



Allianz Landlords Insurance
Policy Document.
(Product Disclosure Statement)

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” 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 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. where you live, the type of property being insured, amount of cover required, other persons insured 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. Note that an instalment premium outstanding for 14 days may result in our refusal to pay a claim.

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, you have a *cooling off period and cancellation rights (see conditions of cover section for details)*.

Preparation Date 1/8/2003.

Updating the PDS

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided on the back cover of this policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.

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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 printed Allianz Landlords insurance policy document which sets out details of your cover and its limitations, and
- a schedule, approved by us, which sets out important details of cover such as who is insured, the cover(s) selected, the period of insurance, the limits of liability, excesses and other important information. This is referred to as the current schedule in this policy document.

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.

Our agreement with you

We will insure you for:

- loss or damage caused by one or more of the insured events, and
- the other benefits,

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,
- 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 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 page 42.

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.

"allowable reletting expenses" means reletting expenses as specified in the current lease or rental agreement for the building.

"body corporate" means 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" means 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 your risk address, primarily used as a place of residence.

“burglary or housebreaking” means theft following forcible entry.

“collection” means 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” means property owned by the body corporate forming part of the strata title development.

“contents in the open air” means contents at your risk address which are located:

- in the open air, or
- under an open sided structure or carport, or
- on a patio or verandah, or
- in or on a motor vehicle, caravan, trailer or watercraft, or
- in a tent.

“default of payment of rent” means that the tenant:

- is still occupying the building but is not paying rent, and
- 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”.

“excess” means the amount you, or the person making the claim, must pay towards the claim.

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:

- a. arising out of the same insured event; or
- b. which involves loss or damage to both buildings and contents arising out of the same insured event.

“flood” means the inundation of normally dry land by water that has escaped or has been released from the normal confines of any natural watercourse, lake or lagoon whether or not altered or modified or of any reservoir, canal or dam.

“legal expenses” are those you incur when you have to apply to a court for remedial action against a tenant.

“lot” means the lot or unit in a strata title development. 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 (as described on pages 12 to 13 whether insured or not).

“malicious acts” means 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. Malicious acts does not mean theft.

“period of insurance” means 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.

“rainwater” means rain falling naturally from the sky onto the buildings and/or ground.

“rent” means 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” means the land including yard and garden areas on which the building is located at the risk address stated in the current schedule.

“run-off” means rainwater that has collected on or has flowed across normally dry ground or has overflowed from swimming pools or spas.

“set” means a group of similar or related items that belong together.

“storm” means violent wind (including cyclones and tornadoes), thunderstorms and hail which may be accompanied by rain or snow.

“strata title” means 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” means theft without forcible entry.

“we”, “our” or “us” means Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

“you” or “your” means the person(s) named in the current schedule as the insured.

Buildings and/or Contents

Your current schedule shows if you have buildings and/or contents cover.

If you have buildings cover

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.
4. When the buildings are not part of a strata title property, the term buildings also includes 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 barbeques;
 - d. permanently fixed swimming pools, saunas and spas (including their fixed accessories); and
 - e. fixed jetties 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 12.
 - 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.

Insured events	page number
1. Accidental breakage	15
2. Earthquake	15
3. Explosion	15
4. Fire or smoke	16
5. Impact damage	16
6. Lightning or thunderbolt	16
7. Riot or civil commotion	16
8. Storm, rainwater or run-off	16
9. Theft, burglary or housebreaking	18
10. Water or other liquid damage	18

Other benefits	page number
1. Automatic indexation of sum insured	20
2. Contents in the open air at your risk address	20
3. Continuation of cover when you are selling your buildings	20

4. Extra cost of complying with building regulations	20
5. Fusion	21
6. Legal liability - cover for injury to other people or their property	22
7. Professional rebuilding fees	24
8. Reinstatement of sum insured after a loss	25
9. Removal of debris	25
10. Rental costs after an insured event	26
11. Replacement of locks or cylinders	26

How we will settle your buildings claim

1. At our option, 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; or
 - c. pay you up to the amount of the sum insured shown in the current schedule for your buildings cover.

We will adjust your claims payment in accordance with the GST provision noted under “Conditions of cover”, “GST Notice” on page 37.

2. When it is not possible to use original materials during the repair or rebuilding process, the nearest available equivalent to the original materials will be used.
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.
4. If we have chosen to repair or rebuild your damaged building and you do not wish to repair or rebuild your damaged buildings, we will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition.

5. Rebuilding may be carried out on another site in the same vicinity provided that we agree in writing.
6. We will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition if the claim is for:
 - fixed wall, floor or ceiling coverings, which are not located in the room, hall or passage in which the loss or damage actually occurred; or
 - glass or ceramic cooking surfaces or cook-tops of any kind.
7. If the claim relates to loss or damage to a dividing fence we will only pay half the cost of repairing the fence.
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 the heading “Insured events we will pay” and “Other benefits we will provide” on pages 15 to 26.

If you have contents cover

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:

General contents

1. carpets, curtains, furnishings, furniture, household goods, internal blinds and loose floor coverings;
2. light fittings which are not permanently fixed to the buildings;
3. removable domestic appliances and utensils, which are installed specifically for the tenants' use; and
4. swimming pools, saunas and spas (including their fixed accessories) which are designed to be dismantled and moved;

When the buildings in which the contents are located are part of a strata title development the term contents also includes:

5. 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 8;
- 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 growing outdoors in the ground;
- 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;
- l. oriental or persian carpets or rugs which exceed \$500 in value per item; and
- m. articles belonging to you or any other person, which are not for the sole use of your tenant and are being stored at the address or elsewhere in Australia.

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	page number
1. Accidental breakage	15
2. Earthquake	15
3. Explosion	15
4. Fire or smoke	16
5. Impact damage	16
6. Lightning or thunderbolt	16
7. Riot or civil commotion	16
8. Storm, rainwater or run-off	16
9. Theft, burglary or housebreaking	18
10. Water or other liquid damage	18
Other benefits	page number
1. Automatic indexation of sum insured	20
2. Contents in the open air at your risk address	20
5. Fusion	21
8. Reinstatement of sum insured after a loss	25
9. Removal of debris	25
11. Replacement of locks or cylinders	26

How we will settle your contents claim

1. At our option, we will:
 - a. repair or replace your contents; or
 - 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.

We will adjust your claims payment in accordance with the GST provision noted under “Conditions of cover”, “GST Notice” on page 37.
2. When it is not possible to repair any damaged contents item with original materials, the nearest available equivalent to the original materials will be used.
3. If your claim relates to any of the items listed below, we will deduct an amount from any claim settlement for depreciation, wear and tear, based on the age and condition of the item:
 - a. any contents item which is more than 10 years old from its manufacture;
 - b. carpet, loose floor coverings, curtains and internal blinds, which are not located in the room, hall or passage in which the loss or damage actually occurs;
 - c. household linen, manchester and other household items (excluding curtains and internal blinds) consisting solely of fabric;
 - d. second hand furniture (excluding antique furniture) and second hand electrical articles; or
 - e. glass or ceramic cooking surfaces or cook-tops of any kind.
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.

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 the heading ‘Insured events we will pay’ and ‘Other benefits we will provide’ on pages 15 to 26.

Insured events we will pay

1. Accidental breakage

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

- a. 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;
- b. 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).
 - telephone and answering machines but not mobile phones.

We will not pay for breakage:

- of glass, fittings or equipment as detailed above, which was in a damaged or imperfect condition before the breakage happened,
- of glass forming part of any glass-house or conservatory,
- of glass in any part of the buildings used for trade or business purposes other than an office,
- of items such as crockery, porcelain, china, hand mirrors, glassware, crystal or glass in clocks, vases, ornaments, pictures, radios, visual display units or televisions,
- if the breakage is not through the entire thickness of the damaged item.

2. Earthquake

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

We will pay for loss or damage caused by earthquake.

An excess of \$200 or the amount shown in the current schedule, whichever is the greater, applies to loss or damage caused by an earthquake or a series of earthquakes during any period of 48 consecutive hours.

3. Explosion

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

We will pay for loss or damage caused by explosion.

4. Fire or smoke

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

We will pay for loss or damage caused by fire or smoke.

We will not pay for damage:

- a. which arises gradually out of repeated exposure to fire or smoke;
- b. to any property as a result of its undergoing a process necessarily involving the application of heat; or
- c. to any property as a result of scorching and/or melting.

5. Impact damage

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

We will pay for loss or damage caused by the impact of any of the following objects:

- a. a road or rail vehicle;
- b. a watercraft;
- c. an external aerial which collapses or breaks;
- d. an animal other than a domestic pet;
- e. falling trees or parts of falling trees. We will not pay if the loss or damage is caused by the lopping or felling of trees at your risk address and you have given express or implied consent for the lopping or felling;
- f. an aircraft or anything dropped or falling from an aircraft, space debris or debris from a rocket or satellite.

6. Lightning or thunderbolt

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

We will pay for loss or damage caused by lightning or thunderbolt.

7. Riot or civil commotion

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

We will pay for loss or damage caused by riot or civil commotion.

8. Storm, rainwater or run-off

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

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

“**storm**” means violent wind (including cyclones and tornadoes), thunderstorms and hail which may be accompanied by rain or snow.

“**rainwater**” means rain falling naturally from the sky onto the buildings and/or ground.

“**run-off**” means rainwater that has collected on or has flowed across normally dry ground or has overflowed from swimming pools, saunas or spas.

We will not pay for loss or damage:

- a. caused by:
 - flood, or
 - flood water combined with run-off and/or rainwater;

“**flood**” means the inundation of normally dry land by water that has escaped or has been released from the normal confines of any natural watercourse, lake or lagoon whether or not altered or modified, or of any reservoir, canal or dam.

- b. caused by action of the sea, high water, tidal wave or tsunami;
- c. caused by:
 - soil movement including erosion, landslide, mudslide or subsidence, or
 - shrinkage or expansion of earth or land;
- d. to gates, fences and retaining walls;
- e. to swimming pool covers, their liners or their solar domes;
- f. to the external paintwork or other exterior coatings of the buildings caused by rainwater;
- g. caused by 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;
- h. caused by 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;
- i. caused by water entering your buildings through an opening made for the purpose of alterations, extensions, renovations or repairs.

9. Theft, burglary or housebreaking

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

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

We will not pay if the actual or attempted theft, burglary or housebreaking:

- a. is committed by:
 - you,
 - your domestic helpers,
 - the invitees of you, your tenants, or your domestic helpers,
 - any person who is acting with your expressed or implied consent, or
 - a tenant, or the invitees of your tenants, unless we have agreed to pay a claim under “Additional cover A. Rent and legal expenses” on page 28 or “Additional cover B. Malicious acts” on page 31; or
- b. takes place in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences;
- c. relates to contents in the open air, except in the circumstances set out under other benefit 2 “Contents in the open air at your risk address” on page 20;
- d. relates to contents items which are not listed as being present on the current property inspection report;
- e. caused by water entering your buildings through an opening made for the purpose of alterations, extensions, renovations or repairs.

10. Water or other liquid damage

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

We will pay for loss or damage which results directly from the bursting, leaking, discharging or overflowing of:

- fixed apparatus,
- dishwasher,
- washing machines,
- fixed tanks, or
- fixed pipes,

which are designed to hold or carry liquid of any kind.

If you have buildings cover we will also pay the reasonable cost of locating the source of the damage.

We will not pay:

- a. for loss or damage caused as a result of the gradual escape of liquid over a period of time:
 - where you or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of liquid,
 - due to lack of maintenance, wear and tear, or neglect, or
 - caused by water escaping from a shower base, shower recess, shower alcove or the walls surrounding the shower;
- b. for 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;
- c. for the cost of repair or replacement of any broken main or pipe;
- d. for loss or damage caused by rust, corrosion, algae, mould or mildew; or
- e. caused by water entering your buildings through an opening made for the purpose of alterations, extensions, renovations or repairs.

Other benefits we will provide

1. Automatic indexation of sums insured

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

If you make a claim during the period of insurance, the sums insured for your buildings and/or contents will be adjusted with reference to the Consumer Price Index from the effective date of the current period of insurance.

There will be no additional premium or rebate during the period of insurance. However, at the end of each period of insurance the renewal premium for the next period of insurance will be calculated on the amount of the amended sum(s) insured at that time.

2. Contents in the open air at your risk address

(Applicable only when you have contents cover)

We will cover your contents when they are in the open air at your risk address.

We will pay up to a maximum amount of \$200 for all contents which have been lost or damaged due to an insured event covered by your policy.

No excess applies to this benefit.

3. Continuation of cover when you are selling your buildings

(Applicable only when you have buildings cover)

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 buildings' sum insured, until such time as:

- a. the sale is completed; or
- b. the purchaser takes possession of your buildings;

whichever occurs first.

4. Extra cost of complying with building regulations

(Applicable only when you have buildings cover)

If your buildings are damaged by an insured event covered by your policy, we will also pay any extra costs necessary to comply with the requirements of any statutory authority. We will only pay extra

costs which relate to the damaged parts of your buildings.

Our maximum payment for this benefit will be limited to the balance of any sum insured remaining after payment of your claim for the damage to your buildings.

We will not pay any extra costs if you receive notice of any building regulation requirements before the date when any loss or damage occurred.

5. Fusion

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

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.

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.

If the motor is more than 5 years old, your contribution towards the amount payable under this insured event will be:

- an amount equal to 10% of the total cost of claimable repairs for each additional year of age of the motor, or
- the amount of the policy excess, whichever is the greater.

We will not pay for:

- a. 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;
- b. the cost of removing or reinstalling:
 - underground or submersible pump motors above 1.86 kW (2.5 hp),
 - multi-stage and bore hole pumps;
- c. the cost of repair or replacement of rectifiers and transformers;
- d. motors under any warranty or manufacturers' guarantee; or
- e. motors more than 15 years old.

6. Legal liability - cover for injury to other people or their property

(This cover only applies when your buildings are insured by this policy or your building is a “lot” as defined on page 7.)

We will cover your legal liability as owner of the buildings for payment of compensation in respect of:

- death, bodily injury or illness, and/or
- physical loss of or damage to property, which is caused by an accident or series of accidents attributable to one source or originating cause which occurred during the period of insurance.

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.

In addition we will also pay all legal costs and expenses you incur with our consent for which you are legally liable plus the cost of any lawyers we appoint.

What you are not covered for:

1. We will not cover your legal liability for:
 - a. damage to your property;
 - b. injury to any person who normally lives with you, or damage to their property;
 - c. injury to your employees, or damage to their property;
 - d. loss of or damage to property in your care, custody, or control;
 - e. claims involving your business, trade or profession;
 - 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);
 - 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;

- h. claims arising out of your ownership, possession or use of any:
 - 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.
 - 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,
 - watercraft except for surfboards, sailboards, canoes and surf skis, and
 - other non-motorised watercraft more than 3 metres in length;
- i. claims involving buildings in the course of construction or any alterations, additions, demolition, repairs to or decorations of the buildings costing more than \$30,000;
- j. claims which would not have occurred but for the existence of asbestos;
- 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. 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;
- l. claims for:
 - pregnancy, or
 - the transmission of disease;
- m. which arises from your failure to take all reasonable precautions to comply with all statutory obligations and regulations imposed by any authority;
- 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.

2. We will not:
 - a. cover your legal liability arising out of breach of copyright or an act of libel, slander or assault caused by you;
 - b. cover you for any legal liability arising from any:
 - statutory, compulsory scheme or fund,
 - accident compensation scheme or workers compensation policy of insurance, or
 - industrial award,
 even if the amount recoverable is nil,
 - c. cover you for any legal liability which is over that recoverable under any:
 - statutory compulsory scheme or fund, or
 - accident compensation scheme or workers compensation policy of insurance, or
 - industrial award; or
 - d. pay for any aggravated, exemplary or punitive damages, fines or penalties.

Special condition applying to legal liability:

This legal liability cover will be governed by the law of the State or Territory where this policy as arranged and whose courts will have jurisdiction in any dispute.

No excess applies to this benefit.

7. Professional rebuilding fees

(Applicable only when you have buildings cover)

When your buildings have been damaged by an insured event covered by your policy, we will pay the reasonable and necessary cost of architects', engineers' and surveyors' fees which we have approved and which relate directly to the repair or replacement of your buildings.

Our maximum payment for this benefit will be limited to the balance of any sum insured remaining after payment of your claim for the damage to your buildings.

We will also 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 if we have paid a claim involving the total destruction of your buildings.

8. Reinstatement of sum insured after a loss

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

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 unless:

- a. there is a written request from you or written notice by us to the contrary;
- b. you do not pay the requested premium where required for reinstatement; or
- c. we have paid the full sum insured or limit of liability.

9. Removal of debris

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

When the buildings and/or contents have been destroyed or damaged by any of the insured events covered by your policy, we will pay the reasonable cost of:

- demolition, and
- removing buildings and contents debris from your risk address.

We will only pay the reasonable fees or costs which relate to the removal of debris from that part or parts of the building which have been destroyed or damaged.

Our maximum payment for this benefit will be limited to the balance of any sum insured remaining after payment of your claim for the damage to your buildings and/or contents.

We will also pay up to a maximum amount of \$500, for any one claim for the cost of removing those objects which caused the loss or damage covered under this policy.

If the object causing the loss or damage to your property was not located at your risk address before the impact or storm damage, we will only pay for the cost of removal of that portion of the object which remains on your property after the incident. We will not pay for the removal of a tree stump from the ground or any part of a tree that has not fallen.

10. Rental costs after an insured event

(Applicable only when you have buildings cover)

If the buildings are damaged by an insured event covered by your policy, to such an extent that your tenant cannot live in them, we will pay your rental costs for:

- the length of time which we agree is necessary to reinstate your buildings, 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.

The maximum amount we will pay under this benefit is 20% of the sum insured on the buildings. Any payment we may make under this benefit will be in addition to any amount we pay on buildings.

We will not pay for rental costs if:

- a. the buildings have not been tenanted for more than 60 consecutive days immediately before the date of the loss or damage, or
- b. 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.

11. Replacement of locks or cylinders

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

If the key for the lock of any external door or window at your 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.

We will not pay for the replacement of locks which can be insured by the body corporate when the property is part of a strata title development.

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

Additional Covers

Which additional cover applies to your insurance

Your current schedule shows if you have:

- a. Rent and legal expenses cover and/or
- b. Malicious acts cover.

A. Rent and legal expenses cover

We will pay you for your loss of rent due to the occurrence of one or more of the following insured events:

Insured Events

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. up to the maximum amount stated in the current schedule for rent and legal expenses cover;

whichever amount payable 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 for:

- a. a period of up to 6 weeks;
- b. until another tenant takes up residence in the building; or
- c. up to the maximum amount stated in the current schedule for rent and legal expenses cover;

whichever amount payable is the lesser.

3. Prevention of access to the building

We will pay your loss of rent for the length of time during which, we agree, access to or use of the buildings was not possible, up to the maximum amount stated in the current schedule for rent and legal expenses cover if one of the insured

events listed below occurs during the period of insurance and causes:

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

The insured events are:

2. Earthquake, see page 15, 3. Explosion, see page 15, 4. Fire or smoke, see page 16, 4. Impact damage, see page 16, 5. Lightning or thunderbolt, see page 16, 6. Riot or civil commotion, see page 16, 7. Storm, rainwater or run-off (excluding flood), see page 16; 8. Water or other liquid damage, see page 18,
- Other benefit 5. Fusion, see page 21,
- “Additional Cover B. Malicious Acts Cover”, see page 31.

We will not pay a claim for rent and legal expenses cover if we agree to accept a claim under “Other benefits we will provide”, “Rental costs after an insured event” on page 26.

If a claim can be made under more than one of the insured events:

- 1. Default of payment of rent by the tenant,
 - 2. Departure of the Tenant from the Building without notice, or
 - 3. Prevention of access to the building in this section A “Rent and legal expenses cover”,
- you may only claim under one of these insured events. It is your choice as to which insured event you wish to claim under.

4. Legal expenses

If we have accepted a claim under insured events:

- 1. Default of payment of rent by the tenant,
 - 2. Departure of the Tenant from the Building without notice, or
 - 3. Prevention of access to the building in this section A “Rent and legal expenses cover”,
- we will also pay your legal expenses, up to a maximum amount of \$3,000, for each claim for loss of rent provided these expenses have been incurred with our prior written approval for the purpose of minimising a claim.

How we will settle your rent 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 we will then settle your claim subject to the policy conditions.

The maximum amount we will pay under this Additional cover is the sum insured for rent and legal expenses shown in the current schedule, less any excess(es) which may be payable.

Conditions of cover

1. We will not pay for loss of rent 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 this section, 1. Default of payment of rent by the tenant or 2. Departure of the Tenant from the Building without notice, you must be actively seeking to obtain a tenant at any time when your buildings are unoccupied.

B. Malicious acts cover

We will pay for damage to buildings and/or contents where covered under your policy, resulting from malicious act(s) by any person or persons other than you, your domestic helper or your agent, which occur(s) during the period of insurance.

Where the malicious act causes one of the following insured events:

1. Explosion (see page 15);
2. Fire or smoke (see page 16);
3. Impact (see page 16),

we will treat the loss or damage as having been caused by the relevant insured event. We will pay up to the sum insured for buildings and/or contents shown on the current schedule.

Where the malicious act causes other loss or damage, the maximum amount we will pay under this additional cover is the sum insured for malicious acts cover shown on the current schedule.

We will not pay for:

1. Damage resulting from malicious acts to:
 - the buildings, if you have not selected buildings cover and a malicious act occurs, and/or
 - your contents, if you have not selected contents cover and a malicious act occurs.
2. Damage resulting from:
 - a. poor housekeeping by your tenant or a member of their immediate family or your tenant's invitees; or
 - b. your tenant or a member of their immediate family and/or your tenant's invitees failure to control their children or domestic pets.
3. The cost of cleaning, re-decorating, painting or wallpapering unless:
 - a. physical structural damage has occurred to the buildings; or
 - b. the buildings has been damaged by graffiti, which we agree necessitates such cleaning, re-decorating, painting or wallpapering.

Conditions of cover

1. We will not pay for malicious acts of tenants 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 this section you must be actively seeking to obtain a tenant at any time when your buildings are unoccupied.

An excess will apply to this insured event.

When we will not pay a claim under your policy

1. This policy does not cover loss, liability, injury 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;
 - 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 directly or indirectly through inherent defects, faulty design, structural defects or poor workmanship;
 - h. **Illegal contents**
to contents which are acquired illegally or are illegally held.

2. Unless we state differently in your policy, we will not pay for:
 - a. flood as defined on page 6;
 - 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 or rainwater;
 - 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, vermin or birds,
 - rust, corrosion, algae, mould or mildew,
 - 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 benefit 5. 'Fusion' on page 21;
 - g. anything which your tenant is legally liable for under the terms of a lease, rental or similar agreement; and
 - h. the cost of data recovery for any reason.
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:
 - a. 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
 - b. arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

Conditions of cover

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

You must tell us immediately if during the period of insurance:

- a. you commence using any part of your home for business, trade or professional purposes;
- b. you remove any security devices that were specifically required by us;
- c. you carry out alterations, additions, demolition, repairs or decorations to the buildings costing more than \$50,000; or
- d. you appoint or terminate a licensed managing agent for the property.

When we receive this information, we may:

- alter the terms and conditions of your policy,
- charge you additional premium,
- decide not to offer to renew your policy.

If you do not provide the information immediately we may not pay a claim under the policy.

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 insured events:

	page number
1. Accidental breakage	15
3. Explosion	15
4. Fire or smoke	16
9. Theft, burglary or housebreaking	18
10. Water or other liquid damage	18

Malicious acts carried out by any person unless you have our prior agreement in writing.

3. Taking precautions

We will not pay for loss, liability, injury or damage if you do not:

- a. take all reasonable precautions to prevent the loss, liability, injury or damage;
- b. maintain your buildings in good repair; and
- 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.

4. Property inspection reports

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

- a. at the time when a new lease or rental agreement commences; and/or
- 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 notifying us in writing.
- 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, or
 - where you have made a misrepresentation to us during negotiations prior to the issue of this policy, or
 - where you have failed to comply with a provision of your policy, including the term relating to payment of premium, or
 - 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. If you or we cancel the policy we may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties we cannot recover.
- d. In the event that you have made a claim under this policy and we have agreed to pay the full sum insured for your property no return of premium will be made for any unused portion of the premium.

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.

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.

Making a claim

What you must do

We may not pay your claim if you do not act as follows:

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 written consent.

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.

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 immediately of any malicious acts, theft, attempted theft, burglary 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.

5. Contact us as soon as possible

If there is any loss liability, injury or damage which is likely to result in a claim, you must give us immediate 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 original receipts, proof of ownership or quotes we require to settle your claim,
- 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,
- give us immediate notice of the commencement of any legal proceedings against you.

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 not pay your claim or provide cover.

If we have the right to recover any amount payable under this policy from any other person, you must 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:

- the amount of any unpaid premium for the period of insurance will be deducted from the amount payable to you,
- if 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.

5. GST

We may adjust your claims payment in accordance with the GST provision detailed under “Conditions of cover”, “GST Notice” on page 37.

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 sums insured.

Prior to sending your renewal invitation we will adjust your sum(s) insured.

It is important that you check the sums 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 an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

The Act imposes a different duty the first time you enter into the policy with us to that which applies when you vary, renew, extend, reinstate or replace your policy. We set these two duties out below.

Your Duty of Disclosure when you enter into this policy with us for the first time

You will be asked various questions when you first apply for this policy. When you answer these questions, you must:

- give us honest and complete answers,
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your policy.

When you renew, vary, extend, reinstate or replace the policy your duty is to tell us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to you which:

- you know, or
- a reasonable person in the circumstances could be expected to know,
- is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

What you do not need to tell us for either duty

You do not need to tell us about any matter:

- that diminishes our risk,
- that is of common knowledge,
- that we know or should know as an insurer, or
- that we tell you we do not need to know.

Who do the above two duties apply to?

Everyone who is insured under the policy must comply with the relevant duty.

What happens if you or they do not comply with the relevant duty?

If you or they don't comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

Privacy Act 1988 – Information

The Privacy Act 1988 contains National Privacy Principles which require us to tell you that as an insurer we collect, handle, store and disclose your personal and sensitive information in order to:

- decide whether to issue a policy,
- determine the terms and conditions of your policy,
- compile data, and
- handle claims.

Sensitive information includes, amongst other things, information about an individual's health, membership of professional associations and criminal records. You have given us your consent to collect your personal and sensitive information in order to issue you with this policy.

We disclose personal information to third parties who we believe are necessary to assist us and them in providing the relevant services and products. For example, in handling claims, we may have to disclose your personal and other information to third parties such as other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents or other parties as required by law. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it.

You have the right to seek access to your personal and sensitive information and to correct it at any time. Allianz Australia aims to ensure that your personal information is accurate, up to date and complete. Please contact us on 1300 360 529 EST 9am-5pm, Monday to Friday if you; would like to seek access to, or revise your personal information or feel that the information we currently have on record is incorrect or incomplete or believe that the privacy of your personal information at Allianz Australia has been interfered with. In these cases you are entitled to raise your concerns. Your complaint will be managed and resolved through our internal Privacy Complaint Procedure.

Should you wish to obtain more information about Allianz's privacy policies, please contact us and ask for a copy of our booklet called "**General Insurance Information Privacy Code**".

From time to time we may advise or offer you information on other Allianz products or services that may be relevant and of interest to you. If you do not wish to receive these offers or information please call the Allianz Direct Marketing Privacy Service Line – Freecall 1800 000 284 EST 9am-5pm, Monday to Friday or indicate your decision in the appropriate area of the Privacy section of our website at www.allianz.com.au.

General Insurance Code of Practice – providing you with even better service

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.

We keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the back cover of this policy.

Dispute resolution process – helping you solve any problems

Complaints or disputes are not an everyday occurrence at Allianz. We strive to do things the right way and keep our customers happy.

Sometimes though, complaints or disputes do occur and when this happens, our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide

you with an opportunity for an unbiased review of the issue.

Here's what to do if a complaint or dispute arises

Regardless of whether the complaint or dispute involves our staff, an agent, loss adjuster, assessor, investigator or the service we provide, simply contact 13 1000; speak to one of our call centre operators and provide them with the details of the issue concerning you. They will attempt to resolve the complaint or dispute, if they are unable to do so they will log it and refer it to the appropriate business unit for resolution.

Within our organisation we have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about our services and products. A staff member involved in the complaints and disputes resolution process will write to you within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to you and you have accepted the resolution or solution.

If you are not satisfied with the outcome of this process

If we are unable to resolve the complaint or dispute we will offer you the option of referring the matter to the insurance industry's external independent complaints scheme subject to eligibility.

The scheme will only review complaints or disputes if they have gone through our internal complaints and disputes resolution process.

If this insurance has been issued through an insurance intermediary

If your policy has been issued through our agent, or a broker who is acting under a binder arrangement with us, then they are acting as our agent and not as your agent.

If your policy has been issued by a broker, other than a broker acting under a binder arrangement with us, then the broker is acting as your agent.

Where this policy has been arranged through an intermediary a commission is payable by us to them for arranging the insurance.

Phoning for assistance and any confirmation of a transaction

If you need to confirm any policy transaction or clarify any of the information contained in this policy wording or you have any other queries, please use the contact details on the back cover.

Endorsement

The following endorsement applies only when indicated on the current schedule.

Strata title - mortgage protection cover

If the strata title development containing your lot is totally destroyed as a result of:

	page number
2. Earthquake	15
3. Explosion	15
4. Fire or smoke	16
5. Impact damage caused by road or rail vehicle, watercraft, falling trees or aircraft	16
6. Lightning or thunderbolt	16
7. Riot or civil commotion	16
8. Storm, rainwater or run-off	16

and the body corporate of the strata title has failed to insure or has inadequately insured the common property of the strata title we will pay your mortgagees:

- a. the unpaid balance of your mortgage(s) at the date of loss or damage; or
- b. the amount of the loss or damage; or
- c. the sum insured of your lot shown in the current schedule;

whichever is the lesser.

How we will settle your strata title - mortgage protection claim

1. If you have a mortgage loan(s) on your lot and the amount payable:
 - a. is equal to or is more than the outstanding balance of your mortgage loan(s) at the date of payment of the claim, we will pay your mortgagee(s), the outstanding balance of your mortgage loan(s);
 - b. is less than the outstanding balance of your mortgage loan(s) at the date of payment of the claim we will pay your mortgagee(s) the total amount that we have agreed to pay.
2. If you do not have a mortgage loan on your lot, no monies are payable under this section.

Conditions of cover

1. We have the right to recover from the body corporate or any other party 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 under this policy.
2. Conditions of cover - 2. "Buildings not lived in for more than 60 days" on page 35 does not apply to Strata title - mortgage protection cover.

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For all enquiries please call your
Insurance Intermediary.

Allianz Australia Insurance Limited
AFS Licence No. 234708
ABN 15 000 122 850
Registered Office:
2 Market Street, Sydney NSW 2000.
Telephone: 13 2664

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