we will notify you of the cancellation.

## **Cancellation**

In addition to your 'Cooling-off rights', you may cancel your policy at any time (for example, if you no longer want your policy).

There may be circumstances where we need to cancel your policy. We'll only do this if we are legally allowed.

Some examples of when we may cancel your policy are if you:

- > failed to answer our questions truthfully and accurately,
- > made a misrepresentation to us before the policy was issued,
- > made a fraudulent claim, or
- > failed to pay your premium by the due date specified on the notice we sent to you when your premium became overdue.

## **Return premium**

If your policy is cancelled and you have paid an annual premium, we'll return any premium you have paid for the period after the cancellation date.

If your policy is cancelled and you are paying your premium in monthly instalments, there will be no return of any part of an instalment you have paid. However, you will not have to pay any instalments which would have become due after the date of cancellation (unless you have a total loss, refer to the Claim section of this document, pages 38 - 52).

## **Premium write off**

If we owe you a premium of less than \$5, we will not refund this premium. If we need to charge you an additional premium less than \$5, then we'll waive it.

## **Renewal**

When it's time to renew your policy, we'll provide written notice at least 14 days prior to the expiry. We'll do this if we are prepared to renew your policy and provide the renewal date.

If we offer to renew your policy, we'll send you an updated Certificate of Insurance and quote a premium based on the information in your current policy. You should review any offer of renewal to ensure the insurance cover is still appropriate for you.

If you paid your last premium by monthly instalments, we'll continue to deduct payments from your nominated account or credit card, and your policy will automatically renew if we offer you a renewal.

If you do not want us to continue to deduct these monthly instalments and automatically renew your policy, please contact us prior to the expiry of your policy.

## **Assigning rights and appointing a representative**

### **Assigning your rights**

You must not assign any benefits, rights or obligations under your policy unless you get our written consent first.

### **Appointing someone to represent you**

If you want to appoint someone to represent you in order to manage your policy or claim, then you need to tell us, and we need to agree that we will deal with them on your behalf. We will not unreasonably withhold our consent. We may have a concern with a party that you may want to appoint if they present a conflict of interest, for example, someone who supplies goods or services for your claim. We will not pay any costs charged by anyone you appoint.

## **Your responsibilities**

If you don't meet your responsibilities, we may refuse to pay your claim or reduce what we pay for your claim. We may also decide to cancel your policy. The course of action we take when you fail to meet your responsibilities will be considered in each circumstance based on what impact or effect your failure caused or contributed to the claim or our decision to issue your policy.

### **Notify us of changes**

Let us know as soon as reasonably possible if:

- > you move address,
- > your rental property will be unoccupied for more than 60 days,
- > any change is made to your buildings or contents which we insure, and which might affect the nature of the risk covered by this policy,

- > you plan any building work, including any additions, renovations, alterations or modifications,
- > you need to increase the sum insured of your buildings or your contents,
- > you need to change your weekly rental amount, or
- > you are charged with or convicted of any criminal offences.

If you tell us about any of these things, please be aware that we may charge an additional premium, change your level of cover or even cancel your policy in order to reflect the change in risk and terms upon which we have issued your policy. If you do not wish to accept our terms, you can cancel your policy.

**We also require you to:**

- > be truthful and frank in any statement you make in connection with your policy,
- > not behave in a way that is improper, hostile, threatening, abusive or dangerous,
- > take reasonable care to avoid a claim being made,
- > do everything reasonable to prevent further loss or damage to any property if an incident happens,
- > take reasonable steps to ensure you or anyone acting on your behalf obeys all relevant laws,
- > not make a fraudulent claim under this policy or any other insurance policy, and
- > follow the conditions of this policy,
- > maintain and keep your rental property in good repair, and
- > take all reasonable steps to protect your buildings and your contents from loss and damage.

There are also things you should and should not do if you make a claim under this policy. These are set out in the 'Claims' section (refer to pages 38 - 52). If you breach any of the terms of this policy we may refuse or reduce a claim, cancel your policy or do both. The course of action we take when you breach any of the terms will be considered in each circumstance based on what impact or effect your breach caused or contributed to the claim or our decision to issue your policy.

**Reviewing your Buildings and Contents cover**

Make sure you insure your rental property and contents for their replacement value.

You should regularly review your buildings sum insured and contents sum insured – especially after you renovate your property or upgrade appliances.

Remember that the most we'll pay for any loss or damage is the sum insured. This is why it is important to have sufficient cover for any loss or damage which occurs.

When you insure your property, you must decide on a sum insured which is adequate to cover the current replacement cost of your buildings and your contents.

When your policy is renewed, we'll automatically adjust the sum insured to account for inflation. However, you may have made some changes to your buildings or bought new contents. You must check your most recent Certificate of Insurance to ensure that the sum insured is adequate to cover the replacement cost of your property to meet the current building requirements and codes.

If you do not do this regularly, you may be underinsured.



For a detailed calculation of replacement costs, visit [coles.com.au/insurance-calculators](https://coles.com.au/insurance-calculators)

## Your privacy is important to us

We and Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708 AR 269259 and its associated entities ('Coles' companies') understand that your privacy is important to you, and we value your trust. That's why we protect your personal information and aim to be clear and open about what we do with it. our Privacy Policies outline how we collect, hold, use and disclose your personal information.

## How we use your personal information

We and Coles' companies and the parties listed in the Privacy Policies will use your personal information for the purposes it was collected for. That usually includes providing you with assistance, a product or service you requested. Your personal information may also be used for other purposes that are set out in the Privacy Policies. You may choose to not give your personal information, however, not giving your personal information may affect our or Coles' companies' ability to provide you with a product or service, including processing an insurance claim.

## Further information

Our Privacy Policies provides more information about how we collect, hold, use and disclose your personal information.

Our Privacy Statement also provides information about how you can:

- > access your personal information,
- > ask us to update and correct your personal information, and
- > make a complaint about our handling of your personal information.

We and Coles' companies may share your personal information with:

- > related entities,
- > Flybuys program partners,
- > service providers – which includes some service providers that may be based overseas, and
- > other organisations as set out in the Privacy Policies

If you'd like more details about the IAL Privacy Policy and Privacy Statement, need to correct your personal information, or stop receiving materials we send, please contact us.



You can also view a copy of the Insurance Australia Limited Privacy Policy and Privacy Statement on the website [coles.com.au/insurance-information](https://coles.com.au/insurance-information)

## How to resolve a complaint or dispute

We want to resolve any complaint or dispute you have and will try to do so as quickly as possible. These steps are part of our complaint and dispute resolution procedures.

### Talk to us first

First, contact us and talk to one of our consultants about your concerns. The consultant may be able to resolve it for you. If not, they will refer you to a manager or you can ask to speak to one. The consultant or manager will attempt to respond to your complaint within 5 business days.

If they need more information, they will aim to respond within 15 business days from when they receive your complaint.

## Contact Customer Relations

If the manager can't resolve your complaint, you can ask for it to be referred to our Customer Relations area. Or, you can choose to contact them by:

**Free Call:** 1800 045 517

**Email:** [customer.relations@iag.com.au](mailto:customer.relations@iag.com.au)

Customer Relations will treat your complaint as a dispute and complete an independent review of the matter. You will be contacted with a decision usually within 15 business days from when Customer Relations received your dispute.

## Seek an external review of the decision

If you are unhappy with the decision, or your complaint or dispute is not resolved after 45 days, you can seek an external review. Customer Relations will provide you with information about external review options, such as referring you to the Australian Financial Complaints Authority (AFCA). Please note that AFCA can only assist if you have already tried to resolve your complaint by talking to the Customer Relations team.

To contact AFCA:

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

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

**Phone:** 1800 931 678 (free call)

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

AFCA is independent and manages the general insurance industry's external dispute resolution scheme, approved by the Australian Securities and Investments Commission.

Time limits may apply to lodge a complaint with AFCA, so if you have a complaint, it is important to lodge it promptly or visit the AFCA website to find out if there is a time limit with regard to your issue.

## The General Insurance Code of Practice

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia.

The Code is a self-regulatory code for general insurers in Australia. We embrace the objectives of the Code to raise standards of practice and service in the general insurance industry.

You can obtain a free copy of the General Insurance Code of Practice on request by contacting:

- > The Insurance Council of Australia's website:  
[www.codeofpractice.com.au](http://www.codeofpractice.com.au),
- > The Australian Securities & Investment Commission on 1300 300 630.

## **Financial Claims Scheme**

You may be entitled to payment under the financial claims scheme in the event that we become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

## **Governing law, currency and GST**

### **Governing law**

This contract is governed by the law of the Australian State or Territory where the property insured under this policy is kept.

### **Currency**

All dollar values described in your policy are a reference to the lawful currency of Australia.

### **GST**

All dollar values described in your policy include GST, unless otherwise stated. If you are a business registered or required to be registered for GST purposes, then you must provide us:

- > your Australian Business Number (ABN), and
- > the percentage of any input tax credit you have claimed or are entitled to claim.



## 2. Definitions

**Accident** means not expected or planned by you or your tenant.

**Allowable re-letting expenses** mean the expenses specified in your current valid lease agreement that you are legally entitled to receive from the tenants bond money. If these expenses are not specified in your current valid lease agreement the full amount may be deducted from any settlement.

**Bond money** means the money (a minimum of 4 weeks rent) paid by the tenant and held as security against loss or damage to the building and/or contents, or unpaid rent.

**Building** means buildings as referred to on page 25 and situated at the site of your rental property as shown on your Certificate of Insurance as the insured address.

**Certificate of Insurance** means the document outlining the details of your insurance cover. This document changes when your policy is renewed or when we have agreed to any changes you have advised us of.

**Collection** means a group of related or similar items that have a higher value collectively than as separate items.

**Contamination** means to render impure by contact or mixture, or to degrade by introducing substances or organisms which are toxic.

**Contents** means contents as referred to on page 27 and situated at the site of your rental property as shown on your Certificate of Insurance as the insured address.

**Common property** means property owned by the body corporate or similar body, forming part of the company share, stratum or strata title development.

**Deliberate or intentional act** means damage or theft resulting from a deliberate act by you, or a deliberate act by your tenant or their guest, knowing that their actions will alter the state of the rental property, without your permission.

**Excess or excesses** are the amounts(s) you are required to contribute towards the cost of a claim. The amount and types of excess that apply to your policy will be shown on your Certificate of Insurance.

**Fixtures and fittings** mean items which are permanently attached to your rental property or the site and are used for domestic and residential purposes.

**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,
- > a dam.

**Hydrostatic pressure** means pressure of static ground water on items within the ground.

**Insured event** means any event for which we accept your claim under this policy.

**Rental agreement** means a current valid written agreement between you and a tenant that details the terms and conditions of the tenancy including the rental period, the amount of rent payable to you and the amount of bond a tenant is required to pay. It also includes any rental agreement that becomes a continuing agreement with the same terms and conditions where the fixed term period of the tenancy ends. The term of the agreement is no less than a period of 3 months.

**Motor burn out cover** (also known as fusion) means the cover to repair or replace an electric motor which forms part of your buildings or contents, if the motor burns out. You can purchase this cover as an optional extra (refer to page 33).

**Notice to leave** means a written notice from you or your agent given to your tenant in line with the terms of the rental agreement and any applicable law or regulation, requiring the tenant to vacate.

**Notice to remedy breach** means a written notice served on you or your agent by your tenant which notifies you of a breach of the rental agreement and requires you to fix the breach within the time specified.

**Open air** means anywhere at the insured address that is not fully enclosed or lockable. For example, carports, verandas, driveways and pergolas.

**Pair** means two things which are used together or may be regarded as a unit.

**Period of insurance** means the period that is covered by your policy, shown on the Certificate of Insurance.

**Policy** means the contract between you and us and includes this document, any other applicable supplementary PDS(s) and the Certificate of Insurance.

**Premium** means the total amount you pay for this policy, as shown on the Certificate of Insurance. It includes government taxes such as GST and any other duties or charges that apply. If you pay your premium by monthly instalments, your premium is the total of the instalments you need to pay over the period of insurance.

**Rent** means the amount of money payable on a regular basis by the tenant to lease or rent your rental property, as set out in a current valid written rental agreement.

**Rental property** means the private residential buildings at the insured address stated on your Certificate of Insurance, including domestic fixtures and permanent structural improvements.

**Set** means a group of similar or related items that belong or function together.

**Site** means the land at the insured address of your rental property as shown on your Certificate of Insurance. It includes the garden or yard within the legal boundaries of that land. It does not include common property or a public area such as the nature strip outside your rental property.

**Sum insured** means the replacement cost of your buildings or your contents as shown on your Certificate of Insurance. It includes taxes and charges and is the maximum amount we will pay in settlement of any claim.

**Tenant** means any person named in a rental agreement who has been given the right to occupy the rental property and any other person who permanently resides there.

**Terrorism** means 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.

**Unable to live in your rental property** means that your tenants are unable to live in your rental property if the loss or damage we cover has caused:

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

**We, us** and **our** means the product issuer Insurance Australia Limited (IAL).

**Your family** means your spouse or partner, or any of the following people who normally live with you:

- > your children, brothers, sisters, parents, grandparents or grandchildren, or
- > the children, brothers, sisters, parents, grandparents or grandchildren of your spouse or partner.

**You** and **your** means all the people named as the insured on the Certificate of Insurance.

## 3. Insured events

We cover loss or damage to your rental property's buildings and/or contents when the unexpected happens. These are known as 'Insured events'.

### Accidental breakage of glass – Buildings

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Available if you have:



**Buildings** cover

If any item shown here is unintentionally broken and has a fracture that extends through its entire thickness.

✓ **We will cover under Building Insurance:**

- > any glass which is a fixed part of your building, or
- > any shower screen, shower base, sink, basins, bath or toilet, which is accidentally damaged.

✗ **We won't cover:**

- > any glass which was already damaged or in an imperfect condition,
- > glass forming part of a conservatory or glass house,
- > a tiled shower base,
- > any part of a ceramic or glass cooking surface including a glass top or induction top, or
- > any damage where the breakage is not through the entire thickness of the glass or the shower screen, shower base, sink, basin, bath or toilet.

### Accidental breakage of glass – Contents

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Available if you have:



**Contents** cover

If fixed glass in an item shown here is unintentionally broken and has a fracture that extends through its entire thickness.

✓ **We will cover under Contents Insurance:**

- > any glass which forms part of your furniture, or
- > any hanging wall mirror, which is accidentally damaged.

**✗ We won't cover:**

- > any glass which was already damaged or in an imperfect condition,
- > glass that is in a TV, radio, computer equipment, watch, or clock,
- > any part of a ceramic or glass cooking surface of any kind, oven doors, heaters, induction tops,
- > contents items such as hand mirrors, crockery, china, glassware, porcelain, crystal, vases, ornaments, glass in pictures, or
- > any damage which occurred while the item was outside your rental property.

## Animal damage

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Available if you have:



**Buildings** cover, and/or



**Contents** cover

If loss or damage is caused by an animal not kept at your site.

**✓ We will cover:**

- > loss or damage caused by animals not kept at your site.

**✗ We won't cover:**

- > loss or damage caused by:
  - vermin, wildlife, rodents, insects or reptiles,
  - birds or any animal pecking, clawing, chewing, scratching, tearing, biting or soiling any building or contents that are not completely enclosed or that are stored in the open air,
  - any animal kept in your rental property or at your site.

## Bursting, leaking or overflowing

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Available if you have:



**Buildings** cover, and/or



**Contents** cover

If loss or damage is caused by sudden and unexpected water leaking or escaping from an item shown below.

**✓ We will cover:**

- > loss or damage caused by the escape of liquid from:
  - a domestic appliance,
  - an aquarium holding more than 60 litres of water,
  - fixed heating or cooling systems,
  - basins, sinks, toilets, baths or spa baths,

- drainage or sewerage systems, or
- taps, fixed pipes, water mains, gutters, guttering, water tanks or fixed tanks.

**✗ We won't cover:**

- > the costs of:
  - repairing or replacing the item that the liquid escaped from,
  - repairing a leaking or faulty shower recess or base, or
  - locating the cause of the damage unless it is causing permanent damage and we have agreed to the costs beforehand
- > loss or damage caused by:
  - seepage or slow escape of liquid over time even if you were not aware,
  - leaking or faulty shower recess or base,
  - condensation,
  - watering systems or hoses,
  - escape of water from a stormwater pipe off the site, stormwater channel or canal, or
  - an inadequate drainage or sewerage system
- > loss or damage to retaining walls.

## Earthquake

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If loss or damage is caused by an earthquake.

**✓ We will cover:**

- > earthquake,
- > landslide or subsidence that happens immediately as a direct result of an earthquake.

**✗ We won't cover:**

- > loss or damage:
  - caused by high tide, tidal wave, tsunami or other actions of the sea, or
  - sustained more than 72 hours after the initial earthquake.

## Explosion

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If loss or damage is caused by an explosion and there is physical evidence of the explosion.

✓ **We will cover:**

- > explosion.

✗ **We won't cover:**

- > loss or damage to the item that exploded, or
- > loss or damage caused by any flammable substance kept at or brought into your rental property or onto your site if this is in breach of statutory regulations.

## Fire

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If loss or damage is caused by burning with flames.

✓ **We will cover:**

- > fire,
- > bushfire.

✗ **We won't cover:**

- > loss or damage which results from scorching, burning or melting where there was no flame,
- > loss or damage which results from smoke, ash or heat unless:
  - your buildings or contents have caught fire, or
  - a neighbouring building or contents has caught fire, or
  - there is a bushfire.
- > loss or damage if the fire was started with the intention to cause damage by:
  - you or someone who lives in your rental property or,
  - someone who enters your rental property or site with your consent, or the consent of someone who lives there.

## Flood

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If loss or damage is caused by a flood or rainwater run-off.

✓ **We will cover:**

- > flood,
- > rainwater run-off.



### ✗ **We won't cover:**

- > the costs of clearing debris or mud from tanks, spas or pools
- > loss or damage to:
  - retaining walls, gates, fences or free-standing walls,
  - soil, gardens and pot plants,
  - outbuildings not adequately secured to their foundations,
  - compacted earth, gravel or pebbles on paths or driveways,
  - swimming pool covers, spa covers or plastic/vinyl pool liners (this includes liners used in ponds and/or water features),
  - paths, driveways and paved or concrete outdoor surfaces,
  - textile awnings or blinds, external shade cloth or solar covers, or
  - external paintwork where there is no other damage to that part of your rental property
- > loss or damage caused by:
  - water entering your rental property through an opening that was not created by the storm or flood,
  - water entering through an opening resulting from poor maintenance or defective workmanship, construction or design,
  - water entering your rental property due to building alterations, additions or renovations,
  - gradual deterioration from rainwater, or
  - high tide, tidal wave, storm surge, tsunami or other actions of the sea.

## Impact damage

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If loss or damage is caused by an item shown below.

### ✓ **We will cover:**

- > loss or damage caused by the impact of:
  - a falling tree or branch,
  - an external flagpole, mast, aerial or satellite dish which breaks and collapses,
  - an aircraft, watercraft, motor vehicle or attached trailer or caravan,
  - debris from space, an aircraft, rocket or satellite, or
  - falling towers, power or communication lines or poles.

**✗ We won't cover:**

- > loss or damage caused by tree cutting, lopping or felling on your site
- > costs to remove the stump
- > costs to cut down or remove a tree if it didn't cause any damage to your rental property or contents, or
- > loss or damage caused by the roots of trees, plants or shrubs.

## Lightning

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If loss or damage is caused by lightning.

**✓ We will cover:**

- > lightning,
- > power surge only as a result of lightning.

## Riot, civil commotion and industrial unrest

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If loss or damage is caused by a riot or civil commotion.

**✓ We will cover:**

- > riot, civil commotion, industrial or political disturbance.

**✗ We won't cover:**

- > loss or damage arising after 72 hours from the commencement of any riot, civil commotion or industrial unrest,
- > loss or damage caused by:
  - you or someone who lives in your rental property,
  - someone who enters your rental property or site with your consent, or the consent of someone who lives there.

## Storm

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If loss or damage is caused by a storm.

✓ **We will cover:**

- > violent wind or thunderstorm (including a tornado or cyclone),
- > heavy rain, hail or snow.

✗ **We won't cover:**

- > the costs of clearing debris or mud from tanks, spas or pools,
- > loss or damage to:
  - retaining walls gates, fences or free-standing walls,
  - soil, gardens and pot plants,
  - outbuildings not adequately secured to their foundations,
  - compacted earth, gravel or pebbles on paths or driveways,
  - swimming pool covers, spa covers or plastic/vinyl pool liners (this includes liners used in ponds and/or water features),
  - paths, driveways, tennis court surfaces and paved or concrete outdoor surfaces,
  - textile awnings or blinds, external shade cloth or solar covers, or
  - external paintwork where there is no other damage to that part of your rental property.
- > loss or damage caused by:
  - water entering your rental property through an opening that was not created by the storm or flood,
  - water entering through an opening resulting from poor maintenance or defective workmanship, construction or design,
  - water entering your rental property due to building alterations, additions or renovations,
  - gradual deterioration from rainwater, or
  - high tide, tidal wave, storm surge, tsunami or other actions of the sea.

## Theft or attempted theft

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If loss or damage is caused by a theft or attempted theft.

✓ **We will cover:**

- > theft,
- > attempted theft.

✗ **We won't cover:**

- > theft or damage caused by:
  - you, or
  - someone who lives at your site, or
  - someone who enters rental property or your site with your consent, or the consent of someone who lives at your site.
- > theft or attempted theft:
  - any common property or public area, or
  - by tenants (unless the optional cover – 'Damage caused by tenants' is purchased, refer to page 31),
  - from unlocked garages, common areas or storage areas of residential flats, units and the like.

## Vandalism and malicious acts

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If loss or damage is caused by vandalism or a malicious act.

✓ **We will cover:**

- > vandalism,
- > a malicious act.

✗ **We won't cover:**

- > if the vandalism or malicious act is committed by:
  - you,
  - someone who enters your rental property or site with your consent, or the consent of someone who lives there,
  - tenants (unless the optional cover – 'Damage caused by tenants' is purchased, refer to page 31),
- > loss or damage caused by:
  - tenant neglect, carelessness, poor housekeeping or unhygienic living habits,
  - damage occurring during maintenance carried out by the tenant or anyone acting on their behalf,
  - damage as a result of repairs, or attempted repairs, carried out by the tenant or anyone acting on their behalf,
  - damage caused by pets belonging to your tenant, or
  - scratching, denting, chipping, rubbing or chaffing.

## 4. Legal liability

Available if you have:



**Buildings** cover, and/or



**Contents** cover

This policy provides additional cover for legal liability.

### ✓ **We will cover:**

Legal liability cover insures you against the costs of paying compensation for death or bodily injury to other people or for loss or damage to their property.

If your Certificate of Insurance shows that you have Buildings cover, we cover your legal liability which results from an incident:

- > at your rental property or site, and
- > in connection with you owning the buildings of your rental property.

If your Certificate of Insurance shows that you have Contents cover, we cover your legal liability which results from an incident:

- > at your rental property or site, and
- > in connection with you owning the contents at your rental property.

The most we will pay for all claims arising from any one incident is \$20 million. This amount includes GST and all legal and defence costs we have agreed to pay.

### ✗ **We won't cover:**

We will not cover liability for personal injury or property damage arising from, or in connection with:

- > any of the General exclusions on pages 35 - 38,
- > the use of any aircraft, other than model aircraft with a wingspan less than 1.5 metres,
- > the use of any watercraft other than canoes, surfboards, surf skis, sailboards or other non-motorised watercraft less than three metres in length,
- > the use of any vehicle other than ride-on mowers, motorised golf carts and motorised scooters which do not require registration and do not require compulsory insurance or to be covered under a statutory scheme,
- > any trade, business, occupation or employment carried on by you, your family or anyone living at your rental property,
- > the use of your rental property or the site for any business purpose or farming activity,
- > vibration, removal, weakening or interference with any land, buildings or other property,
- > any asbestos or any products containing asbestos,
- > the transmission of any disease by you or your family or any contaminated body fluid or body product,

- > any illegal or unlawful activity by you or your family or anyone acting with the consent of you or your family,
- > an intentional act or omission by you or your family or anyone acting with the consent of you or your family, or any act or omission with reckless disregard for the consequences.
- > Legal liability claims:
  - by you, or
  - by your family, or
  - by any person who lives with you, or
  - by any person covered under this cover for 'Legal liability',
- > claims where there is insurance required by law that provides cover for the liability,
- > liability which arises only because you or your family have agreed to take that liability on,
- > defamation,
- > any admission of liability you have made, to the extent that you would not have been liable had you not made the admission,
- > loss or damage to any property in your care, custody or control other than property you live in as a residential tenant,
- > any building work, including any extensions, alteration or renovations to your rental property which is in progress that costs \$25,000 or more,
- > any civil or criminal penalties, fines, or exemplary, aggravated, punitive or multiple damages or awards for which you are liable,
- > any incident which did not occur during the period of insurance,
- > any event which you have organised or are legally responsible for, unless the event occurs in your rental property or at the site,
- > any animal other than a domestic dog or cat kept as a pet in your rental property or at the site,
- > any professional or amateur sporting activity,
- > actions brought against you in a court outside Australia,
- > the common property, where your rental property is a company share, stratum or strata title property,
- > the supply of any alcohol or drugs, to the extent it causes, contributes to or gives rise to any claim,
- > the consumption of any drugs or alcohol unless the consumption did not cause or contribute to the incident,
- > tree lopping or tree felling on the site, or
- > the discharge, dispersal, release or escape of pollutants, waste materials or other irritants and contaminants on or into land, the atmosphere or any watercourse or body of water.

## 5. Building Insurance

In this section, we outline what you're covered for when your Certificate of Insurance shows you have Building Insurance. We also outline any specific limits, exclusions and conditions that apply to your cover. General exclusions also apply.

### What we mean by Buildings

Under Building Insurance we cover loss or damage to the rental property you own. These buildings must be used for domestic or residential purposes and are fully enclosed with walls, fully glazed windows, doors and a roof.

#### Your buildings include:

- > domestic residential building(s) at your insured address that can be locked up,
- > fixtures or items permanently attached or fixed to your rental property that comply with local government or other law requirements – e.g. light fixtures, built in wardrobes, kitchen cupboards and floor coverings other than carpets or carpet tiles,
- > fixed wall or ceiling coverings,
- > tennis courts,
- > permanently installed swimming pools, saunas and spas (and their fixed accessories),
- > fixed shade sails, exterior blinds and awnings,
- > domestic appliances in purpose-built cupboards or bench space, such as a dishwasher,
- > alarm systems, air conditioners and domestic appliances which are permanently connected to the electricity system such as a stove,
- > fixed appliances, which are permanently connected to the gas systems such as room heaters,
- > built in furniture,
- > fixed barbecues, clothes lines, aerials, masts and satellite dishes,
- > paved paths and paved driveways – up to \$10,000,
- > artificial lawns – up to \$1,000, and
- > walls, gates and fencing, service pipes, cables, poles, wires, meters and switches that you own or are legally responsible for.

#### Your buildings do not include:

- > anything which is listed under 'Your contents include' on page 27,
- > a mobile home, caravan, houseboat or any temporary or demountable structure,
- > hotels, motels, boarding houses, commercial buildings, exhibition or display homes,
- > any part of the site that you use or intend to use for hobby farming activities, whether for profit or not (including stables, machinery, hay sheds, boundary or internal fences),

- > any part of a building or site used for conducting a business, trade or profession other than as described in your Certificate of Insurance,
- > any part of a building or structure which cannot be locked because it is undergoing any alteration or renovation or is being rebuilt,
- > buildings under initial construction,
- > a building which is owned under company share, stratum or strata title,
- > trees, plants, lawns, shrubs and hedges planted in the ground,
- > seawalls, wharves, jetties or pontoons,
- > unpaved paths, unpaved driveways or the loose surfaces of paths, driveways or tennis courts,
- > carpets, carpet tiles or loose floor coverings,
- > internal blinds or curtains,
- > above ground swimming pools or movable spas or saunas,
- > electrical equipment which normally attaches to a power point only, or
- > any item which is not fixed to the buildings.



## 6. Contents Insurance

In this section, we outline what you're covered for when your Certificate of Insurance shows you have Contents Insurance. We also outline any specific limits, exclusions and conditions that apply to your cover. General exclusions also apply.

### What we mean by Contents

Under Contents Insurance we cover loss or damage to household goods kept in your rental property and used for domestic purposes. These contents are owned by you or you are legally responsible for them. These Contents are not permanently attached to any building.

#### Your contents include:

- > internal blinds or curtains, furniture and furnishings,
- > carpet or carpet tiles,
- > loose floor coverings including floating floorboards,
- > above ground swimming pools or movable spas or saunas,
- > electrical equipment which normally attaches to a power point only, and
- > fixtures and domestic structural improvements inside a strata title unit that are not insured by the body corporate.

#### Your contents does not include:

- > anything which is listed under 'Your buildings include' on page 25,
- > anything kept at the site which is not in a fully enclosed area with a roof and able to be secured,
- > clothing, bicycles and sporting equipment,
- > household tools and gardening equipment used for personal purposes,
- > ride-on mowers, motorised golf carts and motorised scooters,
- > musical instruments, photographic equipment and their accessories, electronic and audio-visual equipment,
- > money and negotiable documents of any kind,
- > credit cards or financial transaction cards,
- > hand woven carpets, oriental rugs, artwork, antiques, curios, furs, collections and collectables,
- > computers (including portable computers), computer equipment, electronic organisers, tablets and mobile telephones,
- > CDs, DVDs, videos, media purchased online, licensed computer games and software,
- > jewellery and watches and any items containing gold or silver,
- > tools, instruments and equipment used for your business,

- > personal medical equipment, wheelchairs, artificial body parts, aids and accessories,
- > money or negotiable financial instruments belonging to your business, trade or profession,
- > travel or other tickets, coupons or gift vouchers,
- > stock in trade,
- > pets or animals of any kind,
- > computer records or electronic data files,
- > unfixed building materials and uninstalled fixtures and fittings,
- > motor vehicles, motorcycles, trail bikes, motorised go karts or minibikes,
- > caravans, trailers or horse floats,
- > boats or watercraft including jet skis, canoes, surfboards, surf skis, sailboards or their parts and accessories,
- > hang gliders or aircraft including model aircraft or their parts and accessories,
- > farm vehicles, farm trailers, farming implements or equipment,
- > plant or earthmoving equipment or their parts and accessories,
- > unset precious or semi-precious stones and bullions,
- > firearms,
- > air conditioners housed in a cavity or mounted on a wall,
- > coin and stamp collections,
- > dishwashers housed in cupboards or benches,
- > electronic diaries and mobile telephones,
- > keys to doors or window locks and the combination to safes,
- > loose or compacted surfaces including but not restricted to earth, gravel, pebbles, rocks, sand, soil,
- > bark or mulch,
- > office and surgery equipment and tools belonging to you and your business,
- > property of tenants, roomers, boarders or paying guests,
- > stock, money and stamps belonging to either your business or a family member's business,
- > travel or other tickets, coupons, gift vouchers, licenses or passports, or
- > trees, lawns, hedges, plants, shrubs, garden beds, rockeries and other plants, except when growing in pots.

## 7. Additional benefits

The following benefits apply when we have accepted your claim. You should note that the following are subject to the General exclusions detailed on pages 35 - 38 and any conditions noted under the Additional benefit.

These benefits apply depending on the type of insurance you have.

### Demolition and removal of debris

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Available if you have:



**Buildings** cover, and/or



**Contents** cover

If an insured event causes loss or damage to your rental property and it is necessary to demolish part or all of your rental property or remove any debris.

Specific qualifications or building approvals may be required to undertake this work and we ask you discuss this with us prior to making any arrangements to enable us to understand the work required to approve the supplier and the expected cost.

#### ✓ We will:

- > arrange for and pay up to 10% of the buildings' sum insured towards costs of the demolition of your rental property if it has been destroyed as a result of an insured event. (This benefit is additional to the sum insured of your buildings), or
- > arrange and pay up to 10% of the contents sum insured towards the removal of damaged contents debris from the site after an insured event. (This benefit is additional to the sum insured of your contents).

#### ✗ We won't:

- > pay for costs to remove any tree stumps, or
- > pay for costs to remove fallen branches or trees if your rental property was not damaged by them.

### Key and lock replacement

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If the keys for an external door or window lock to your rental property are stolen during a theft at your site and we agree to pay your claim for theft.

✓ **We will:**

- > pay up to a maximum of \$500 per incident towards costs of rekeying or replacing locks and cylinders on the doors or windows for which the stolen keys were intended.

✗ **We won't:**

- > pay for the rekeying or replacement of locks and cylinders which are the responsibility of the body corporate, or
- > pay if the keys were covered by any other contract of insurance.

## Professional and rebuilding fees

---

Available if you have:



**Buildings** cover

If an insured event causes loss or damage to your rental property and you need to pay certain fees to repair or rebuild your rental property.

✓ **We will:**

- > pay up to a maximum 10% of the sum insured of your buildings towards:
  - reasonable fees of architects, consultants, engineers, surveyors and solicitors necessary for the repair or replacement of your rental property. (This benefit can be additional to the sum insured of your buildings), or
  - any fees we agree you need to pay to meet the requirements of a statutory authority.

✗ **We won't:**

- > pay for fees to rebuild any part of your rental property if it was an illegal construction,
- > pay if a statutory authority served a notice on you before the insured event took place, and as a result of that the fees covered under this benefit are increased, or
- > pay any costs relating to undamaged parts of your rental property.

## 8. Optional extras

If you choose to include any of these Optional extras to your policy, you will need to pay an additional premium. If you have added any Optional extras they will be shown on your Certificate of Insurance. The below options depend on the type of insurance you have.

### Damage caused by tenants

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Damage caused by tenants excess applies, refer to page 50.

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If your buildings and/or contents are damaged whilst at the site of the insured property and the damage was caused by a deliberate or intentional act by a tenant during the period of insurance.

Refer to page 27 to see 'What your contents include'.

#### ✓ **We will**

- > cover you for the damage caused by tenants up to your buildings or contents sum insured shown on your Certificate of Insurance.

#### **Conditions:**

- > There must be a rental agreement between you and the tenant which states:
  - the term of the rental period,
  - the amount of rent payable to you, and
  - the amount of bond money that the tenant is required to pay.

#### ✗ **We won't cover:**

- > any legal liability under this Optional extra,
- > tenant neglect, carelessness, poor housekeeping and unhygienic living habits, or
- > damage caused by a tenants guest.

## Loss of rent cover

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

If your rental property becomes vacant due to an insured event and your tenant/prospective tenant (if the property was vacant at the time) is unable to live in your rental property or access your rental property.

Loss of rent is also covered if you have Building Insurance only and the loss of rent is caused by damage/loss to the following:

- > fixed coverings to walls, floors and ceilings, carpets, internal blinds and curtains, and
- > services (whether underground or not) including communication installations, electricity and water.

✓ **If your property is vacant, we will:**

- > pay up to the weekly rent amount listed in your current Certificate of Insurance for this cover, up to a period of 12 months or until a prospective tenant can move in, whichever comes first.

✓ **If the property is occupied by a tenant, we will:**

- > pay the weekly rent amount you were paid by your tenant immediately before the insured event, up to a period of 12 months or until the tenant can move in, whichever comes first.

✗ **We won't:**

- > pay for any rent which is in arrears prior to the date of the incident,
- > pay if you have failed to rectify a notice to remedy breach, issued by the tenant to you or your agent,
- > provide cover for any period after the building is repaired or access to the building is restored, regardless of whether or not your tenants move back into the building or you re-let the building,
- > pay if your property is vacant at the time of the insured event, unless you can satisfy us that there were reasonable prospects that the building would have been tenanted before the loss or damage.

## Motor burn out cover

---

Available if you have:



**Buildings** cover, and/or



**Contents** cover

You can choose to cover your electric motors for burn out (also known as fusion) for up to 10 years from when they were made. You can choose to add Motor Burn out cover for your contents Insurance, for your building Insurance or both. If you do,

✓ **We will:**

- > pay the required cost up to \$3,000 per per incident towards repairing or replacing an electric motor which forms part of your buildings,
- > pay the required cost up to \$2,000 per per incident towards repairing or replacing an electric motor which forms part of your contents.

This includes the service call, parts and labour.

✗ **We won't pay for:**

- > an electric motor used for business, trade or professional purposes,
- > an electric motor that is over 10 years old from its date of manufacture,
- > electric motors if the loss or damage is covered by a warranty,
- > the cost of any part which is not part of the electric motor,
- > fuses, switches, electrical contacts or protective devices, or
- > the removal or re-installation of a submerged or underground motor.

## Tenants rent default cover

---

Tenants rent default excess applies, refer to page 51.

Available if you have:



**Buildings** cover, and/or



**Contents** cover

**If:**

- > your tenant vacates the site without notice before the end date of the rental agreement, or
- > your tenant defaults in paying rent owed at the site under the terms of the lease to you or your rental agents, or

- > your tenant is legally evicted from the rental property for not paying rent or any other breach of the rental agreement by the tenant.

✓ **We will:**

- > cover up to 10 weeks for a maximum of \$5,000 for any one period of insurance or,
  - > until the site is re-tenanted,
- whichever happens first.

(You can only claim rent default under Building Insurance or Contents Insurance – you can't claim under both).

**Conditions:**

- > Any payment will be reduced by:
  - the amount of the tenants bond money left after deducting allowable re-letting expenses outlined on your lease agreement, and
  - the excess for this cover as stated in the Certificate of Insurance,
- > a notice to leave has been issued by you or your rental agent to the tenant for non-payment of rent, or a notice of termination for non-payment of rent must be issued as soon as possible.

✗ **We won't cover:**

- > if we previously paid a claim under the same rental agreement for:
  - rent default, or
  - vandalism or a malicious or a deliberate or intentional act by a tenant or their guest,
- > if your tenant is behind in rent payments before your policy starts, but it will begin when the tenant has paid all the arrears and meets the payments under the rental agreement for a minimum of four consecutive weeks,
- > if you or your agent have breached any part of the rental agreement between you and the tenant,
- > if the regulations and procedures outlined in the relevant state laws relating to ending a tenancy are not followed by you and your rental agent or,
- > if an agreement of any kind is made between you and the tenant to terminate the rental agreement.



## 9. General exclusions

As flexible and as extensive as your Landlord policy is, we simply can't cover everything. So, here's a list of things your insurance won't cover.

### What's not covered

We will not pay for any loss, damage or liability arising directly or indirectly from, or connected with, any of the following:

**Actions of the sea** including storm surge, tidal waves, tsunamis and high tides.

**Any breach** of statutory obligations, government or local authority regulations or by-laws, or the costs of complying with any notices received before you make a claim under this policy.

**Any highly pathogenic avian influenza or any disease** declared to be a quarantinable disease under the *Biosecurity Act 2015 (Cth)* and subsequent amendments.

**Breakdown** including mechanical, electrical or electronic breakdown, failure or malfunction of an item, except as provided for by the Buildings or Contents – Optional extras for Motor burn out (refer page 33).

**Building work and Construction** or any building work, including any extensions, alterations, renovations or whilst your rental property is in the course of initial construction.

**Chipping, cracking or scratching** of any item or surface.

**Courier or postal delivery** of any insured property.

**Damage to swimming pools, spas, septic tanks** or other in ground structures, including their surrounds, caused by hydrostatic pressure.

**Depreciation** or loss of your rental property or content's value.

**Earth movement**, landslide, landslip, subsidence, erosion, settling, heaving, shrinkage, expansion or any other earth movement unless it happens immediately as a result of an earthquake.

**Electronic data**

- (i) the corruption, destruction or alternation of or damage to data, coding program or software, or
- (ii) the unavailability of data or reduction in functionality, availability or operation of hardware, software and embedded chips, or
- (iii) any business interruption resulting from (i) or (ii).

**Error in Computer programming** or instructions to the computer.

**Financial loss or cost arising from:**

- > you breaching the rental agreement or breaching tenancy laws, or
- > an incident involving your tenant where there is no rental agreement.

**Fine, penalties, charges** or **GST** you are liable for that arise from misrepresenting (or failing to disclose) your actual input tax credit entitlement in the settlement of any claim or premium relating to the policy.

**Imminent events** including bushfires, grass fires, flood, storm, rainwater or named cyclone occurring within 48 hours of the start date of your policy, unless:

- > your rental property was first occupied less than 24 hours before the start date of your policy, or
- > your policy replaced another policy covering the same rental property and there has been no break in cover, in which case our liability is limited to the lower sum insured under the two policies.

**Items owned by you** that are in storage at the site, including motor vehicles.

**Lawful seizure**, repossession, confiscation, nationalisation or requisition of your rental property or your contents.

**Legal liabilities** of any nature whatsoever, but this exclusion for legal liability will not apply to the distinct cover for legal liability set out on page 23.

**Loss of profit** or **consequential loss** of any kind, unless specifically covered under this policy. **Consequential loss** means any direct or indirect financial or economic loss that you or anyone else may suffer. For example loss of use or enjoyment, loss of profits or depreciation.

**Misplaced item(s)** meaning any item which is unaccounted for, lost or misplaced.

**Mould**, algae or mildew, wet or dry rot, or rising damp, unless it is caused by an insured event.

**Non-compliance** with government regulations relating to buildings.

**Nuclear Contamination** the actual or threatened existence or operation of nuclear, chemical or biological weapons or nuclear fuel, waste or materials, actual or threatened contamination or pollution from such agents, ionising radiation, the combustion, detonation, fission or fusion of nuclear fuel or nuclear materials, or action taken by a public authority or anyone authorised by such authority to prevent, limit or remedy such threat, operation, pollution or contamination.

**Poor maintenance** or inadequate maintenance or failure to keep your rental property in good repair.

**Pre-existing damage** or any loss or damage which occurred before the start date of your policy.

**Processes** of:

- > cleaning, repairing, restoring or retouching of any item, or
- > any process necessarily involving the use of chemicals, or
- > the application of heat.

**Power surge** other than as a direct result of an insured event.

**Removing** or **weakening** supports or foundations for alterations, additions, renovations or repair.

**Shrinkage, settlement, vibration, contraction, or expansion** in building, foundations, walls or pavements.

**Structural defects** including inherent defects, faulty design or workmanship.

**Stump** or **tree removal** of trees or plants that have fallen but not damaged your rental property.

**Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action in controlling, preventing, suppressing, retaliating against, or responding to any act of Terrorism.

The **incorrect siting** of **buildings**.

**Tree felling** or **tree lopping** on the site.

**Tree** or **plant roots** and any of their actions.

**Unlawful, malicious or deliberate acts** by you or someone:

- > who lives in your rental property, or
- > who is a member of your family, including a de facto spouse, or
- > who has entered your rental or site with your consent, or the consent of a person who lives in your rental property, or
- > who is acting with your permission or implied consent.

**Unoccupancy** if your rental property or the site is unoccupied for longer than 60 consecutive days, unless you have told us about this, and we have agreed to provide cover.

**War, riot, nuclear materials or asbestos**

- > war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or
- > radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material, or
- > asbestos.

**Water damage including:**

- > water seeping through or into walls, roofs or floors,
- > water entering your rental property through an opening made for the purpose of alterations, additions, renovations or repairs.

**Wear and tear** including gradual deterioration, rust, corrosion, fading or deterioration from exposure to light.

**Workers' Compensation** or any coverage that requires compulsory insurance or employer liability insurance.

**You not taking reasonable care** to protect your rental property or contents against loss or damage.

## 10. Claims

We know that having your property stolen or damaged is stressful. Our claims team is here to support you by guiding you through the claims process.

### How to claim

If you are lodging a claim online or calling us, ensure your claim is lodged as soon as reasonably possible, as any delay could disadvantage you.



Lodge and manage a claim 24/7,  
365 days a year through our online  
Insurance Service Centre:  
[coles.com.au/insurance/make-a-claim](https://coles.com.au/insurance/make-a-claim)



or,  
**Call us** - on 1300 265 374

If you do the following, we'll be able to handle your claim as quickly as possible.

1

**Do what you can** to take safe and reasonable steps to prevent or avoid any further loss, damage, injury or liability.

2

**Call the police** as soon as you can if the claim involves:

- > theft or attempted theft, or
- > malicious acts or damage, or
- > impact by a vehicle, or
- > civil unrest.

Give the police a list of items which have been stolen or damaged and keep a record of the incident or report number.

3

**Hold on to any damaged property** in case we need to inspect it at a reasonable time and place. So, make sure you don't arrange replacements or authorise any repairs without telling us first.

4

**Notify us** if someone is holding you responsible for death or bodily injury to other people or for loss or damage to their property, or if you have received any demands or correspondence related to any such claim.

If someone is holding you responsible make sure you, **don't**:

- > admit that you are, or may have been, at fault or responsible for the incident,
- > make a promise or offer to pay anyone for anything, and
- > delay in sending us any relevant documents you receive.

## **Buildings – what we will and won't pay**

### **What we will pay**

If your buildings are insured and loss or damage to your buildings occurs as a result of an insured event during the period of insurance, and

- > we agree to accept your claim, we will, choose whether to:
  - repair or rebuild your buildings, or
  - pay the necessary cost as determined by us of repairing or rebuilding your buildings.

When we settle your claim, we will have regard to the circumstances of your claim and consider any preference you may have.

We will pay up to the sum insured of your buildings, or up to any limit that applies under the relevant additional benefit, less any applicable excess.

If we choose to repair or rebuild your buildings, we can nominate the builder, repairer or supplier.

If we choose to repair your buildings, we will:

- > make our best attempts to match the materials used when your buildings were built or last renovated,
- > only repair or rebuild the parts of your buildings that have been damaged as a result of the insured event, and
- > not pay to repair or replace undamaged materials or sections of your building in order to create a uniform effect throughout your rental property.

If you wish to have additional repairs completed to undamaged materials or sections in order for materials to match, you are able to:

- > pay the extra cost of repairing or replacing the undamaged areas to achieve a matching appearance, or
- > we will pay you what it would have cost us to repair or replace the damaged area only.

Where we are unable to match materials, we will use or pay for materials which are of a similar kind or quality.

If we choose to rebuild your buildings, we will:

- > use new materials, and
- > rebuild your buildings to the same size and standard.

If we choose to pay the necessary cost of repairing or rebuilding your buildings, we may:

- > pay our builder directly, or
- > pay you.

If we pay you, we will pay either:

- > the costs you actually incur, or
- > the reasonable cost of what it would cost us to repair or rebuild your home provided that cost is available to or actionable by you, up to the building sum insured listed on your Certificate of Insurance.

### **What we won't pay**

If you do not commence repair or replacement of your buildings within six months of the date the loss or damage occurred, we will not be liable for any additional costs for unreasonable delays caused by you or any repairer, builder or supplier you appoint or engage in repairing or rebuilding your home.

If you decide not to proceed with the rebuilding or repair of your buildings, we will pay:

- > the rebuilding or repair cost as at the date of loss or damage, up to the building sum insured listed on your Certificate of Insurance.

If we accept your claim for loss or damage to a dividing fence, we will only pay half the cost of repairing the fence.

## **Contents – what we will and won't pay**

### **What we will pay:**

If your contents are insured and loss or damage to your contents occurs as a result of an insured event, during the period of insurance and we agree to accept your claim, we will, choose whether to:

- > repair or replace your contents, or
- > pay the necessary cost as determined by us of repairing or replacing your contents, or
- > we will pay up to the sum insured of your contents, or up to any limit that applies under the additional benefit, less any applicable excess.

When we settle your claim, we will have regard to the circumstances of your claim and consider any preference you may have.

If we choose to repair or replace your contents, we will nominate the repairer or supplier.

If we choose to repair or replace your contents, we will make our best attempts to match the materials and contents.

If we are unable to match materials, we will use or pay for materials which are of a similar kind or quality.

If your claim is for damage to carpets, loose floor coverings, curtains or internal blinds, we will only pay for repair or replacement in the rooms where the damage occurred.

If we choose to replace your contents, we will replace items with those of a similar type, standard and specification as when new.

If we choose to pay the cost of repairing or replacing your contents. We will pay:

- > the costs you actually incur, or
- > the reasonable cost of what it would cost us to repair or replace your contents provided that cost is available to or actionable by you, up to the contents sum insured listed on your Certificate of Insurance or limits within this PDS.

Replacement of your contents is on a new for old basis.

New for old means materials or items of the same type, standard and specification as when new. If the same is not available, it means materials or items of a similar type, standard and specification when new. It does not mean of a better standard, specification or quality as new, or of the same brand.

### **What we won't pay**

We will not pay for matching carpets, curtains or internal blinds in other rooms or areas of your rental property to create a uniform effect throughout your rental property.

If you wish to have additional work completed, or any floor or window coverings replaced, or for materials or items to match or any work in any adjoining room or your entire home, you are able to:

- > pay the extra cost of repairing or replacing the undamaged areas to achieve a matching appearance, or
- > we will pay you what it would have cost us to repair or replace the damaged area.

If there is loss or damage to a pair, set or collection, then we only cover the part that was affected. Where it is not possible to repair or replace the damaged part and this will impact the mechanical or electronic operation of the entire pair or set we will:

- > replace the entire pair or set, or
- > pay you the value of the damaged pair or set.



## The claims process

### Help us manage your claim

- > Tell us everything you can about the loss or damage so that we can assess your claim. Also tell us if you believe that anyone has caused the loss or damage.
- > We may request that you provide us with quotations for the repair or replacement of your buildings or contents.
- > Allow us or our representatives to inspect your damaged buildings or contents at a reasonable time and place when necessary to assess your claim.
- > Keep all damaged property so we can inspect it at a reasonable time and place if required.
- > We may request valuations, receipts or other proof of ownership.
- > Pay your excess (if applicable) on time. (Refer to page 47 for details on 'When to pay your excess'.)
- > Let us know if there is any other insurance on the buildings or contents you are claiming for.
- > As soon as reasonably possible, send us any communications that you receive about any incident or claim (for example, emails, letters, notices or court documents).
- > Cooperate with us, this might include giving evidence in court.
- > Tell us about any input tax credits or other amounts you are entitled to, if you are registered for GST, and
- > Pay to any financier the difference between our claim settlement amount, if we elect to pay the sum insured of your buildings, and the outstanding amount of your home loan.

### What we will do

When you make a claim, we will handle your claim in a fair, transparent and timely manner.

If we have accepted your claim, this means that:

### If your claim is for loss or damage to your buildings

- > We will obtain independent, competitive quotes from our recommended suppliers and repairers. You may also provide a quote from a supplier or repairer of your choice.
- > We will determine the work that is necessary to repair or rebuild your building and review the quotes.
- > You may choose to make design or structural changes to your building. Any additional cost of such changes is your responsibility. If you choose to do so, we may at our option settle your claim by payment to you of the necessary cost as determined by us of repairing or rebuilding your buildings.
- > We will decide whether the loss or damage can be repaired or whether to rebuild or pay the cost of

rebuilding your buildings. We will pay up to the sum insured of your buildings or up to any limit that applies under the additional benefit, less any applicable excess.

- > If we decide to repair or rebuild your buildings:
  - we will choose the supplier or repairer who has provided the most complete and competitive quote,
  - we will oversee the repair or building work and keep you informed of progress, and
  - we will guarantee the quality of materials and workmanship of repairs that we authorise and arrange for the lifetime of your rental property.
- > If we decide to pay the cost of rebuilding and your buildings are subject to a mortgage, we will pay the sum insured, less any excesses which may apply, to the financier. If the claim payment does not settle the amount owing to the financier, you must pay the difference or, if the claim payment exceeds the amount owing to the financier, we will pay the difference to you.

### **If your claim is for Tenants rent default cover or Damage caused by tenants cover**

Any payment we make for a claim under these optional extras will be reduced by:

- > the amount of the tenants bond money left after deducting allowable re-letting expenses outlined on your lease agreement, and
- > the excess for this cover as stated in the Certificate of Insurance.

### **If your claim is for loss or damage to your contents**

- > We may arrange for an assessor to meet with you, to obtain the full details of your loss.
- > We will discuss with you how best to make good the loss or damage.
- > We will decide whether to repair or replace your contents or pay the cost of repairing or replacing your contents.

When we settle your claim, we will have regard to the circumstances of your claim and consider any preference you may have.

We will pay up to the sum insured of your contents or up to any limit that applies under the additional benefit, less any applicable excess.

- > We will obtain independent, competitive quotes from our recommended suppliers and repairers. You may also provide a quote from a supplier or repairer of your choice.
- > If we replace your contents and you choose items of a better type, standard or specification, any additional cost of such changes is your responsibility.

- > We will determine what is necessary to repair or replace your contents and review the quotes.
- > We will choose the supplier or repairer who has provided the most complete and competitive quote.
- > We will arrange with that supplier or repairer to repair or replace your contents and keep you informed of the progress.

## For all claims

- > The maximum amount that we will pay is the sum insured plus any additional amount you are entitled to as defined under additional benefits or optional extras.
- > When we settle your claim, we will reduce the amount we pay by the amount of the excesses shown on your Certificate of Insurance. The different excesses that may apply to your policy are explained on pages 47 - 52.
- > The amount that we pay will be based on GST inclusive costs. However, if you are, or would be, entitled to claim any input tax credits for the repair or rebuilding of your buildings or the repair or replacement of your contents, we will reduce any claim under the insurance by the amount of such input tax credits.
- > We may retain your damaged property, materials or items and keep the proceeds of any salvage sale. If you prefer to keep these items, we will determine the salvage value and deduct this amount from any payment we make. You may not abandon any damaged property by leaving it with us.
- > If you are held at fault for any claim against you, and we agree to do so, we will conduct the defence and/or settlement of any action brought about by other people.
- > We will pay the legal costs associated with defending any claim against you, if we have told you and we have appointed the solicitors who will defend the claim.

## Payments to the credit provider

We may decide to pay you cash for a claim on your mortgaged property. If so, we will first pay the credit provider the lowest of these amounts after deducting any excess(es) and unpaid premium:

- > the buildings sum insured, or
- > the required cost of repairing or replacing your rental property, or
- > the balance then owing to the credit provider under the mortgage.

If we make a payment to a credit provider, then that payment discharges our obligation to you under your policy for the amount we have paid.

## How your claim affects your policy

### If your claim is for loss or damage to your buildings

- > If we decide that the loss or damage to your building can be repaired, and:
  - we decide to repair your building, or
  - we decide to pay the cost of repairing your building, your policy will continue for the remainder of the period of cover. The sum insured will not be changed. There will be no change to your premium for the period of insurance.
- > If we decide that the loss or damage to your building cannot be repaired, and we decide to rebuild your building, your policy will continue for the remainder of the period of cover. The sum insured will not be changed. There will be no change to your premium for the period of insurance.
- > If we decide that the loss or damage to your building cannot be repaired, and we decide to pay the cost of rebuilding your building, cover under your policy will cease as soon as we accept liability. Because we will have met our obligation to you under your policy in full:
  - if you have paid an annual premium, we will not return any premium you have paid for the period after the date of loss or damage, or
  - if you are paying your premium in monthly instalments, there is no return of any part of an instalment you have paid and we will deduct any remaining instalments from the amount we pay. In this case, you will need to take out new insurance cover for your replacement buildings.

### If your claim is for loss or damage to your contents

- > If we decide that the loss or damage to your contents is less than the sum insured of your contents, and we decide to:
  - repair or replace your contents, or
  - pay the cost of repairing or replacing your contents, your policy will continue for the remainder of the period of insurance and the sum insured will be reinstated. There will be no change to your premium for the period of insurance.
- > If we decide that the loss or damage to any item or items of your contents is more than the limit that applies to that group, we pay the amount of that limit for the item. The cover for those items under your policy will cease as soon as we accept liability and your sum insured will be reduced by the sum insured for those items. Because we will have met our obligation to you in full:

- if you have paid an annual premium, we will not return any part of the premium you have paid for the lost or damaged items, or
- if you are paying your premium in monthly instalments, we will not return any part of an instalment you have paid, and any remaining instalments will remain payable in full.

## Excesses

An excess is the amount you contribute towards the cost of your claim.

There are 5 types of excesses:

- > Standard excess,
- > Nominated excess,
- > Damage caused by tenants excess,
- > Tenant's rent default excess, and
- > Loss of rent excess.

The type of excess you need to contribute depends on what your claim relates to. Also, you may need to contribute more than one excess.

Your current Certificate of Insurance shows the amount and types of excesses that apply to your policy.

## When to pay your excess

If you need to pay an excess, we may:

- > require you to pay the excess to the supplier when your property is replaced, or the repairer when your property is repaired, or
- > deduct the excess from any amount we pay to you.

If we request you to pay the excess, we will tell you who to pay and may require payment as part of the finalisation of your claim.



**For more information** about the excesses that may apply to your policy and how we work out your premium, see our Landlord Insurance Premium, Excess & Discounts (PED) Guide. To get a copy of our Landlord Insurance PED Guide free of charge visit [coles.com.au/insurance-information](https://coles.com.au/insurance-information)

## Recovery actions

### What we can do

When you make a claim under your Policy, you agree that we may:

- > take over and conduct in your name the defence or settlement of any claim against you and we'll have sole discretion in how the defence is conducted or a claim is settled,
- > proceed and recover in your name against any party responsible for the loss or damage or liability and you must not do anything which limits our right to do so, and
- > represent you at an inquest or official enquiry.

You must not do anything that prevents us from doing any of these things and you must give us information and cooperation that we reasonably require. See page 43 'Help us manage your claim'.

### What you can do

You can only take a recovery action in relation to any loss, damage or liability relating to a matter under this policy if we agree in writing to this. We may not provide consent and we may impose conditions on that consent. If we don't provide consent, we can at any time take over conduct of, or require you cease, any recovery action taken by you.

## Some examples of how we pay claims:

In this section, we outline examples of how we may pay some claims. These examples are illustrative only and any amount we pay for your claim depends on the details that apply to your situation.

### **Example 1: Loss or damage to your Buildings and Loss of rent**

A large tree has fallen onto your rental property's roof during a storm. Your tenants cannot live in the property as a result of this event.

Your buildings are insured for \$300,000, you have chosen a Nominated building excess of \$500, your weekly rental income is \$400 and you have chosen to include the optional extra of Loss of rent cover which has a separate excess of \$300.

#### **Steps of the claim**

After contacting us to lodge your claim, we assess the damage and determine the property is unliveable, as water has entered the property and the roof needs significant repairs to the value of \$10,000.

Our preferred repairer has estimated the repairs to your property will take approximately 4 weeks. Your tenant has found alternate accommodation for this period.

We advise you that two excesses will apply to this claim, one for Loss of rent optional extra and the other for building excess. We will pay you 4 weeks of lost rent of \$1,600, less the Loss of rent excess of \$300. This gives you a loss of rent payment of \$1,300. We advise that you need to pay your Nominated building excess of \$500 directly to our repairer.

We then settle the balance of the repair costs directly with our repairer.

## **Example 2: Loss or damage to your Contents**

A pipe suddenly bursts under the bathroom sink and causes flooding of the hallway carpet in your rental property.

Your contents are insured for \$20,000 and you have chosen a Nominated contents excess of \$650.

### **Steps of the claim**

After contacting us to lodge the claim, we assess the damage and determine your carpet cannot be saved. It will require replacement at a cost of \$2,000. We advise that you need to pay your nominated Contents excess of \$650 directly to the supplier who replaces your carpet.

We then settle the balance of the costs directly with our supplier.

## **Example 3: Damage caused by tenant to your Buildings and Contents**

Your rental property has damage caused by a deliberate or intentional act by your tenant and your building and contents have been affected.

Your building is insured for \$350,000 and you have chosen a Nominated building excess of \$700. Your contents are insured for \$30,000 and you have chosen a Nominated contents excess of \$500. Your weekly rental income is \$500 and you have chosen to include the optional extra of Damage caused by tenant cover which has a separate excess of \$300.

### **Steps of the claim**

After contacting us to lodge the claim, we assess the damage and determine the cost of repairs for your building to be \$4,000.

You have provided quotes to replace your damaged contents which we agree will cost \$1,800.

We advise you that one excess for Damage caused by tenant option will apply to this claim, as well as a deduction of 4 x the weekly rent.

We settle the costs directly with you and deduct your Damage caused by tenant excess of \$300 as well as 4 x the weekly rent of \$2,000 from the settlement amount.

We will pay you \$5,800 less the Damage caused by tenant excess of \$300 and 4 x the weekly rent of \$2,000

We pay you a settlement of \$3,500.



## **Example 4: Tenants rent default**

You discover that your tenant has abandoned your rental property and is currently 6 weeks behind in paying their rent and a notice to leave has been issued by you to the tenant.

Your building is insured for \$400,000 and you have chosen a Nominated building excess of \$800. Your contents are insured for \$20,000 and you have chosen a Nominated contents excess of \$700. Your weekly rental income is \$400 and you have chosen to include the optional extra of Tenants rent default which has a separate excess of \$300.

### **Steps of the claim**

After contacting us to lodge the claim, we request copies of the rental ledger and rental agreement.

We advise that we can cover you for the 6 weeks rent that is owing as well as an additional 4 weeks (unless a new tenant is found within this time). We also advise that one excess for Tenants rent default option will apply to this claim as well as a deduction of 4 x the weekly rent.

We will pay you \$4,000 less the Tenants rent default excess of \$300 and 4 x the weekly rent of \$1,600.

We pay you the settlement of \$2,100.

## **Example 5: Rent Default and Tenant Damage**

Your real estate agent has advised you that your tenant has been evicted due to non-payment of rent and after inspecting the property they discovered damage to several walls and doors.

Your building is insured for \$400,000 and you have chosen a Nominated building excess of \$800. Your contents are insured for \$20,000 and you have chosen a Nominated contents excess of \$700. Your weekly rental income is \$400 and you have chosen to include the optional extras of Tenants rent default and Damage caused by tenant which have separate excesses of \$300 each.

### **Steps of the claim**

After contacting us to lodge the claim, we assess the damage and determine the cost of repairs for your building to be \$2,000.

We also request copies of the rental ledger and rental agreement.

The rental ledger shows the tenant has not paid rent for 10 weeks and that a breach notice has been issued to the tenant. We advise you that two excesses apply to this claim one for Tenant rent default option and one for Damage caused by tenant option, as well as a deduction of 4 x the weekly rent.

How we determine the settlement:

- > \$2,000 less Damage caused by tenant excess of \$300, and
- > \$4,000 less Tenant rent default excess of \$300, and
- > deduct 4 x the weekly rent of \$1,600.

We pay you a total settlement of \$3,800.



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