



# LANDLORD INSURANCE

PRODUCT DISCLOSURE STATEMENT



**LANDLORD  
INSURANCE**  
PRODUCT DISCLOSURE STATEMENT

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# Our Product Disclosure Statement

This policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act and contains information designed to help you decide whether to buy the policy.

## Understanding your policy and its important terms and conditions

To properly understand this policy's significant features, benefits and risks you need to carefully read:

- about each of the available types of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings – see the “Introduction” section);
- “When we will not pay a claim under your policy” section (this restricts the cover and benefits);
- “Conditions of cover” and “Making a claim” sections (these set out certain obligations that you and we have. If you do not meet them we may reduce or refuse your claim to the extent we are prejudiced by your non-compliance); and
- “Other information” section (this contains important information on Your Duty of Disclosure, our Privacy policy and our Dispute Resolution process).

When you apply for the policy by completing our application we agree with you on things such as: the period of insurance; your premium; what property you want to cover; the limits you want for certain covers (if optional); excesses that will apply to you or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the schedule we issue to you.

The base premium we charge varies according to your risk profile (e.g. the location of the property, the type of property being insured, the amount of cover required, optional additional covers selected and relevant claims history etc).

In some cases discounts may apply if you meet certain criteria we set. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) and Fire Services Levy (where applicable) plus any additional charges we tell you of. In some cases a service fee will apply where you pay your premium by instalments. We tell you the total amount payable when you apply and if you effect cover, the amounts due will be confirmed in your schedule.

If you pay your premium by instalments refer to the “Conditions of cover” section for important details on your and our rights and obligations. If an instalment is not paid, we will let you know and we will try to deduct the overdue amount along with your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment amount fails, we will cancel your policy for non-payment. We will send you a notice advising you of cancellation and cancellation will be effective 14 days from the date on this notice. So it’s important that you pay your instalments on time. If you can’t, you should get in touch with us immediately.

This policy sets out the cover we are able to provide you with. You need to decide if the limits, type and level of cover are appropriate for you and will cover your potential loss. If they are not, you may be underinsured and have to bear part of any loss you are not covered for yourself. To avoid this, people seek to set the sum insured for the relevant property being insured at its estimated replacement value.

You should also read the GST Notice to understand how GST is applied to a claim.

If you have any queries, want further information about the policy or want to confirm a transaction, please use the contact details on the back cover.

## **Cooling off period and cancellation rights**

Even after you have decided to purchase this policy, you have a cooling off period and cancellation rights (see “Cooling off and cancellation rights under the policy” on page 47 for details).

## **Updating the PDS**

We may need to update this PDS from time to time. We’ll do this if certain changes occur, and we are required and permitted by law to do so.

We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes. You can get a paper copy of any changes free of charge by contacting us using the contact details on the back of this PDS.

# Introduction

Welcome and thank you for choosing Allianz, one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a range of highly featured products and services to our customers. As members of the worldwide Allianz Group, we are committed to continuous improvement of our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services. We also aspire to industry best practice procedures in all aspects of our business, so you can relax knowing the power is on your side.

## What the policy consists of

### Your policy consists of:

- this Product Disclosure Statement and Policy Document (PDS). The PDS is designed to provide information about the policy, to help you decide if it's what you need. We are required to provide a PDS under the Corporations Act;
- your Policy Schedule. Your policy schedule sets out who is insured, the cover(s) selected, the period of insurance, the premium payable, sums insured, limits of liability, excesses and other important information;
- any Supplementary PDS that applies. If we vary the PDS, we may issue a Supplementary PDS with the changes; and
- any other policy documents we specify at or prior to entry into your insurance contract or when required or permitted by law that vary or modify the policy.

The policy provides a number of covers which may or may not be provided to you as a retail client under the Corporations Act 2001 (Cth) depending on your circumstances. Only the parts of the policy document relevant to cover provided to you as a retail client and any other documents which we tell you are included (at or prior to entry into your insurance contract or when required or permitted by law), make up the PDS for the purposes of the Act.

This PDS (together with any amendments, updates or endorsements that we give you in writing which may vary it when required or permitted by law) will also apply for any offer of renewal we make, unless we tell you otherwise or issue you with a new and updated PDS.

You should carefully read and retain your insurance policy document and current schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance, will become the current schedule, which you should carefully read and retain.

### **General Advice Warning**

It is up to you to choose the cover you need. Because we and our representatives do not advise you on whether this policy is specifically appropriate for your objectives, financial situation or needs, you should carefully read this document before deciding.

## **Our agreement with you**

We will insure you for:

- loss or damage caused by one or more of the insured events;
- the other benefits; and
- any optional additional cover(s) you have selected,

as set out in this policy occurring during the period of insurance.

This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you selected when you applied for cover and which the current schedule indicates is in force; and
- of the verbal and/or written information provided by you which you gave after having been advised of your Duty of Disclosure either verbally or in writing. If you failed to comply with your Duty of Disclosure, we may be entitled to reduce our liability under the policy in respect of a claim and/or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of cancelling your policy from the effective date stated in the current schedule.

We only cover those parties shown in the schedule unless otherwise stated in the relevant policy section as being a person entitled to cover.

For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of non-disclosure, under the heading "Your Duty of Disclosure" on pages 52 to 53.



# If you have buildings cover

Your current schedule shows if you have buildings cover.

In order to be sure that you are covered under this policy you should always call us for approval before you incur certain expenses. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

## What are buildings

If you have selected buildings cover, the term buildings also includes:

1. pipes, cables, ducts, wires, meters and switches used in connection with the supply of water, drainage, sewerage, communication, electricity, cooling and heating which are your property or for which you are legally responsible and which are connected to the buildings;
2. fixed appliances which are permanently connected to the electrical, gas or plumbing systems such as air-conditioners, dishwashers, fans, hot water services, light fittings, room heaters and stoves;
3. fixtures and fittings, except those for which your tenant is legally responsible under the terms of the lease or similar agreement. These include fixed ceiling, wall or floor coverings (except for carpets, loose floor coverings, curtains and internal blinds), exterior blinds and awnings; and
4. when the buildings are not part of a strata title development, all structural domestic improvements which belong to you including:
  - a. carports, patios, gazebos and other structures which are not fully enclosed;
  - b. built-in furniture;
  - c. paved paths, paved driveways, terraces, walls, gates, fences, masts, aerials, satellite dishes, tennis courts, clothes lines and built-in barbecues;
  - d. permanently fixed swimming pools, saunas and spas (including their fixed accessories); and
  - e. jetties which are permanently fixed to the land at the risk address, and which are your property, and which have no commercial activities undertaken from them.

## What are not buildings

The following items are not buildings:

- a. portable electrical equipment which normally attaches to a power point only;
- b. carpets, loose floor coverings, curtains and internal blinds;

If your current schedule shows that you have contents insurance, items a. and b. above will be covered as contents.

- c. anything else which is listed under “What are contents” on page 14;
- d. landscaping, trees, shrubs and plants;
- e. unpaved paths or unpaved driveways constructed of earth or gravel; and
- f. residential flats, home units or town houses, which are part of a strata title development.

## Types of loss or damage your buildings are covered for

We will cover your buildings against loss or damage caused by one or more of the insured events occurring during the period of insurance. We will also cover you for the other benefits listed below. Details of the terms, conditions and exclusions which specifically relate to each insured event and other benefits are detailed on the pages indicated.



### Accidental breakage of glass

See page 19



### Malicious acts

See page 23



### Earthquake

See page 20



### Riot or civil commotion

See page 23



### Explosion

See page 20



### Storm, rainwater or run-off

See page 24



### Fire or smoke

See page 20



### Theft, burglary or housebreaking

See page 25



### Flood (but only if your schedule shows you are covered for flood)

See page 21



### Tsunami

See page 26



### Impact damage

See page 22



### Water or other liquid damage

See page 26



### Lightning or thunderbolt

See page 22

# Other benefits



**Continuation of cover when you are selling your buildings**

See page 27

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**Environmental benefits**

See page 28

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**Fusion**

See page 29

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**Landlords contents**

See page 30

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**Legal liability – cover for injury to other people or their property**

See page 30

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**Mortgage discharge costs**

See page 33

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**Reinstatement of sum insured after a loss**

See page 34

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**Removal of debris, professional rebuilding fees and extra costs of complying with building regulations**

See page 34

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**Rental costs after an insured event**

See page 36

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**Replacement of locks or cylinders**

See page 37

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# How we will settle your buildings claim

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1. At our option (acting reasonably), we will:
  - a. repair or rebuild the damaged part of your building to the same condition as when it was new; or
  - b. pay you the reasonable cost of repairing or rebuilding any damaged part of your building to the same condition as when it was new.
  - c. pay you up to the amount of the sum insured shown in the current schedule for your relevant buildings.

We will adjust your claims payment in accordance with the GST provision noted under "Conditions of cover", "GST Notice" on page 48.

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2. When it is not possible to use original materials during the repair or rebuilding process, we will make best efforts to use the nearest available equivalent to the original materials. We will not pay to repair or rebuild property which has not been physically damaged.
- 

3. Unless we have agreed in writing, repair or rebuilding of your buildings must commence within six months of the loss or damage. If repair or rebuilding of your buildings is not commenced within six months of the loss or damage or any extended period to which we have previously agreed in writing, we will not be liable for any costs beyond the repair or rebuilding costs as at the date the loss or damage occurred. We will extend the six month period to the extent we caused or contributed to the delay in repairing or rebuilding your buildings.
- 

4. If we have chosen to repair or rebuild your damaged building and you do not wish to repair or rebuild then, we will at our option (acting reasonably):
    - a. pay you the reasonable cost to repair or rebuild your damaged buildings less an amount for depreciation based on the age and condition of the buildings; or
    - b. pay you the value of the land and buildings at the risk address immediately prior to the occurrence of the loss or damage less the value of the land and buildings immediately after the loss or damage occurred.
- 

5. Rebuilding may be carried out on another site in the same vicinity provided that we agree in writing. Please contact us to confirm approval.
- 

6. If the claim relates to loss or damage to fixed wall, floor or ceiling coverings, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred. We will make best efforts to repair the damaged areas using the nearest available equivalent to the original materials.
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7. If the claim relates to loss or damage to a dividing fence we will only pay half the cost of repairing the fence.
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8. If the claim is for gates, fences or freestanding walls damaged or destroyed as a result of storm, rainwater or run-off, we will deduct an amount from any claim settlement for depreciation based on their age and condition.

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9. In no case will we pay more than the sum(s) insured shown in the current schedule (less any excess[es] which may be payable) unless we have stated differently under "Insured events we will pay" on pages 19 to 26, "Other benefits we will provide" on pages 27 to 37 or "Optional additional covers" on pages 38 to 41.

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10. If you are entitled to use bond monies to settle or reduce any loss or damage you must do so. To calculate the amount payable under this section we will deduct the amount of any bond monies remaining after you have paid allowable reletting expenses and we will then settle your claim subject to the policy conditions.

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# If you have contents cover

Your current schedule shows if you have contents cover.

In order to be sure that you are covered under this policy you should always call us for approval before you incur certain expenses. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

## What are contents

In this policy the term “contents” means property which belongs to you as the landlord (or for which you are legally responsible) consisting of:

- 
1. carpets, curtains, furnishings, furniture, household goods, internal blinds and loose floor coverings;

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  2. light fittings which are not permanently fixed to the buildings;

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  3. removable domestic appliances and utensils, which are installed specifically for the tenants' use; and

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  4. swimming pools, saunas and spas (including their fixed accessories) which are designed to be dismantled and moved; and/or

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  5. when the buildings in which the contents are located are part of a strata title development the term contents also includes:  
fixtures and fittings and other structural improvements which are not insurable by the body corporate.
-

# What are not contents

The following items are not covered by this policy:

- 
- a. anything which is covered under “What are buildings” on page 9;
- 
- b. contents when they are in the internal or external common areas of a residential flat, home unit, town house or other type of multiple occupancy residence where any of the other owners, tenants, their guests or the public have access (including whilst contained in or on a vehicle in those areas);
- 
- c. animals, birds, fish, insects, reptiles or spiders;
- 
- d. trees, shrubs and plants;
- 
- e. motor vehicles (including motor cycles, motorised mini- bikes and motorised go-karts) whether they are capable of being registered or not;
- 
- f. farm vehicles, farm trailers and mobile or motorised farming implements;
- 
- g. caravans or trailers;
- 
- h. boats and other watercraft;
- 
- i. aircraft;
- 
- j. accessories and/or spare parts of motor vehicles, farm vehicles, caravans, trailers, watercraft or aircraft;
- 
- k. items of clothing, personal effects, mobile phones, computers, jewellery, furs, curios, works of art, gold or silver, antiques, money, cheques, or other negotiable instruments, documents of any kind, stamp collections, coin collections or any other collections; and
- 
- l. articles belonging to you or any other person, which are not for the sole use of your tenant and are being stored at the risk address or elsewhere.
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# Types of loss or damage your contents are covered for

We will cover your contents, when contained in the buildings, against loss or damage caused by one or more of the insured events occurring during the period of insurance. We will also cover you for the other benefits listed below.


Details of the terms, conditions and exclusions which specifically relate to each insured event and other benefits are detailed on the pages indicated.



## Insured events


 **Accidental breakage of glass**  
See page 19


 **Earthquake**  
See page 20


 **Explosion**  
See page 20


 **Fire or smoke**  
See page 20


 **Flood**  (but only if your schedule shows you are covered for flood)  
See page 21


 **Impact damage**  
See page 22

 **Lightning or thunderbolt**  
See page 22


 **Malicious acts**  
See page 23

 **Riot or civil commotion**  
See page 23

 **Storm, rainwater or run-off**  
See page 24

 **Theft, burglary or housebreaking**  
See page 25

 **Tsunami**  
See page 26

 **Water or other liquid damage**  
See page 26



## Other benefits



### Contents in the open air at the risk address

See page 27



### Fusion

See page 29



**Legal liability** – cover for injury to other people or their property  
See page 30



### Reinstatement of sum insured after a loss

See page 34



### Removal of debris, professional rebuilding fees and extra costs of complying with building regulations

See page 34



### Rental costs after an insured event (when building is part of a strata title development)

See page 36



### Replacement of locks or cylinders

See page 37

## How we will settle your contents claim

1. At our option (acting reasonably), we will:
  - a. repair or replace your contents;
  - b. pay you the reasonable cost of repair or replacement; or
  - c. pay you up to the amount of the sum insured shown in the current schedule for your relevant contents.

If we pay you the reasonable cost of repair or replacement, this means the retail price of the item as if it were new.

We will adjust your claims payment in accordance with the GST provision noted under “Conditions of cover”, “GST Notice” on page 48.

2. When it is not possible to repair or replace a damaged item with original materials or an original item, we will make best efforts to use the nearest available equivalent to the original materials or item. We will not pay to repair or replace property which has not been physically damaged.
3. If the claim relates to loss or damage to carpets, loose floor coverings, curtains or internal blinds, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred. We will make best efforts to repair the damaged areas using the nearest available equivalent to the original materials.

- 
4. If any part of a pair, set or collection is lost or damaged, we will not pay any more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, set or collection.
- 
5. If you are entitled to use bond monies to settle or reduce any loss or damage you must do so. To calculate the amount payable under this section we will deduct the amount of any bond monies remaining after you have paid allowable reletting expenses and we will then settle your claim subject to the policy conditions.
- 
6. For Oriental or Persian carpets or rugs which exceed \$500 in value per item, loss settlement will be limited to \$500 in total.
- 
7. If the claim relates to replacement of lost or damaged refrigerators, freezers, washing machines, clothes dryers and dishwashers, with less than a 3 Star Energy Rating, we will replace these items with items that have a minimum 3 Star Energy Rating.
- 
8. In no case will we pay more than the sum(s) insured shown in the current schedule (less any excess[es] which may be payable) unless we have stated differently under "Insured events we will pay" on pages 19 to 26, "Other benefits we will provide" on pages 27 to 37 and "Optional additional covers" on pages 38 to 41.
-

# Insured events we will pay

In order to be sure that you are covered under this policy you should always contact us for approval before you incur expenses you wish to claim. If you do not, we will pay for expenses incurred to the amount we would have authorised had you asked us first.



## Accidental breakage of glass

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<ul style="list-style-type: none"><li>✓ If you have buildings cover we will pay for accidental breakage of fixed glass, glass or ceramic cooking surfaces of any kind, ceramic shower bases, wash basins, sinks, baths, lavatory pans or cisterns when they are permanently fixed to the buildings.</li><li>✓ If you have contents cover we will pay for accidental breakage of glass forming part of your furniture (including fixed or unfixed table tops and hanging wall mirrors).</li></ul>	<ul style="list-style-type: none"><li>✗ If the breakage is not through the entire thickness of the damaged item;</li><li>✗ breakage of glass, fittings or equipment which was in a damaged or imperfect condition before the breakage happened;</li><li>✗ breakage of glass forming part of any glasshouse or conservatory;</li><li>✗ breakage of glass in any part of the buildings used for trade or business purposes other than an office;</li><li>✗ breakage of items such as crockery, porcelain, china, hand mirrors, glassware, crystal or glass in clocks, vases, ornaments, pictures, radios, visual display units or televisions.</li></ul>



## Earthquake

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by earthquake.</p> <p>An excess of \$250 in addition to the amount shown in the current schedule applies to loss or damage caused by an earthquake or a series of earthquakes during any period of 48 consecutive hours.</p>	



## Explosion

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by explosion.</p>	



## Fire or smoke

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by fire or smoke.</p>	<p>✗ Loss or damage:</p> <ul style="list-style-type: none"><li>• which arises gradually out of repeated exposure to fire or smoke;</li><li>• to any property as a result of its undergoing a process necessarily involving the application of heat;</li><li>• to any property as a result of scorching and/or melting, for example, cigarette burns. This exclusion does not apply if the scorching and/or melting is a direct result of a fire covered under this policy.</li></ul>



## Flood

❗ (Applicable whether you have buildings and/or contents cover but only if your schedule shows you are covered for flood)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by flood or flood water combined with run-off and/or rainwater.</p>	<p>✗ Loss or damage caused by storm, rainwater or run-off (except where the run-off and/or rainwater is combined with flood water)</p> <p>Note: You may be covered for storm, rainwater or run-off under the insured event "Storm, rainwater or run-off";</p> <p>✗ loss or damage caused by action of the sea, high water, tidal wave or storm surge;</p> <p>✗ loss or damage caused by:</p> <ul style="list-style-type: none"><li>• soil movement including erosion, landslide, mudslide or subsidence, unless it is directly caused by and occurs within 72 hours of the flood;</li><li>• shrinkage or expansion of earth or land; or</li><li>• hydrostatic pressure;</li></ul> <p>✗ loss or damage to gates or fences if they are not well maintained and are not in good order and repair to the extent that the condition caused or contributed to the loss or damage;</p> <p>✗ loss or damage to retaining walls;</p> <p>✗ loss or damage to swimming pool and spa covers, their liners or their solar domes;</p> <p>✗ loss or damage to pontoons, jetties or bridges; or</p> <p>✗ the cost of cleaning mud or debris out of tanks, swimming pools or spas.</p>



## Impact damage

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by the impact of any of the following objects:</p> <ul style="list-style-type: none"><li>• a road or rail vehicle;</li><li>• a watercraft;</li><li>• an external aerial which collapses or breaks;</li><li>• an animal other than a domestic pet;</li><li>• falling trees or parts of falling trees;</li><li>• an aircraft or anything dropped or falling from an aircraft, space debris or debris from a rocket or satellite.</li></ul>	<p>✗ We will not pay if the loss or damage is caused by the lopping or felling of trees at the risk address and you have given express or implied consent for the lopping or felling.</p>



## Lightning or thunderbolt

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by lightning or thunderbolt.</p>	



## Malicious acts

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by malicious acts, unless the loss or damage was caused by:</p> <ul style="list-style-type: none"><li>• you or your domestic helpers, domestic workers;</li><li>• the invitees of you or your domestic helpers, domestic workers; or</li><li>• any person who is acting with your express or implied consent.</li></ul>	<p>✗ Loss or damage resulting from:</p> <ul style="list-style-type: none"><li>• poor housekeeping by your tenant or a member of their immediate family or your tenant's invitees; or</li><li>• failure by your tenant or a member of their immediate family or your tenant's invitees to control their children or domestic pets.</li></ul> <p>✗ The cost of cleaning, redecorating, painting or wallpapering unless:</p> <ul style="list-style-type: none"><li>• physical structural damage has occurred to the buildings; or</li><li>• the buildings has been damaged by graffiti, which necessitates such cleaning, redecorating, painting or wallpapering.</li></ul> <p>✗ If the malicious act relates to contents which are in the internal or external common areas of residential flats, home units, townhouses or any type of multiple occupancy residences.</p>



## Riot or civil commotion

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by riot or civil commotion.</p>	



## Storm, rainwater or run-off

(Applicable whether you have buildings and/or contents cover)

### What's covered?

- ✓ We will pay for loss or damage caused by storm, rainwater or run-off.

### What's not covered?

Loss or damage caused by or to:

- ✗ flood; or
- ✗ flood water combined with run-off and/or rainwater;
- ✗ action of the sea, high water, tidal wave or storm surge;
- ✗ soil movement including erosion, landslide, mudslide or subsidence, however, we will cover you for loss or damage when it is a direct result of an insured event and occurs within 72 hours of an insured event;
- ✗ shrinkage or expansion of earth or land; or
- ✗ hydrostatic pressure;
- ✗ retaining walls;
- ✗ swimming pool covers, their liners or their solar domes;
- ✗ external paintwork or other exterior coatings of the buildings caused by rainwater;
- ✗ water seeping, percolating or otherwise penetrating into the buildings as a result of:
  - structural defects;
  - faulty design of the buildings;
  - faulty workmanship in the construction of the buildings; or
  - your failure to adequately maintain the buildings;
- ✗ wind, rainwater, hail or snow entering the buildings through an open window or door or any opening not made by the storm, unless the loss or damage is caused by run-off; or
- ✗ water entering your buildings through an opening made for the purpose of alterations, extensions, renovations or repairs.





## Theft, burglary or housebreaking

(Applicable whether you have buildings and/or contents cover)

### What's covered?

- ✓ We will pay for loss or damage caused by theft, burglary or housebreaking.

### What's not covered?

- ✗ If the actual or attempted theft, burglary or housebreaking is committed by:
  - you;
  - your domestic helpers, domestic workers;
  - the invitees of you or your domestic helpers, domestic workers;
  - any person who is acting with your expressed or implied consent; or
  - your tenant, or the invitees of your tenants, except as provided for under the Optional additional cover "Rent Default and Theft by Tenant" on pages 39 to 40;
- ✗ If the actual or attempted theft, burglary or housebreaking:
  - takes place in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences;
  - relates to contents in the open air, except in the circumstances set out under "Contents in the open air at the risk address" on page 27; or
  - relates to contents items which are not listed as being present on the current property inspection report.



## Tsunami

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage caused by a tsunami.</p> <p>An excess of \$250 in addition to the amount shown in the current schedule applies to loss or damage caused by a tsunami or series of tsunamis during any period of 48 consecutive hours.</p>	<p>✗ Loss or damage caused by action of the sea, high water, tidal wave or storm surge.</p>



## Water or other liquid damage

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ We will pay for loss or damage which results directly from the bursting, leaking, discharging or overflowing of:</p> <ul style="list-style-type: none"> <li>• fixed apparatus;</li> <li>• dishwasher;</li> <li>• washing machines;</li> <li>• fixed tanks; or</li> <li>• fixed pipes,</li> </ul> <p>which are designed to hold or carry liquid of any kind.</p> <p>✓ If you have buildings cover we will also pay the reasonable cost of locating the source of the damage.</p>	<p>✗ Loss or damage caused as a result of the gradual escape of liquid over a period of time:</p> <ul style="list-style-type: none"> <li>• where you or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of liquid;</li> <li>• due to lack of maintenance, wear and tear, or neglect; or</li> <li>• caused by water escaping from a shower base, shower recess, shower alcove or the walls surrounding the shower.</li> </ul> <p>✗ The cost of repair or replacement of the defective part or parts of the fixed apparatus, dishwashers, washing machines, fixed tanks, fixed pipes or installations which caused the loss or damage.</p> <p>✗ The cost of repair or replacement of any broken main or pipe.</p> <p>✗ Loss or damage caused by rust, corrosion, algae, mould or mildew.</p> <p>✗ Loss or damage caused by water entering your buildings through an opening made for the purpose of alterations, extensions, renovations or repairs.</p>

# Other benefits we will provide



## Contents in the open air at the risk address

(Applicable only when you have contents cover)

What's covered?	What's not covered?
<p>✓ We will cover your contents in the open air which have been lost or damaged due to an insured event covered by your policy, up to a maximum amount of \$1,000.</p> <p>No excess applies to this benefit.</p>	<p>✗ Contents located:</p> <ul style="list-style-type: none"><li>• at a location other than the risk address;</li><li>• in or on a motor vehicle, caravan, trailer or watercraft; or</li><li>• in a tent.</li></ul>



## Continuation of cover when you are selling your buildings

(Applicable only when you have buildings cover)

What's covered?
<p>✓ If at the time of loss or damage to your buildings caused by an insured event covered by your policy, a contract for the sale of your buildings has been entered into and this policy is current, we will cover you for loss or damage to your buildings up to your building's sum insured, until such time as:</p> <ul style="list-style-type: none"><li>• the sale is completed; or</li><li>• the purchaser takes possession of your buildings,</li></ul> <p>whichever occurs first.</p>



## Environmental benefits

(Applicable only when you have buildings cover)

### What's covered?

✓ If your building has been totally destroyed by an insured event and we have agreed to rebuild your building, we will pay up to a maximum amount of \$5,000 of the cost to you, after deduction of any rebate you are eligible for under any government or council rebate scheme, to install any combination of the following:

- rainwater tank;
- solar power systems, including solar hot water systems or photo-voltaic (PV) power systems;
- hot water heat exchange system; and
- grey water recycling system.

Any payment we make under this benefit will be in addition to any amount we pay on buildings.

A rainwater tank facility includes:

- a rainwater tank;
- water pump and wiring;
- foundation or tank stand;
- pipes connecting the roof to the tank; and
- installation costs.

A solar power system includes:

- solar or PV panels;
- water tank, pump;
- electrical wiring;
- foundation or tank stand;
- pipes connecting the roof solar panels to the tank; and
- installation costs.

A hot water heat exchange system includes:

- heat exchange system;
- electrical wiring;
- foundation or tank stand;
- water pipes; and
- installation costs.

# Environmental benefits (continued)

## What's covered?

A grey water recycling system includes:

- recycling system;
- distribution pipes and connectors;
- outlet housings; and
- installation costs.



## Fusion

(Applicable whether you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ If an electrical current damages a household electrical motor (including sealed or semi-sealed refrigeration units) during the period of insurance we will, at our option, either pay the reasonable cost to rewind the motor or replace the motor.</p> <p>We will pay the total cost of repair or replacement of any household electrical motor up to 5 years old from the date of manufacture less the amount of the policy excess.</p> <p>If the motor is more than 5 years old, your contribution towards the amount payable under this insured event will be:</p> <ul style="list-style-type: none"> <li>• an amount equal to 10% of the total cost of claimable repairs for each additional year of age of the motor over 5 years; or</li> <li>• the amount of the policy excess, whichever is the greater.</li> </ul>	<p>✗ any associated repair or replacement costs for items such as fuses, switches, electronic components, printed circuit boards, bearings, lighting or heating elements, protection devices, or electrical contacts at which sparking or arcing occurs in ordinary working;</p> <p>✗ the cost of removing or reinstalling:</p> <ul style="list-style-type: none"> <li>• underground or submersible pump motors above 1.86 kW (2.5 hp); or multi-stage and bore hole pumps;</li> </ul> <p>✗ the cost of repair or replacement of rectifiers and transformers;</p> <p>✗ fusion damage to motors if the damage is covered under any warranty or manufacturers' guarantee; or</p> <p>✗ motors more than 15 years old.</p>



## Landlords contents

(Applicable only when you have buildings cover only)

What's covered?	What's not covered?
<p>✓ We will pay to repair or replace:</p> <ul style="list-style-type: none"> <li>• furniture and furnishings other than electrical items;</li> <li>• fixtures and fittings; or</li> <li>• carpets, loose floor coverings, curtains and internal blinds, damaged as a result of an insured event.</li> </ul> <p>Our maximum payment for this benefit will be the lesser of \$10,000 or up to the remainder of the sum insured after payment of your buildings claim.</p>	



## Legal liability – cover for injury to other people or their property

(Applicable when you have buildings and/or contents cover)

What's covered?	What's not covered?
<p>✓ If you have buildings cover, we will cover your legal liability for payment of compensation in respect of:</p> <ul style="list-style-type: none"> <li>• death, bodily injury or illness; and/or</li> <li>• physical loss of or damage to property,</li> </ul> <p>which is caused by an accident or series of accidents attributable to one source or originating cause which occurred during the period of insurance at the insured address.</p>	<p>1. We will not cover your legal liability for:</p> <ol style="list-style-type: none"> <li>a. damage to your property;</li> <li>b. injury to any person who normally lives with you, or damage to their property;</li> <li>c. injury to your employees (unless you have chosen the Landlord workers' compensation option (see page 41) and cover is provided under that option), or damage to their property;</li> <li>d. loss of or damage to property in your care, custody, or control;</li> <li>e. claims arising out of or connected with your business, trade or profession;</li> <li>f. which you are liable because of the terms of an agreement, other than a lease or rental agreement, you have entered into (unless you would have been liable if the agreement did not exist);</li> </ol>

# Legal liability (continued)

What's covered?	What's not covered?
<p>✓ If you do not have buildings cover and have selected contents cover only, we will cover your legal liability as owner of the contents (and as owner of the lot in a strata title development) for payment of compensation in respect of:</p> <ul style="list-style-type: none"><li>• death, bodily injury or illness; and/or</li><li>• physical loss of or damage to property,</li></ul> <p>which is caused by an accident or series of accidents attributable to one source or originating cause which occurred during the period of insurance at the insured address.</p> <p>The maximum amount we will pay under this policy is \$10,000,000 (Australian) arising out of any one accident or series of accidents attributable to one source or originating cause. This limit will be reduced by any amount paid under any other building or contents policies or similar policies you have with us providing this type of cover for the same liability, loss, occurrence or incident.</p>	<ul style="list-style-type: none"><li>g. damage to any land or fixed property resulting from vibration, the removal or weakening of or interference with support to land, buildings or any other property;</li><li>h. claims arising out of your ownership, possession or use of any:<ul style="list-style-type: none"><li>• aircraft or aerial device or aircraft landing area, except a model aeroplane or toy kite; "aircraft landing area" means any area in which aircraft land, take off, are housed, maintained or operated;</li><li>• mechanically propelled vehicle, except garden equipment, golf buggy or wheelchair which does not need to be registered or does not require statutory bodily injury cover to be taken out;</li><li>• watercraft except for surfboards, sailboards, canoes and surf skis; and</li><li>• other non-motorised watercraft more than 3 metres in length;</li></ul></li><li>i. claims involving buildings in the course of construction or any alterations, additions, demolition, repairs to or decorations of the buildings costing more than \$75,000;</li><li>j. claims arising directly or indirectly out of or in any way connected with, the existence, at any time, of asbestos;</li><li>k. claims arising out of the discharge, dispersal, release or escape of pollutants defined as, smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.</li></ul>

# Legal liability (continued)

What's covered?	What's not covered?
<p>✓ legal costs and expenses you incur with our consent for which you are legally liable plus the cost of any lawyers we appoint. Please contact us to confirm approval.</p> <p><b>Special condition applying to legal liability:</b> This legal liability cover will be governed by the law of the State or Territory where this policy was arranged and whose courts will have jurisdiction in any dispute. No excess applies to this benefit.</p>	<p>This exclusion will not apply if such a discharge, dispersal, release or escape is caused by sudden accidental unexpected and unintended happening. We will not pay expenses for the prevention of such contamination or pollution;</p> <ol style="list-style-type: none"><li>l. claims for:<ul style="list-style-type: none"><li>• pregnancy; or</li><li>• the transmission of disease;</li></ul></li><li>m. which arises from your failure to take all reasonable precautions to comply with all statutory obligations and regulations imposed by any authority;</li><li>n. which arises out of your ownership or possession of any building except for your buildings located at the risk address shown in the current schedule; or</li><li>o. claims arising directly or indirectly from or in any way connected with, the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus, an internet site or other internet based service, intranet or any website.</li></ol> <p>2. We will not:</p> <ol style="list-style-type: none"><li>a. cover your legal liability arising out of breach of copyright or an act of libel, slander or assault caused by you;</li><li>b. cover you for any legal liability arising from any:<ul style="list-style-type: none"><li>• statutory, compulsory scheme or fund;</li><li>• accident compensation scheme or workers compensation policy of insurance (unless you have chosen the Landlord workers' compensation option (see page 41) and cover is provided under that option); or</li><li>• industrial award,</li></ul></li></ol> <p>even if the amount recoverable is nil;</p>



## Legal liability (continued)

What's covered?	What's not covered?
	<p>c. cover you for any legal liability which is over that recoverable under any:</p> <ul style="list-style-type: none"><li>• statutory compulsory scheme or fund;</li><li>• accident compensation scheme or workers compensation policy of insurance (unless you have chosen the Landlord workers' compensation option (see page 41) and cover is provided under that option); or</li><li>• industrial award; or</li></ul> <p>d. pay for any aggravated, exemplary or punitive damages, fines or penalties.</p>



### Mortgage discharge costs

(Applicable only when you have buildings cover)

What's covered?	What's not covered?
<p>✓ If we have paid a claim involving the total destruction of your buildings, we will reimburse your reasonable legal costs for the discharge and replacement of your mortgage(s) including legal fees and statutory government charges, up to an amount of \$2,000.</p>	



## Reinstatement of sum insured after a loss

(Applicable whether you have buildings and/or contents cover)

What's covered?	
<p>✓ If your sum insured or limit of liability is reduced because of any claim for loss, damage or liability which we have settled, we will automatically reinstate your sum insured or limit of liability from the date of the loss, damage or liability.</p>	<p>✗ We will not reinstate your sum insured or limit of liability if:</p> <ul style="list-style-type: none"><li>• there is a written request from you or written notice by us to the contrary;</li><li>• you do not pay the requested premium where required for reinstatement; or</li><li>• we have paid the full sum insured or limit of liability.</li></ul>



## Removal of debris, professional rebuilding fees and extra costs of complying with building regulations

(Applicable whether you have building and/or contents cover)

What's covered?	What's not covered?
<p>✓ When the buildings have been destroyed or damaged by any of the insured events covered by your policy and we have agreed to pay your claim, we will also pay the reasonable and necessary costs of:</p> <ul style="list-style-type: none"><li>• demolition and removing your buildings debris from the risk address;</li><li>• architects', engineers', surveyors' and solicitors' fees; and</li><li>• complying with the requirements of any statutory authority.</li></ul> <p>We will only pay these costs if they relate directly to the removal of debris from or repair or replacement to that part or parts of the building which have been destroyed or damaged. Please contact us to confirm approval.</p>	<p>✗ The removal of a tree stump from the ground, or the removal of any part of a tree that has not fallen;</p> <p>✗ the costs of complying with the requirements of any statutory authority if you received notice of the requirements or were aware of them before the loss or damage occurred.</p>

# Removal of debris, professional rebuilding fees and extra costs of complying with building regulations (continued)

What's covered?	What's not covered?
<p>The maximum amount we will pay under this benefit is 10% of the sum insured on your buildings. However, for a claim under this benefit we will first pay up to the balance of any buildings sum insured remaining after payment of your claim for loss or damage to your buildings, and any such payment will not be taken into account in calculating the above maximum amount.</p> <p>✓ When your contents have been destroyed or damaged by any of the insured events covered by your policy and we have agreed to pay your claim, we will also pay the reasonable and necessary costs of removing your contents debris from the risk address.</p> <p>The maximum amount we will pay under this benefit is 10% of the sum insured on your contents. However, for a claim under this benefit we will first pay up to the balance of any contents sum insured remaining after payment of your claim for loss or damage to your contents, and any such payment will not be taken into account in calculating the above maximum amount.</p>	



## Rental costs after an insured event

(Applicable only when you have buildings cover or the building is part of a strata title development and you have contents cover)

### What's covered?

✓ If the buildings are damaged by an insured event covered by your policy, to such an extent that your tenant cannot live in them, or access to or use of the buildings was not possible if any of the insured events covered by this policy occur during the period of insurance and causes:

- damage to other property in the vicinity of the buildings; or
- damage within the strata title development itself, where the building is a lot; and
- this damage prevents access to or use of the building for a minimum period of 7 days,

we will pay for your loss of rent on the buildings:

- for the length of time which is necessary to reinstate your buildings or for which access is denied, or
- up to a maximum period of 12 months,

whichever period of time is the lesser.

The amount we will pay will be based on the weekly rent payable by your tenant as at the date of damage to the buildings.

If a claim can be made under more than one of the following sections: "Rental costs after an insured event"; "Default of payment of rent by the tenant"; "Departure of the tenant from the building without notice"; "Death of a sole tenant"; or "Tenant hardship", then you may only claim under one section of your choice.

### What's not covered?

✗ Your loss of rent if:

- the buildings have not been tenanted for more than 60 consecutive days immediately before the date of the loss or damage;
- you did not have a contract in place for your buildings to be tenanted within the 30 days immediately following the date of the loss or damage.



## Replacement of locks or cylinders

(Applicable whether you have buildings and/or contents cover)

### What's covered?

- ✓ If the key for the lock of any external door or window at the risk address is stolen during the period of insurance, or there are reasonable grounds to believe that the key(s) have been duplicated, we will pay for the replacement of the lock(s) or cylinder(s) operated by the key(s) up to a maximum amount of \$500.

If you are entitled to use bond monies to settle or reduce any loss you must do so.

### What's not covered?

- ✗ The replacement of locks which can be insured by the body corporate when the property is part of a strata title development.

# Optional additional covers

Your schedule indicates which of the following optional additional covers apply.

In order to be sure that you are covered under this policy you should always call us for approval before you incur certain expenses. If you do not, we will pay for expenses incurred up to the amount we would have authorised had you asked us first.

## Rent Default and Theft by Tenant

(This cover only applies if your current schedule indicates you have this cover and you have buildings or contents cover.)

### Rent default

If you have this cover, we will pay you for your loss of rent due to the occurrence of one or more of the following insured events during the period of insurance, for the periods stated.

The maximum amount we will pay for all claims for rent default for all the insured events that occur during the period of insurance is \$10,000 in total.

#### 1. Default of payment of rent by the tenant

If your tenant defaults on rent payments during the period of insurance and fails to make good the default after you have issued the appropriate notices which may be required:

- under the current lease or rental agreement; or
- to comply with the requirements of any statutory authority,

we will pay your loss of rent:

- a. for a period not exceeding 15 weeks;
- b. until another tenant takes up residence in the buildings; or
- c. until payment of rent recommences;

whichever period is the lesser.

#### 2. Departure of the tenant from the building without notice

If your tenant permanently departs from the building during the period of insurance without providing written or verbal notice of departure, as required under the current lease or rental agreement, we will pay your loss of rent:

- a. for a period of up to 6 weeks; or
- b. until another tenant takes up residence in the building; or
- c. until payment of rent recommences,

whichever period is the lesser.

We will not pay if the sole tenant had given you or your agent notice in accordance with the rental agreement prior to their death.

### **3. Death of a sole tenant**

If the building is rented to a sole tenant and that person dies before the end of their tenancy, we will pay your loss of rent from the date of their death:

- a. for a period of up to 6 weeks; or
  - b. until another tenant takes up residence in the building,
- whichever period is the lesser.

We will not pay if the sole tenant had given you or your agent notice in accordance with the rental agreement prior to their death.

### **4. Tenant hardship**

If your rental agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority on the grounds of hardship on the part of the tenant, we will pay your loss of rent from when the termination order issued by the Residential Tenancies Tribunal or other relevant authority takes effect:

- a. for a period of up to 6 weeks;
  - b. until another tenant takes up residence in the building; or
  - c. until payment of rent recommences;
- whichever period is the lesser.

## **Theft by tenant**

If you have this cover, we will pay for loss or damage to your insured buildings or contents caused by theft, burglary or housebreaking committed by your tenant or invitees of your tenant.

## **Legal expenses**

If we have accepted a claim under any of the following insured events:

- Default of payment of rent by the tenant;
- Departure of the tenant from the building without notice;
- Death of a sole tenant;
- Tenant hardship; or
- Theft by tenant,

we will also pay your reasonable legal expenses, up to a maximum amount of \$3,000, for each claim for rent default or theft by tenant provided these expenses have been incurred with our prior written approval for the purpose of minimising a claim. Please contact us to confirm approval.

### **Special conditions applying to Rent Default and Theft by Tenant cover:**

1. We will not pay any claim under this cover unless you have a written lease or rental agreement in place from the time your tenant takes up residence.
2. At the time your tenant entered into the lease or rental agreement you must have collected the total amount of bond monies due under the terms of the lease or rental agreement. This amount must be equivalent to at least 4 weeks rent.

3. In order to receive cover under section, 1. Default of payment of rent by the tenant.
2. Departure of the tenant from the building without notice, 3. Death of a sole tenant or
4. Tenant hardship, you must be actively seeking to obtain a tenant at any time when your buildings are unoccupied.

### **How we will settle your rent default, theft by tenant and legal expenses claim**

If you are entitled to use bond monies to settle or reduce any loss or damage you must do so. To calculate the amount payable under this section we will deduct:

- the amount of any bond monies remaining after you have paid allowable reletting expenses; and
- any excess specified in your schedule.

We will then settle your claim subject to the policy conditions.

Only one excess is payable where a claim for rent default or theft is made at the same time as a claim for related legal expenses.



# Landlord Workers' Compensation

This option is only available if:

- your risk address is in Tasmania, Western Australia or the Australian Capital Territory,
- you engage person(s) to do domestic work related to the running of the risk address,
- those person(s) are deemed to be employed by you under the relevant workers compensation legislation that applies in the State or Territory where your risk address is located, and
- your current Policy schedule indicates you have Landlord workers' compensation cover.

Examples of domestic work related to the running of your risk address may include gardening and cleaning.

## What's covered?

Full details and the scope of this cover are outlined in this section, in your current Policy schedule and in the policy wording applicable to where the risk address is located. The policy wording applicable can be accessed through the links below.

- Tasmania <https://www.einsure.com.au/wb/redirect/PolicyDoc-TASEmployerIndemnityPolicy>
- Western Australia <https://www.einsure.com.au/wb/redirect/PolicyDoc-WAEmployerIndemnityPolicy>
- Australian Capital Territory <https://www.einsure.com.au/wb/redirect/PolicyDoc-ACTEmployerIndemnityPolicy>

The relevant workers' compensation legislation for the State or Territory of the risk address, will determine what amount we will pay.

There is no excess payable for this cover.

## What's not covered?

Workers compensation cover relevant to person(s) performing work outside of the legislatively recognised domestic work related to the running of the risk address, in the relevant States or Territory.

For example persons engaged in a business you run or own, or private contractors performing work at your risk address such as a registered electrician.

All other workers compensation cover, which does not meet the recognised domestic work related to the running of the risk address under the relevant States and Territory legislation. This cover is available under a separate policy and if you have such a policy is subject to the terms and conditions of that separate policy.

## Additional matters

If you have chosen this option the provisions of the relevant workers compensation legislation related to Landlord worker's compensation cover apply to this cover in the event any provision of this PDS is inconsistent with those legislative provisions. Any inconsistency relevant to this Landlord workers compensation cover will remain part of the PDS for other cover.

You will be subject to conditions and requirements under the relevant workers compensation legislation and failure to meet the requirements may result in limited or no cover.

When this cover is operative it is provided by:

- Australian Capital Territory: Allianz Australia Insurance Limited ABN 15 000 122 850
- Western Australia: Allianz Australia Insurance Limited ABN 15 000 122 850
- Tasmania: Allianz Australia Insurance Limited ABN 15 000 122 850.

As this cover is subject to specific statutory provisions that differ from state to state, certain rights and obligations that apply in respect of the other types of cover referred to in this PDS may not apply to this cover, including in relation to cooling off, cancellation and renewal, and dispute resolution. Further, we are not bound by the Insurance Contracts Act and the General Insurance Code of Practice in respect of this cover offered in this PDS. Please contact us if you would like further information about your rights and obligations in respect of this cover.

# When we will not pay a claim under your policy

**1. This policy does not cover loss, liability, injury (unless you have chosen the Landlord workers' compensation option (see page 41) and cover is provided under that option) or damage:**

**a. Deliberate, intentional, malicious or criminal act**

caused by a deliberate, intentional, malicious or criminal act by:

- you or anyone who lives with you permanently; or
- any person who is acting with your express or implied consent;

**b. Lawful seizure**

caused by lawful confiscation, destruction, detention, nationalisation, requisition or seizure;

**c. Heat**

to any property as a result of its undergoing any process involving the application of heat unless the heating was a direct result of a fire covered by this policy;

**d. Nuclear**

caused directly or indirectly by or arising from ionising radiation or contamination by radioactivity from:

- any nuclear fuel or nuclear waste,
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission); or
- nuclear weapons material;

**e. War**

caused by or arising from any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising;

**f. Wear and tear**

arising out of depreciation, gradual deterioration, wear and tear;

**g. Inherent defects**

caused through inherent defects, faulty design, structural defects or poor workmanship;

**h. Illegal contents**

to contents which are acquired illegally or are illegally held; or

## 1. continued

### **i. Terrorism**

arising directly or indirectly out of or in any way connected with:

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

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

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

### **j. Coal Seam Gas**

caused by, arising from or in any way connected with fracking, extraction, exploration, production, installation, removal or any activities related to the manufacture and/or distribution of coal seam gas at the risk address.

## **2. Unless we state differently in your policy, we will not pay for:**

- a. flood;
- b. any loss or damage which is not caused directly by one of the insured events;
- c. loss or damage caused by the action of light, atmospheric or other climatic conditions unless caused by:
  - lightning or thunderbolt; or
  - storm, rainwater or run-off;
- d. loss of property which has been simply mislaid or is missing and for which there is no single identifiable event to account for the disappearance;
- e. loss or damage which is caused directly or indirectly by:
  - insects or birds;
  - vermin (other than for loss or damage caused by fire or smoke);
  - rust, corrosion, algae, mould or mildew; or
  - any process of cleaning, repairing or restoring which involves the use of chemicals;
- f. loss or damage caused by mechanical or electrical breakdown, failure or derangement except for fusion of electrical motors as set out under "Fusion" on page 29;
- g. anything which your tenant is legally liable for under the terms of a lease, rental or similar agreement;
- h. loss or damage to electronic equipment or data caused by electrical, electronic or mechanical derangement or malfunction, or by a processing error or computer virus;
- i. the cost of data recovery for any reason; or
- j. consequential loss of any kind. This policy does not cover consequential loss of any kind. This means we don't cover you for anything not expressly described in the cover sections of this policy. For example, we will not pay for loss of income.

## **3. This policy does not cover any loss or damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any computer technology (including computer chip or control logic) and which:**

- e. fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic); or
- f. arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

# Conditions of cover

If you do not comply with the policy terms and conditions, we may reduce or refuse your claim to the extent we are prejudiced by your non-compliance.

## 1. Changes to your insurance details – what you must tell us

You must tell us as soon as reasonably possible if during the period of insurance:

- you commence using any part of your home for business, trade or professional purposes;
- you remove any security devices that were specifically required by us;
- you carry out alterations, additions, demolition, repairs or decorations to the buildings costing more than \$75,000; or
- you appoint or terminate a licensed managing agent for the property.

When we receive this information, we may

- propose to change the terms and conditions of your policy;
- propose to charge you additional premium; and/or
- decide not to offer to renew your policy.

We may cancel your policy if there is a change and we can't reach an agreement with you on altered terms and conditions or premium; or we are no longer prepared to insure you because there has been a material change to the risk.

## 2. Buildings not lived in for more than 60 days

If the buildings have not or will not be lived in for any period in excess of 60 consecutive days, we will not pay for loss or damage caused by any of the following insured events unless you have our prior agreement in writing:



### Accidental breakage of glass

See page 19



### Malicious acts

See page 23



### Explosion

See page 20



### Theft, burglary or housebreaking

See page 25



### Fire or smoke

See page 20



### Water or other liquid damage

See page 26

### 3. Taking precautions

We will not pay for loss, liability, injury or damage (to the extent permitted by law) if you do not:

- a. take all reasonable precautions to prevent the loss, liability, injury or damage;
- b. maintain your buildings in good repair. We may reduce your claim to the extent that your building's state of repair caused the loss;
- c. effectively secure tarpaulins on buildings which are undergoing renovation where the area undergoing renovation would otherwise be exposed to the effects of the weather; and
- d. secure your buildings against unauthorised entry whenever the risk address is left unattended by you or any other person.

### 4. Property inspection reports

You must complete a property inspection report or have your authorised real estate agent or a qualified appraiser complete it:

- a. at the time when a new lease or rental agreement commences;
- b. at the time when an existing tenant vacates the property; and/or
- c. at least on an annual basis if there is long term tenancy.

In the event of a claim we will require copies of the property inspection reports.

### 5. Cooling off and cancellation rights under the policy

- a. You may cancel or return this policy at any time by contacting us. If you cancel your policy within 14 days from either:

- the date we issued you a new policy, or
- the start date of a policy that you have renewed,

(this is known as a "cooling off period") then in either of these situations, provided you have not made a claim or an event has not occurred that could give rise to a claim on your policy, we will refund your premium. We may deduct from your refund any government taxes or duties we cannot recover.

- b. We have the right to cancel this policy where permitted by law. For example, we can cancel:

- if you have failed to comply with your Duty of Disclosure;
- where you have made a misrepresentation to us during negotiations prior to the issue of this policy;
- where you have failed to comply with a provision of your policy, including the term relating to payment of premium;
- where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you; or
- where we agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.

- c. After the cooling off period has ended, if you or we cancel the policy we may deduct a pro rata proportion of the premium for time on risk and any government taxes or duties we cannot recover.
- d. In the event that you have made a total loss claim under this policy and we have agreed to pay the full sum insured for your property no return of premium will be made.

## **6. Non payment of premium by instalments – Right to refuse a claim**

Where you pay your premium by instalments, you must ensure they are paid on time because if one instalment has remained unpaid for a period of at least 14 days, we may refuse to pay a claim. We will notify you if an instalment has not been paid. If an instalment is not paid, we will let you know and we will try to deduct the overdue amount along with your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment amount fails, we will cancel your policy for non-payment. We will send you a notice advising you of cancellation and cancellation will be effective 14 days from the date on this notice. So it's important that you pay your instalments on time. If you can't, you should get in touch with us immediately.

## **7. Keeping evidence of the value and ownership of the insured property**

You should keep evidence of the value and ownership of all property covered under your insurance policy. Receipts and/or valuations prove the value of your insured property. Photographs and instruction books will help provide evidence of your ownership in the event of a claim.

## **8. Premium payment by direct debit**

You may have chosen to pay the premium for this insurance by direct debit from a financial institution holding your account. If you choose this option, the financial institution may dishonour the direct debit payment due to lack of funds in your account. If this occurs, we will charge you for any direct and indirect costs which we incur arising from the payment being dishonoured.

## **9. GST Notice**

This policy has a GST provision in relation to premium and our payment to you for claims. It may have an impact on how you determine the amount of insurance you need. Please read it carefully. Seek professional advice if you have any queries about GST and your insurance.

### **Sums insured**

All monetary limits in this policy may be increased for GST in some circumstances (see below).

### **Claim settlements – Where we agree to pay**

When we calculate the amount we will pay you, we will have regard to the items below:



- Where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the policy) we will pay for the GST amount.

We will pay the GST amount in addition to the sum insured/limit of indemnity or other limits shown in the policy or in this schedule.

If your sum insured/limit of liability is not sufficient to cover your loss, we will only pay the GST amount that relates to our settlement of your claim.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled.

- Where we make a payment under this policy as compensation instead of payment for a relevant acquisition, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to a relevant acquisition.
- Where the policy insures business interruption, we will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by your business that is relevant to your claim.

#### **Disclosure – Input Tax Credit Entitlement**

If you register, or are registered, for GST you are required to tell us your entitlement to an input tax credit on your premium. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we may pay. This policy does not cover you for this GST liability, or for any fine, penalty or charge for which you may be liable.

## **10. Governing Law**

All disputes arising out of or under the policy shall be subject to determination by any court of competent jurisdiction within, and in accordance with the laws of the State or Territory where the policy is issued.

# Claims

## What you must do

If you do not meet the following conditions, we may reduce or refuse to pay a claim, to the extent we are prejudiced by your non-compliance:

### 1. Do not admit liability

#### You must not:

- a. admit guilt or liability, or make a promise or offer of payment in connection with any claim; or
- b. offer or agree to settle any claim, without our prior written consent.

If you do we may reduce or refuse your claim to the extent we are prejudiced.

We are entitled to take over and conduct the defence of any claim made against you for damages by a third party. We have full discretion in conducting any negotiations, proceedings and the settlement of claims. We will act reasonably having regard to your interests, and will keep you informed if you ask us to.

If the claim is for legal liability, you may make a written request to us to agree that you are covered in respect of the claim.

### 2. Prevent further damage

You must take all reasonable precautions to prevent any further loss, damage or liability.

### 3. Contact the police

Inform the police as soon as reasonably possible of any malicious acts, theft, attempted theft, burglary or housebreaking or loss of insured property.

### 4. Keep evidence of the loss or damage

You must keep evidence of any loss or damage to your insured property. You must not authorise any repairs or replacement unless they are urgently necessary for the sole purpose of you preventing further loss, damage or liability from occurring and you are unable to contact us. Please contact us to confirm approval before authorising any repairs or replacement.

### 5. Contact us as soon as possible

If there is any loss, liability, injury or damage which is likely to result in a claim, as soon as reasonably possible you must give us notice of the full details of any loss, anticipated or alleged liability, injury or damage. You or your representative must give us full details in the manner we request which will be either:

- a. in writing by completing our claim form which will be supplied to you when you contact us; or
- b. verbally.

You must also:

- provide us with any proof of ownership such as receipts and photos;

- provide us with any information we may reasonably require (including a copy of the current lease, proof of any bond held, notices provided to tenants and confirmation from your agent that you are actively seeking to re-lease your buildings) in the event your claim is for loss of rent, malicious acts or any other claim involving your tenant;
- inform us if your property is insured under any other policy; and
- give us notice as soon as reasonably possible of the commencement of any legal proceedings against you.

If you do not notify us as soon as reasonably possible we may reduce or deny your claim to the extent we are prejudiced by your delay.

## What happens after you make a claim

### 1. Assist us with your claim

You must assist us with your claim. This means give us all the information and assistance with your claim which we may reasonably require. If you do not we may reduce or deny your claim to the extent we are prejudiced by your delay. If we have the right to recover any amount payable under this policy from any other person, you must take reasonable steps to co-operate with us in any action we may take.

### 2. End of cover following a total loss claim

If we accept a claim and pay an amount which:

- a. is equal to or greater than the total sum insured for any single part of the policy on the insured property; or
- b. is sufficient to pay you for the total loss or destruction of all the insured property under a single part of the policy,

cover under that particular part of the policy will end.

### 3. Payment of unpaid premium following a total loss claim

If we accept your claim and pay you the total sum insured for your property:

- a. the amount of any unpaid premium for the period of insurance will be deducted from the amount payable to you,
- b. where we replace or rebuild the property, you must pay us the balance of any unpaid premium or instalments for the period of insurance.

### 4. Our rights of recovery

We have the right to recover from any person the amount of any claim payable to you under this policy and we will have full discretion in the conduct, settlement or defence of any claim in your name. If we recover more than the amount we paid to you on your behalf, we will pay you the balance. We will act reasonably having regard to your interests, and will keep you informed if you ask us to.

### 5. GST

We may adjust your claims payment in accordance with the GST provision detailed under "Conditions of cover", "GST Notice" on page 48.

# Other information

## Renewal procedure

Before this policy expires we will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. You should carefully check the details contained in your renewal invitation. These details are the terms and conditions that apply to your policy, including but not limited to:

- the names of the people who are insured;
- the address of the property insured;
- any excess which you must pay towards the cost of a claim; and
- the sum(s) insured.

Prior to sending your renewal invitation we'll automatically increase the cover amount (the sum(s) insured), to help it keep pace with inflation and rising costs and help to reduce the risk that you will be underinsured. We recommend that you check the new amounts to make sure they continue to cover your full replacement values. If you don't want us to increase the sum(s) insured, just let us know.

It is important that you check the sum(s) insured before renewing each year to satisfy yourself that they continue to represent current full replacement values.

## Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984.

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend, reinstate or replace the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

### **Your Duty of Disclosure when you enter into the contract with us for the first time**

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the contract.

### **Your Duty of Disclosure when you vary, extend, or reinstate the contract**

When you vary, extend, or reinstate the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

### **What you do not need to tell us**

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which we have waived your duty of disclosure.

### **Non-disclosure**

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

## **Privacy notice**

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988 (Cth)*.

### **How we collect your personal information**

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### **Why we collect your personal information**

We collect your personal information to enable us to provide our products and services, including to process and settle claims; make offers of products and services provided by us, our related companies, brokers, intermediaries, business partners and others that we have an association with that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

If you do not provide your personal information we require, we may not be able to provide you with our services, including settlement of claims.

### **Who we disclose your personal information to**

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## **Disclosure overseas**

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## **Access to your personal information and complaints**

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am–6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au)

## **Telephone call recording**

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

## **Your consent**

By providing us with personal information you and any other person you provide personal information for, consent to these uses and disclosures until you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

# **Complaints**

If you are dissatisfied with our service in any way, please contact us and we will attempt to resolve the matter in accordance with our internal dispute resolution procedures.

If we do not make a decision within the period that we tell you we will respond, we will tell you about your right to lodge a complaint with an external dispute resolution scheme.

If you are not happy with our response, you can refer your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

### **The Australian Financial Complaints Authority**

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

Phone: 1800 931 678

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

Mail: GPO Box 3 Melbourne VIC 3001

For more information on how we handle complaints you can request a copy of our procedures, by contacting us on 13 1000.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

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

You can obtain more information on the Code of Practice and how it assists you by contacting us on 13 1000.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>

## Receiving your policy documents

You may choose to receive your policy documents:

- electronically (by email); or
- in hard copy (by post).

In the event that you choose to receive your documents electronically, we will send them to the email address that you provide us.

Any documents sent by email will be considered to have been received by you 24 hours from the time we sent them to your email address. If you do not tell us to send your documents to you electronically, then we will send them to you by post to the mailing address that you have provided us.

It is your responsibility to make sure that both the email and mailing address you have provided us are up to date. This means you need to let us know if you change your email or mailing address as soon as reasonably possible.

## Assigning your rights

You are not allowed to assign any benefits, rights or obligations under your policy unless you have our written permission to do so. We will not unreasonably withhold our permission.

## Phoning for assistance and confirmation of transactions

If you need to clarify any of the information contained in this PDS or your policy documents, wish to confirm a transaction or you have any other queries regarding your insurance policy, please use the contact details on the back cover.

# Words with special meanings

Some of the words in this policy have special meanings wherever they appear. These words and their meanings are defined below.

<b>When we say</b>	<b>We mean</b>
allowable reletting expenses	reletting expenses as specified in the current lease or rental agreement for the building.
body corporate	the body corporate, owners corporation, corporation, strata company or strata corporation of the strata title development applicable to the strata or unit titles legislation which applies in the State or Territory where the lot is located.
bond monies	the amount paid by your tenant at the start of the current lease or rental agreement that is held as security against damage or loss of rent. Your policy will operate on the basis that bond money equal to at least four weeks rent has been paid.
building or buildings	both mean the fully enclosed building or buildings at the risk address, primarily used as a place of residence.
burglary or housebreaking	theft following forcible entry.
collection	a group of individual items, pairs or sets which are of a similar type and which, when assembled and displayed together as a group, take on a value greater than the sum of the individual items', pairs' or sets' values.
common property	property owned by the body corporate forming part of the strata title development.
contents in the open air	contents at the risk address which are located: <ul style="list-style-type: none"><li>• in the open air;</li><li>• under an open sided structure or carport; or</li><li>• on a patio or verandah.</li></ul>
default of payment of rent	that the tenant: <ul style="list-style-type: none"><li>• is still occupying the building but is not paying rent, and</li><li>• has been issued with the appropriate notices (including all notices required to be given under any relevant State or Territory legislation) in relation to non payment of rent, such as "Notice to Remedy Breach" and "Notice to Leave".</li></ul>



When we say	We mean
excess	<p>the amount you, or the person making the claim, must pay towards the claim. Except for earthquake and tsunami claims, the amount of the excess is set out in your current schedule. You are only required to pay one excess in respect of any single claim:</p> <ul style="list-style-type: none"> <li>• arising out of the same insured event; or</li> <li>• which involves loss or damage to both buildings and contents arising out of the same insured event.</li> </ul> <p>An excess of \$250 in addition to the amount shown in the current schedule applies to loss or damage caused by an earthquake and/or tsunami or a series of earthquakes and/or tsunamis during any period of 48 consecutive hours.</p>
flood	<p>“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:</p> <ul style="list-style-type: none"> <li>• a lake (whether or not it has been altered or modified);</li> <li>• a river (whether or not it has been altered or modified);</li> <li>• a creek (whether or not it has been altered or modified);</li> <li>• another natural watercourse (whether or not it has been altered or modified);</li> <li>• a reservoir;</li> <li>• a canal; or</li> <li>• a dam.</li> </ul>
legal expenses	<p>are those you incur when you have to apply to a court for remedial action against a tenant.</p>
lot	<p>the lot or unit in a strata title development.</p> <p>It includes fixtures and fittings which are not insurable by the body corporate. It does not include common property, fixtures and fittings which are insurable by the body corporate or contents.</p>
malicious acts	<p>the wilful act or acts of a person or persons, other than you or your agents and employees or other representatives, which causes damage to your buildings and/ or contents with the deliberate and direct intention of denying you the use or benefit of the buildings and/or contents damaged; it does not mean theft, burglary or housebreaking.</p>
period of insurance	<p>the period of time commencing on the effective date stated in the current schedule and ending on the expiry date stated in the current schedule or the date of cancellation, whichever is the earlier.</p>

<b>When we say</b>	<b>We mean</b>
rainwater	rain falling naturally from the sky onto the buildings and/or ground.
rent	the amount of money paid or payable by the tenant to lease or rent the building as set out in the current lease or rental agreement with you or your agent.
risk address	the land including yard and garden areas on which the building is located at the risk address stated in the current schedule.
run-off	rainwater that has collected on or has flowed across normally dry ground or has overflowed from swimming pools or spas.
set	a group of similar or related items that belong together.
storm	violent wind (including cyclones and tornadoes), thunderstorms and hail which may be accompanied by rain or snow.
strata title	any form of land title which allows for multiple individual titles to exist in or on a block of land where the common property is held under a single separate title.
theft	theft without forcible entry.
we, our or us	Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850.
you or your	the person(s) named in the current schedule as the insured.



## **Contact details**

**[allianz.com.au](https://www.allianz.com.au)**

Allianz Australia Insurance Limited  
AFS Licence No. 234708  
ABN 15 000 122 850  
GPO Box 9870 Melbourne VIC 3000  
Telephone: 13 1000

# Supplementary Product Disclosure Statement (“SPDS”)

## Allianz Landlord Insurance

Preparation Date: 13/09/2022

### Important changes to your Allianz Landlord Insurance Product Disclosure Statement

This document is an SPDS that updates and amends the Allianz Landlord Insurance Product Disclosure Statement (“PDS”) dated 24 June 2021. It is issued by the insurer Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 of GPO Box 9870 Melbourne VIC 3000. This SPDS must be read together with the PDS and replaces any other SPDS that you have been previously given.

This SPDS amends the PDS as follows:

#### **THE ‘UNDERSTANDING YOUR POLICY AND ITS IMPORTANT TERMS AND CONDITIONS’ SECTION IS DELETED AND REPLACED AS FOLLOWS:**

##### **Understanding your policy and its important terms and conditions**

To properly understand this policy’s significant features, benefits and risks you need to carefully read:

- about each of the available types of cover and benefits in the relevant sections, including any endorsements (remember certain words have special meanings – see the “Introduction” section);
- “When we will not pay a claim under your policy” section (this restricts the cover and benefits);
- “Conditions of cover” and “Making a claim” sections (these set out certain obligations that you and we have. If you do not meet them we may be able to refuse to pay a claim); and
- “Other information” section (this contains important information on Your Duty to take reasonable care not to make a misrepresentation, our Privacy policy and our Dispute Resolution process).

When you apply for the policy by completing our application we agree with you on things such as: the period of insurance; your premium; what property you want to cover; the limits you want for certain covers (if optional); excesses that will apply to you or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the schedule we issue to you.

The base premium we charge varies according to your risk profile (e.g. the location of the property, the type of property being insured, the amount of cover required, optional additional covers selected and relevant claims history etc).

In some cases, discounts may apply if you meet certain criteria we set. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) and Fire Services Levy (where applicable) plus any additional charges we tell you of. We tell you the total amount payable when you apply and if you effect cover, the amounts due will be confirmed in your schedule.

If you pay your premium by instalments refer to the “Conditions of Cover” section for important details on your rights and obligations. If an instalment is not paid, we will let you know and we will try to deduct the overdue amount along with your next regular payment on the next instalment due date. If the next attempt to deduct the outstanding amount and the next instalment amount fails, we will cancel your policy for non-payment. We will send you a notice advising you of cancellation and cancellation will be effective 14 days from the date on this notice. So, it’s important that you pay your instalments on time. If you can’t, you should get in touch with us immediately.

This policy sets out the cover we are able to provide you with. You need to decide if the limits, type and level of cover are appropriate for you and will cover your potential loss. If they are not, you may be underinsured and have to bear part of any loss you are not covered for yourself. To avoid this, people seek to set the sum insured for the relevant property being insured at its estimated replacement value. You should also read the GST Notice to understand how GST is applied to a claim. If you have any queries, want further information about the policy or want to confirm a transaction, please use the contact details on the back cover.

## **THE 'OUR AGREEMENT WITH YOU' SECTION IS DELETED AND REPLACED AS FOLLOWS:**

### **Our agreement with you**

We will insure you for:

- loss or damage caused by one or more of the insured events;
- the other benefits; and
- any optional additional cover(s) you have selected,

as set out in this policy occurring during the period of insurance.

This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you selected when you applied for cover and which the current schedule indicates is in force; and
- of the verbal and/or written information provided by you which you gave after having been advised of your Duty to take reasonable care not to make a misrepresentation either verbally or in writing. If you failed to comply with your Duty to take reasonable care not to make a misrepresentation we may be entitled to reduce our liability under the policy in respect of a claim and/or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of cancelling your policy from the effective date stated in the current schedule.

We only cover those parties shown in the schedule unless otherwise stated in the relevant policy section as being a person entitled to cover.

For your assistance we have provided an explanation of your Duty to take reasonable care not to make a misrepresentation and the consequences of misrepresentation, under the heading "Your Duty to take reasonable care not to make a misrepresentation".

## **THE '5. COOLING OFF AND CANCELLATION RIGHTS UNDER THE POLICY' SECTION HAS BEEN DELETED AND REPLACED AS FOLLOWS:**

### **5. Cooling off and cancellation rights under the policy**

- a. You may cancel or return this policy at any time by contacting us. If you cancel your policy within 14 days from either:
  - the date we issued you a new policy, or
  - the start date of a policy that you have renewed,

(this is known as a "cooling off period") then in either of these situations, provided you have not made a claim or an event has not occurred that could give rise to a claim on your policy, we will refund your premium. We may deduct from your refund any government taxes or duties we cannot recover.

- b. We have the right to cancel this policy where permitted by law. For example, we can cancel:
- if you have failed to comply with your Duty to take reasonable care not to make a misrepresentation;
  - where you have failed to comply with a provision of your policy, including the term relating to payment of premium;
  - where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you; or
  - where we agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.
- c. After the cooling off period has ended, if you or we cancel the policy we may deduct a pro rata proportion of the premium for time on risk, plus all or part of any government taxes, levies or duties.
- d. In the event that you have made a total loss claim under this policy and we have agreed to pay the full sum insured for your property no return of premium will be made.

## **THE 'YOUR DUTY OF DISCLOSURE' SECTION IS DELETED AND REPLACED AS FOLLOWS:**

### **Your Duty to take reasonable care not to make a misrepresentation**

You must take reasonable care not to make a misrepresentation to us. This responsibility applies until we issue you with a policy for the first time or agree to renew, extend, vary/change, or reinstate your policy.

You must answer our questions honestly, accurately and to the best of your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if you do not answer a question or if your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, we will treat your answers or representations as theirs.

Whether or not you have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether you are represented by a broker, your particular characteristics and circumstances we are aware of.

**If you do not meet the above Duty**, we may reject or not fully pay your claim and/or cancel your policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and we may treat your policy as if it never existed.

If our information or questions are unclear, you can contact us via the details on the back cover or visit [www.allianz.com.au/misrepresentation](http://www.allianz.com.au/misrepresentation)