

Landlord and Short Stay Insurance

Product Disclosure Statement

Discover more: raa.com.au/insurance



Talk to a local

Phone

To obtain a quote or to make a change to your Policy;

Call: 8202 4567

Country Free Call: 1300 88 4567

Claims 2 8202 4575

Fraud Hotline 2 8202 4780

Call in to any RAA Shop

See back cover for shop listings.

Payment options



BPAY biller code

575902



Pay by mail
GPO Box 1499
Adelaide SA 5001



Pay by the month

Have your premium deducted by direct debit from your bank, building society, credit union or credit card account. Call 8202 4567



Pay by phone 1300 729 722



Pay on-line raa.com.au

About this PDS

This Product Disclosure Statement **(PDS)** is an important document that contains integral information to give You a better understanding of the Landlord and Short Stay Insurance. This is to be read in conjunction with your Certificate of Insurance to ensure the product you are purchasing is suitable for You. When You purchase a Landlord and Short Stay Insurance Policy, this PDS and your Certificate of Insurance form an agreement between us and You, and we enter a contract which is called a Policy **(Policy)**.

We may make changes to the PDS that are not materially adverse without notifying You. If required to, we will issue a supplementary or replacement PDS. If You would like to be updated if any changes to the PDS have occurred, You can request a free copy of our PDS by calling us on 8202 4567 or by visiting raa.com.au

The Policy and this PDS are prepared, issued and underwritten by RAA Insurance Limited ABN 14 007 872 602 AFSL 232525 (RAA Insurance).

Royal Automobile Association of South Australia Incorporated ABN 71 092 383 894 (RAA Group) arranges the issue of RAA Insurance products on behalf of RAA Insurance.

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Customer Care

General Insurance Code of Practice

RAA Insurance is committed to abiding by the General Insurance Code of Practice (the **Code**), which aims to achieve the best standards of service and promotes better relations between customers and insurers. The Code describes standards in areas like buying insurance, responding to disasters, claims handling, complaints handling, monitoring and enforcement.

To access more information on the Code, contact the Insurance Council of Australia Limited by visiting www.insurancecouncil.com.au or by phoning (02) 9253 5100.

Privacy of your personal information

RAA Insurance handles personal information in accordance with the *Privacy Act 1988 (Cth)*, including the Australian Privacy Principles, and we will deal with personal information in accordance with the RAA Privacy Policy.

RAA Insurance, its agents (including RAA Group) and third party service providers may collect information from You or our agents.

RAA Insurance will use your personal information to issue and administer your insurance Policy; to assess the risk You present to us; to process and settle claims; to offer other products and services to You (including from RAA Group or other service providers and intermediaries); to manage our ongoing relationship with You; to provide You with marketing and promotional communications in accordance with your preferences, and otherwise as necessary for our business purposes.

If You do not provide us with this information, we may not be able to issue your Policy or provide our other products and services to You, give You the full range of membership benefits, provide insurance to You or process any claims under your Policy.

We may disclose your personal information for such purposes to third parties who provide services to RAA Group or RAA Insurance, and as otherwise required or permitted by law. This may include disclosure of your personal information to recipients located overseas (including the United States or Europe).

Our Privacy Policy contains information about how You may seek access to, or correction of, personal information that RAA Insurance holds about You. It also sets out how You may complain about a breach of the Australian Privacy Principles by RAA Insurance, its agents (including RAA Group) or service providers and how we will handle such a complaint.

If You provide to us the personal information of another person, we will assume You have the appropriate consent or authorisation to provide such information to us.

By providing us with personal information You and any other person You provide personal information for, consent to the uses and disclosures set out in our Privacy Policy. If You wish to withdraw your consent please contact us.

Financial Claims Scheme

Your Policy may be considered a 'protected policy' under the Financial Claims Scheme (FCS). This means that if in the unlikely event we become insolvent, You may be entitled to payment under the FCS should You meet certain eligibility criteria. Information about the FCS can be obtained from the Australian Prudential Regulation Authority (APRA) by visiting www.apra.gov.au or by phoning 1300 13 1060.

Customer Care (continued)

How to resolve a complaint or dispute

We want You to be satisfied with your insurance. If You have a complaint or dispute and are unhappy with something to do with your Policy or our service, we would like to speak with You about it. The following steps are part of our escalations and resolutions procedure.

Step 1 – Please contact us on 8202 4567 (Policy) or 8202 4575 (Claims) and speak with one of our consultants, as they may be able to resolve your complaint.

 $\begin{tabular}{ll} Step 2-If our consultant can't resolve your complaint You can ask for it to be referred to a complaint representative. They will make contact with You within 48 business hours of the escalation of the complaint. \\ \end{tabular}$

Step 3 – If the complaint representative can't resolve your complaint, You can request for it to be referred to our Internal Dispute Resolution Team (IDR Team). If the matter is referred to the IDR Team they will review and make a determination in relation to the dispute and You will be advised of the outcome within 15 working days.

Step 4 – If your complaint can't be resolved directly with us, or remains unresolved 45 days from when You first lodged the complaint, You can seek an external review by contacting the Australian Financial Complaints Authority (AFCA). Before a complaint is investigated by AFCA, they will request that You first, talk to us to give us the opportunity to resolve the matter. AFCA is a free service to You and is an independent and impartial body. You can contact AFCA via:

Website: www.afca.org.au **Phone:** 1800 931 678 **Fax:** (03) 9613 6399

Mail: Australian Financial Complaints Authority Limited

GPO Box 3, Melbourne, VIC 3001

Important things You should know

Your duty of disclosure

Before You enter into an insurance contract or renew this insurance contract, You have a duty of disclosure under the *Insurance Contracts Act* 1984.

If we ask You questions that are relevant to our decision to insure You and on what terms, You must tell us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

Also, before You renew this insurance contract we may give You a copy of anything You have previously told us and ask You to tell us if it has changed. If You do not tell us about a change to something You have previously told us, You must tell us about any change or tell us that there is no change.

You have this duty until we agree to insure You or renew the contract.

If You do not tell us something

If You do not tell us anything that You are required to tell us, we may be entitled to cancel your Policy or reduce the amount we are required to pay You if You make a claim. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the Policy as if it never existed.

Your responsibility

You are responsible for providing us with correct information. Please check any Certificate of Insurance we send to You to make sure the information You have given us is correct.

You must answer the questions we ask about You, your Rental Property and each Co-Insured or Tenant with honest and complete responses. If more than one person is named as the Insured on the Certificate of Insurance, we will treat any statement, act, omission or claim made by any one of those people as a statement, act, omission or claim by all of those persons.

In addition, we may require information and ask You questions when You make a claim. This information helps us to determine whether You have a valid claim.

Important things You should know

(continued)

Joint Holders of a Policy

If more than one person is named as the Insured on the Certificate of Insurance, each person is a joint holder of the Policy and referred to as a Co-Insured.

Each Co-Insured authorises us to share their personal information and information regarding the Policy with the other Co-Insured(s). You may revoke this authorisation at any time during the term of the Policy by contacting us.

Each Co-Insured is able to make changes to the Policy, except that we will not allow one Co-Insured to remove the other Co-Insured or cancel the Policy without express consent of the other Co-Insured

Information which may affect your Policy

During the term of your Policy You must tell us immediately if there has been a change to any of the following:

- The structural integrity of the Rental Property, including whether it is or will be materially renovated or subject to demolition
- Wall and roof materials used in the Building
- Use of the Rental Property
- Any security systems or monitoring at the Rental Property
- Ownership of the Rental Property
- Occupancy of the Rental Property (e.g. unoccupied, Permanent Rental or Short Stay (Holiday) Rental)
- Criminal history relating to You or any Co-Insured
- Condition of Rental Property including any existing or subsequent damage or loss
- Claims history relating to You and any Co-Insured
- The Lease Agreement including termination, assignment, renewal or expiry.

If a change to any of these factors occurs:

- You may need to make a variation to your Policy:
- You may need to pay an additional Premium;
- we may cancel your Policy;
- we may decide not to renew your Policy.

If You do not advise us of these changes and we find out, we may cancel your Policy or reduce the amount we will pay to You under a claim under this Policy.

Cooling-off Period

If You are not happy with the cover You have chosen, we offer a Cooling-off Period of 21 days. This means You can cancel your Policy within 21 days of the inception date set out on your Certificate of Insurance (Cooling-off Period) by notifying us and requesting cancellation. If You notify us of your cancellation during the Cooling-off Period and you have not made a claim within the Cooling-off Period, we will give You a full refund of any Premium You have paid. If You make a claim during the Cooling-off Period You are deemed to have waived your right to cancel the Policy.

If You do not notify us of your decision to cancel within the Cooling-off Period the Policy will remain active from the inception date and you must pay your Premium. Failure to pay your Premium if due within the Cooling-off Period will not constitute a request to cancel your Policy.

The Cooling-off Period is only applicable for new business and does not apply to renewal of a Policy.

Term of your Policy

Your Policy will commence on the inception date and continue for a term of 12 months. The inception date and expiry date are shown on your Certificate of Insurance. Prior to the expiry of your Policy You will receive communication from us relating to the next term of insurance.

All capitalised terms used throughout this PDS have the definition as set out in the Glossary on page 62.

When this Policy comes into effect

The Policy (i.e. the contract between You and us) is formed when You receive your Certificate of Insurance. The Policy applies only for the dates shown as the term of cover on your Certificate of Insurance.

What is covered by this Policy

The Policy applies to the Insured Property at the Rental Property and will apply for the benefit of You and any Co-Insured. The Policy covers You and any Co-Insured for Rental Property benefits, Insured Events, Legal liability and Additional benefits. There are specific exclusions set out in the descriptions of each element of the Policy together which are additional to the

Important things You should know

(continued)

General Exclusions of the Policy (see pages 44-50). Depending on your circumstances there may also be some specific variations/exclusions or additional Excess requirements set out on your Certificate of Insurance. You should carefully read your Certificate of Insurance to ensure You are comfortable with the descriptions of your Insured Property together with any variations/exclusions or additional Excess requirements.

What is the cost to me?

When You take out the Policy You will be required to pay a Premium.

The amount of the Premium will depend on a number of factors including, for example, what Insured Property You have under your Policy. This is described further on page 10.

If You make a claim under the Policy You may be required to contribute to the cost of the claim by paying what is known as an Excess. This is described further on pages 13-15.

If You make a claim, and You then withdraw your claim or we refuse to accept it, You may be required to pay any costs we have incurred in connection with the processing of the claim, including:

- Where a claim requires investigation, the costs incurred by RAA Insurance for the investigation; and
- Payments made by RAA Insurance in advance of the settlement of your claim, including those set out in the benefits sections on pages 26-31 and 41-43.

Will the Policy cover a strata title?

If the Rental Property is under strata title we will not provide cover for the Building. Rental Property benefits and cover for your Rental Furnishings will still be available.

Does my Policy cover Business activity?

If your Rental Property is used for any Business activity or purpose other than Permanent Rental or Short Stay (Holiday) Rental You must disclose this information to us as we may not offer a Policy to cover this or we may require that additional conditions apply to your Policy (e.g. exclusions or additional Excess requirements). This includes where the Tenant operates a Business activity from the Rental Property. You must make reasonable enquiries of your Tenant to determine whether they use or intend to use the Rental Property for Business activity.

If we agree to extend your Policy to cover any part of the Rental Property used for that Business activity it will be noted on your Certificate of Insurance.

What if I also stay or live in the Rental Property?

This Policy only applies to Insured Property which as its primary purpose is used or made available as a Rental Property. The primary purpose will not be as a Rental Property if:

- You or a Co-insured are using the Rental Property as your residential premises during the term of the Policy; or
- Where you have a Short Stay (Holiday) Rental, You or a
 Co-Insured use or occupy the Rental Property more than
 50% of the time available for occupation, unless we have
 agreed to Cover you and this is noted on your Certificate of
 Insurance.

What is not covered by my Policy?

There are certain incidents which are not covered by your Policy. These are either:

- Excluded from the definitions of Building and Rental Furnishings:
- Excluded from the definitions of Rental Property benefits, Insured Events, Legal liability or Additional benefits; or
- Set out in section General Exclusions on pages 44-50.

Insured Property

As elected by You and set out on your Certificate of Insurance your Policy will apply to either:

- Buildina:
- Rental Furnishings; or
- Building and Rental Furnishings.

A description of what types of property are included and excluded in the definitions of Building and Rental Furnishings is set out on pages 21-25.

Sum Insured

You are responsible for calculating the Sum Insured on the cost of replacing your Insured Property as new.

If You do not have an adequate Sum Insured, You may be out of pocket if You suffer loss or damage to your Insured Property.

Our Sum Insured valuation calculator tool on our website **www.raa.com.au** may assist You with calculating your Sum Insured. This calculator is to be used as a guide only, it does

Important things You should know

(continued)

not constitute personal advice and will not take into account individual circumstances or preferences.

We recommend that You seek expert advice to determine an adequate replacement Sum Insured for your Insured Property. When we provide You with a renewal notice for your Policy we may recommend an increase to your Sum Insured in line with claims cost inflation trends. An increase to your Sum Insured may result in an increase to your Premium. Your renewal notice will specify the current Sum Insured and any recommended increase to the Sum Insured for renewal. However, You need to consider whether the Sum Insured is sufficient for your situation. If You do not wish to apply the recommended increase to your Sum Insured, just notify us and we will apply your original Sum Insured to your renewal. It is your responsibility to satisfy yourself that You have an adequate Sum Insured for your Insured Property.

Even though You have a Sum Insured, the value of actual loss or damage You may suffer will be determined at the time of the claim and will include the application of various principles as set out in the claim information on page 51.

Waiting Period

A Waiting Period may apply in relation to certain types of Insured Events. If a Waiting Period applies You cannot make a claim for loss or damage You have suffered in connection with that Insured Event during the Waiting Period.

Credit provider's rights

If we decide to pay cash in the event of a claim and your Building is mortgaged or subject to finance, we may be required to pay some or all of this amount to the credit provider shown on your Certificate of Insurance.

If you have any further questions

Please contact us for an explanation by phoning **8202 4567**. Thank You for trusting RAA Insurance with your Landlord and Short Stay insurance needs.

About the Premium

Premium

The Premium is the amount You pay to obtain the Policy.
All Premiums include any compulsory government statutory charges, levies, duties and taxes where applicable. There is a minimum Premium that will apply for any Policy.

The information You provide us may affect how the risk is assessed and therefore the amount of the Premium payable. Please check your Certificate of Insurance to ensure all information is true and correct. If the information is not true and correct please call us immediately on 8202 4567.

How do we calculate the Premium for insurance?

The amount You pay for your Policy will depend on what Insured Property You have included in your Policy together with the following rating factors:

Rating Factor	Possible Impact
Sum Insured	A higher Sum Insured will normally attract a higher Premium
Discounts	You may qualify for one or more of the discounts offered by us.
Construction materials used for your Building	Properties made of materials of varying costs and durability may attract different Premiums
Amount of Basic Excess selected	Your Premium may be affected by the amount of Basic Excess selected
Location of your Rental Property	If your Rental Property is in a high risk area (e.g a high bushfire or flood zone) it may affect your Premium
Management of your Rental Property	The way in which your Rental Property is managed may attract different Premiums
Occupancy of your Rental Property	The occupancy status or periods of occupancy of your Rental Property may attract different Premiums
Rental Amount	Rental Properties generating different rental amounts may attract different Premiums

About the Premium (continued)

Changes in Premium

Each time You renew your Policy your Premium is likely to change, even if the details of your Insured Property or your personal circumstances have not changed. This is because Premiums are affected by many factors including:

- New and updated data we use to calculate the Premium
- The cost of claims we have paid and expect to pay in the future
- Any changes in government taxes, levies or charges
- The cost of running our business.

Payment of Premium

You may elect to pay your Premium up-front or You may pay by instalments.

Upfront payment:

You must pay your Premium in full by the due date shown on your Certificate of Insurance. If You have not paid the Premium by the due date, we may cancel the Policy by notice to You.

Pay by instalments:

You can pay your Premium by instalments via a monthly direct debit from your bank account or credit card.

You are responsible for ensuring your account/credit card has sufficient clear funds to pay each debit on the day it is due. We may deduct two payments in the first month depending upon your monthly payment date.

If you fail to pay an instalment and it remains unpaid for

- 14 days we may refuse or limit our liability to pay your claim until You pay the outstanding instalments; or
- more than 1 month we may cancel your Policy with immediate effect by written notice to You.

A copy of your Direct Debit Request Service Agreement is available on your Certificate of Insurance.

Alteration or cancellation of your Policy

Altering your Policy

You may ask us to make a change to your Policy at any time. Where that change results in a change to your Premium, we will not charge or refund any amount unless it results in a change to your total Premium of more than \$20.

Cooling-off

You can cancel your own Policy during the Cooling-off period. If You cancel your Policy during the Cooling-off period we will cancel the Policy on the date You notify us that You are Cooling-off and we will refund all Premium paid by You.

Cancellation by you

You can cancel your own Policy at any time after the Cooling-off Period. If You are a Co-Insured we can only cancel your Policy with the consent of the other Co-Insured(s).

If You cancel your Policy after the Cooling-off Period the cancellation takes effect on the date You notify us or any future date nominated by You. If You have paid your Premium up front, we will refund any Premium applicable to the term following cancellation provided it is greater than \$20. If You have been paying by instalments we will cancel any further direct debits but we will not pay a refund of Premium.

Cancellation by us

We may cancel your Policy at any time as permitted by law or this PDS, including where You fail to make payments, or fail to disclose important information to us.

If we have cancelled your Policy following a Total Loss claim we will not refund your Premium. Otherwise if You have paid your Premium up front, we will refund any Premium applicable to the term following cancellation, provided it is more than \$20. If You have been paying by instalments we will cancel any further direct debits but we will not pay a refund.

Policy will be void

If You or any Co-Insured or anyone acting on your/their behalf has fraudulently failed to disclose or misrepresented information to us at the time of taking out your Policy, we may void the Policy from its inception (treat the Policy as if it never existed) in accordance with the *Insurance Contracts Act 1984*. Where we void the Policy we will refund any Premium paid in respect of the Policy.

Excess

If You make a claim You may be required to pay a contribution towards the claim. This is known as an 'Excess'. There are different types of Excess which may apply at the time of the claim. The type(s) of Excess which apply to your Policy will be shown on your Certificate of Insurance.

Basic Excess

A 'Basic Excess' is the amount You have agreed to pay as a contribution if You make a claim.

The amount payable as your Basic Excess will be the same for all claims. Your Basic Excess may be replaced by a Tenant Excess. Your Basic Excess amount is shown on your Certificate of Insurance. For an explanation of the Basic Excess options available to You, please phone us on **8202 4567**.

Tenant Excess

The following types of Tenant Excess could apply to your Policy.

Tenant Damage Excess

A specific Excess applies for all claims relating to accidental loss or damage, malicious damage and intentional damage caused by a Tenant or Guest of a Tenant. (**Tenant Damage Excess**). This Excess amount is shown on your Certificate of Insurance. The Tenant Damage Excess replaces your Basic Excess.

Tenant Theft/Burglary Excess

A specific Excess applies for all claims relating to burglary, theft or attempted theft by a Tenant or Guest of a Tenant (**Tenant Theft/Burglary Excess**). This Excess amount is shown on your Certificate of Insurance. The Tenant Theft/Burglary Excess will replace your Basic Excess.

Tenant Default Excess

A specific Excess applies for all claims relating to Tenant Default, Tenant Death and loss of rent due to Tenant Hardship (**Tenant Default Excess**). This Excess amount is shown on your Certificate of Insurance. The Tenant Default Excess replaces your Basic Excess.

Additional Excess

Non-removable Earthquake or Tsunami Excess

If You claim for loss or damage arising from an earthquake or tsunami, an Excess in addition to your Basic Excess will apply and is shown on your Certificate of Insurance.

Non-removable Excess

Other Non-removable Excess(es) may apply to your Policy. These are an additional Excess which may apply to your Policy as a result of the information You have provided to us about:

- vour Insured Property
- your or a Co-Insured's claims history,
- the occupancy of the Rental Property or,
- individual risk review.

The amount of any Non-removable Excess will be shown on your Certificate of Insurance together with a description of the reason for the Excess. A Non-removable Excess applies to all claims unless noted in the description that it only applies to certain claims.

Each Non-removable Excess is in addition to any Basic Excess or Tenant Excess You are required to contribute.

Excess per Incident

If You make a claim and it is caused by more than one Incident, You will need to make a claim for each Incident and pay the applicable Excess(es).

In some circumstances where multiple Incidents occur (e.g. when two Insured Events occur simultaneously), we will only ask You to contribute the higher of your Basic Excess or (if applicable) a Tenant Excess. This is in addition to any Nonremovable excess applicable to the claim.

Where multiple Tenant Excesses could apply in an Incident, only the highest Tenant Excess will apply.

Payment of Excess

We only provide cover under this Policy if the amount of the claim is more than the Excess payable.

You will only be required to pay an Excess if your claim is approved. Where an Excess is payable we will advise You of the options for payment of the Excess, which may include:

- payment by You to us;
- deducting it from the amount we pay You under the claim; or
- payment by You to a supplier or repairer assisting with the claim.

Excess (continued)

Excess examples

LACOSS CAULIPIOS				
Claim Type	Excess applicable			
Example 1				
Your Tenant has been evicted by a court order due to not paying rent for 12 weeks.	Tenant Default Excess applies.	As this is a claim for Tenant Default only. This is the only Excess which will apply.		
Example 2				
Your Tenant has been evicted by a court order due to not paying rent for 12 weeks and have stolen your Rental Furnishings from the Rental Property.	The higher of Tenant Default Excess or Tenant Theft/Burglary Excess applies.	As this is a claim for Tenant Theft/ Burglary and Tenant Default only one Tenant Excess applies whichever the higher.		
Example 3				
An earthquake fractures an internal wall of the Rental Property causing damage.	Basic Building and Non-removable Earthquake Excess applies.	As the damage was caused by an Incident which a Non-removable Excess applies, this		

Example 4

An earthquake fractures an internal wall of the Rental Property causing damage and your Tenant accidentally breaks a Rental Furnishings item in shock.

Non-removable Earthquake Excess applies and the higher of the Basic Building or Tenant Damage Excess. As the damage was caused by an Incident which a Non-removable Excess applies, this is in addition to the higher of the Basic or Tenant Excess.

is in addition to the Basic Excess.

Your Policy

Subject to the General Exclusions (see pages 44-50) and other terms and conditions set out in this PDS, under this Policy You can make claims for:

- Rental Property benefits;
- Insured Events causing loss or damage to your Insured Property;
- Legal liability; and
- Additional benefits applicable to your Insured Property.

Unless specified otherwise in this PDS, each claim for any Incident is limited to the Sum Insured for the Insured Property under the Policy.

In addition, for some Incidents there will be a specific limit on the amount You can claim under this Policy (Specific Limit). Where a Specific Limit applies it is specified in the description of the relevant benefit. A Specific Limit overrides the general limit of the Sum Insured and may result in the amount You can claim being below the minimum amounts prescribed by the *Insurance Contracts Act 1984*.

If an individual claim for an Insured Event exceeds the Sum Insured, the Insured Property will be deemed a Total Loss.

Your Policy (continued)

Summary of Rental Property benefits

The following table provides a summary of Rental Property benefits. A more detailed explanation, including specific inclusions, exclusions and limits is set out on pages 26-31. General Exclusions also apply.

Rental Property Benefit	Landlord (Permanent Rental)	Short Stay (Holiday) Rental	Page(s)	Limits (up to)
Accidental loss or damage caused by a Tenant	√	√	26	10% of the applicable Sum Insured
Domestic Pet Damage	✓	√	26	\$3,000
Loss of Rent Prevention of access	√	√	27	20 weeks' loss of Rent
Loss of rent (Tenant Default)	✓		28	20 weeks' loss of Rent
Loss of rent (Tenant Hardship)	✓		29	6 weeks' loss of Rent
Replacement of locks and keys (Tenant Default)	√		29	\$500
Tribunal fees and representation costs	✓		30	\$500
Un-tenantable Rental Property Benefit	✓	√	30-31	Maximum 52 weeks' loss of Rent*

^{*} NOTE: Rent is determined differently between Landlord (Permanent Rental) and Short Stay (Holiday) Rental. Please refer to pages 30 and 31 of this PDS.

Your Policy (continued)

Summary of Insured Events

The following table provides a summary of Insured Events applicable to Insured Property. A more detailed explanation, including specific inclusions, exclusions and limits is set out on pages 32-39. General Exclusions also apply.

Insured Events	Insured Property		Page	Limits
	Building	Rental Furnishings		(up to)
1. Fire (including bushfire)	√	✓	32	Applicable Sum Insured
2. Explosion	√	✓	32	Applicable Sum Insured
3. Burglary, theft or attempted theft – by Tenant or guest of Tenant	V	√	33	10% of the Sum Insured
4. Burglary, theft or attempted theft – by someone other than the Tenant or Guest of Tenant	√	√	33	Applicable Sum Insured
5. Lightning	√	✓	34	Applicable Sum Insured
6. Earthquake or tsunami	√	✓	34	Applicable Sum Insured
7. Storm and rainwater run off	√	✓	35	Applicable Sum Insured
8. Bursting, leaking, discharging or overflowing of water or liquid	√	✓	36	Applicable Sum Insured
9. Malicious damage and intentional damage (by vandals)	✓	√	37	Applicable Sum Insured
9. Malicious damage and intentional damage (by Tenant or Guest of Tenant)	✓	√	37	10% of the Sum Insured
10. Riot or civil commotion	√	✓	37	Applicable Sum Insured
11. Impact	√	✓	38	Applicable Sum Insured
12. Damage by an animal	√	✓	38	Applicable Sum Insured
13. Flood	√	✓	39	Applicable Sum Insured

Your Policy (continued)

Summary of Legal liability

The following table provides a summary of Legal liability. A more detailed explanation, including specific inclusions, exclusions and limits is set out on page 40. General Exclusions also apply.

Legal liability	Building	Rental Furnishings	Page	Limits (up to)
Legal liability	✓	✓	40	\$20 Million in total

Additional benefits

The following table provides a summary of Additional benefits applicable to Insured Property. A more detailed explanation, including specific inclusions, exclusions and Specific Limits is set out on pages 41-43. General Exclusions also apply.

Additional benefits	Building	Rental Furnishings	Page	Limits (up to)
Accidental Breakage of glass and sanitary fixtures	V	V	41	Applicable Sum Insured
Legal costs	√	✓	41	No limit but pre-approval required
Motor Burnout	√	✓	42	Applicable Sum Insured
Removal of debris and rebuilding costs	√	√	43	10% of the applicable Sum
Replacement of locks	√	✓	43	\$1000

What is insured as 'Building'?

If 'Building' is shown as Insured Property on your Certificate of Insurance then we will cover You for loss or damage to your Building and all fixtures and structural improvements within the domestic boundaries of the land on which it stands as a result of an Incident occurring at the Rental Property including:

- fixed aerials, satellite dishes and masts
- boat jetties and boat pontoons
- fixed clothes lines

- coverings fixed to ceilings, walls, or floors
- dishwashers that are housed in a purpose built cupboard or bench
- fixed electrical and gas appliances that are permanently wired or plumbed to the electricity or gas supply
- fixed light fittings
- fixed solar panels
- fixed solar battery storage systems
- fixed external blinds, shade sails and awnings
- fixed barbeques
- garages and outbuildings, including shipping containers
- garden borders, paved driveways, paths and paving
- fixed in ground pools, saunas, spas, permanently attached hard pool covers, their pump motors, their filters and any attachments that fit into their filters
- insulation
- pergolas, decking and fixed gazebos
- service pipes and cables that You own or are legally responsible for
- tennis courts
- unfixed building materials and uninstalled fittings which are intended to form part of the Building
- walls, fences and gates that You own or are responsible for.

What is excluded from 'Building'?

Despite the inclusions listed above, the following items are excluded from and do not form part of the Building under the terms of this Policy:

- a caravan, motor vehicle, trailer, mobile home, tent, rail carriage, tram, aircraft or watercraft
- carpets and floating floors (a floating floor is a floor that does not need to be nailed or glued to the subfloor)
- fences, sheds, stables and other structures used for any agricultural purposes
- buildings under construction
- lawns (natural or artificial), trees, plants, shrubs and hedges
- temporary buildings and structures
- any part of the Rental Property including within the domestic land boundaries that is used or occupied for any Business activity not previously agreed to by us and listed on your Certificate of Insurance.

We will not cover You for loss or damage to any of these items as a result of an Incident occurring at the Rental Property.

Limits for 'Building'

Unless stated elsewhere in this PDS, the maximum we will cover You for any one Incident resulting in a claim under Insured Events or Additional benefits in respect of, or in connection with loss or damage to your Building, is up to the Sum Insured for Building shown on your Certificate of Insurance.

What is 'Rental Furnishings'?

If Rental Furnishings cover is shown as Insured Property on your Certificate of Insurance then, subject to the terms and conditions of this PDS, we will cover You for loss or damage to the following types of Rental Furnishings which are located at the Rental Property (Rental Furnishings) as a result of an Insured Event occurring at the Rental Property, provided they are owned by You or a Co-Insured and made available to a Tenant:

- fixtures or fittings in a residential flat, unit, town house or villa, owned by You or a Co-Insured, which legally do not form part of the Insured Property under this PDS
- above ground pools, spas and their pump motors, their filters and any attachments that fit into their filters
- carpets, floating floors (a floating floor is a floor that does not need to be nailed or glued to the subfloor) and floor coverings (including rugs, runners and floor mats)
- furniture and household furnishings
- household electrical items
- household whitegoods and light fittings (not permanently wired to the electricity supply)
- internal blinds and curtains
- mobile dishwashers (not fixed into a cupboard space or bench)
- potted trees, shrubs and plants
- manchester, including Linen, towels, quilts, blankets and pillows
- cutlery, crockery, glassware, pots, pans, dishes and utensils
- bicycles and Sporting Equipment, but not whilst in use
- ride on mowers, lawn mowers and gardening equipment for the use of the Tenant.

What is excluded from 'Rental Furnishings'?

Despite the inclusions listed above, the following items are excluded from and do not form part of Rental Furnishings under the terms of this Policy:

- aircraft, watercraft, outboard motors or any of their spare parts or accessories, including those that are remote controlled
- bullion, nuggets, precious metal of any kind
- coupons, travel tickets or tickets of any kind
- lawns (natural or artificial), trees, plants, shrubs and hedges in the ground
- motor bikes, trail bikes, mini bikes, quad bikes, trikes, motorised go-karts, motorised golf karts or motorised/ mobility scooters or their spare parts and accessories (which includes protective clothing for these, including helmets)
- motor vehicles, caravans, mobile homes, trailers, tractors or any attached accessories
- pets, domestic animals and livestock
- precious or semi-precious gems
- shares, negotiable securities and/or instruments
- stock in trade
- fixed building materials and uninstalled fittings
- antiques, art and curios
- cameras, including video cameras and photographic equipment
- car parts and spare parts and or/ keys for vehicles, caravans, watercraft or trailers
- cash
- CD's/DVDs and digital media files
- collections (such as but not limited to stamps, cards, figurines, gems/rocks, wine/alcohol)
- computer equipment including software, hardware, photocopiers, printers, fax machines, laptops, tablet computers or any handheld electronic devices such as, but not limited to music players, mobile phones, gaming devices and radio transmitters
- documents and files
- jewellery, watches or fur
- silver and gold, including silverware, silver plated or gold plated items
- tools, power tools or any tools of trade
- food and drinks, including alcohol
- firearms and/or dangerous weapons

What is excluded from 'Rental Furnishings'? (continued)

- any clothing or personal effects
- any item not owned by You, this includes items owned by a Tenant or Guest of Tenant

We will not Cover you for loss or damage to any of these items as a result of an Incident occurring at the Rental Property.

Limits for 'Rental Furnishings'

We will only Cover you for loss or damage to your Rental Furnishings as a result of a Rental Property benefit, Insured Event or Additional benefit.

Unless stated elsewhere in this PDS, the maximum we will Cover you for any one Incident resulting in a claim under Rental Property benefits, Insured Events or Additional benefits in respect of, or in connection with loss or damage to your Rental Furnishings, is up to the Sum Insured for Rental Furnishings shown on your Certificate of Insurance.

In addition the following limits will apply to claims in relation to specific types of Rental Furnishings:

Rugs, runners and floor mats

 \$2,000 in total per Incident, up to a maximum of \$1,000 per item

Televisions, speaker systems and DVD players

\$3,000 in total per Incident

Cutlery, crockery, glassware, pots, pans, dishes and utensils

\$500 in total per Incident

Manchester

 \$1,500 in total per Incident, up to a maximum of \$100 per item or set

Bicycles and Sporting Equipment

 \$1,500 in total per Incident, up to a maximum of \$500 per item

Rental Furnishings in the Open Air

\$1,500 in total per Incident

Rental Property benefits

Under the Policy we will Cover you for the following Rental Property benefits subject to the terms and conditions set out in this PDS.

Specific exclusions for each Rental Property benefit are set out in this section and are in addition to the General Exclusions on pages 44-50.

Rental Property benefits - General

Accidental loss or damage by a Tenant

What we Cover

Accidental loss or damage to your Insured Property which is caused by a Tenant or Guest of a Tenant.

In determining the value of any loss or damage claim under this benefit, we will deduct the value of any deposit or Bond You are entitled to under the Lease Agreement.

What we don't Cover

Loss or damage:

- caused by neglect of the Tenant and improper upkeep of the Rental Property
- for the removal and disposal of any rubbish or items left at the Rental Property
- caused by Domestic Pets kept at, or visiting the Rental Property
- consisting of chips, scratches, dents or any superficial markings to the Insured Property
- caused by wear and tear, or damage over a period of time
- caused by You, including as a result of neglect or improper upkeep
- as the result of any General Exclusion shown on pages 44-50.

Specific Limit

Specific Limit

10% of the Sum Insured for the relevant Insured Property for all claims during the term of your Policy.

\$3,000 for all claims during the term of

Domestic Pet Damage

What we Cover Loss or damage to your Insured Property caused by a domestic cat or dog owned by a Tenant shown on the Lease Agreement. In determining the value of any loss or damage claim under this benefit, we will deduct the value of any deposit or Bond You are entitled to under the Lease Agreement. What we don't Cover

your Policy.

Rental Property benefits - General

(continued)

Loss of Rent due to prevention of access

What we Cover

Loss of Rent (which would have otherwise been payable) whilst your Tenant's access is restricted to the Rental Property due to loss or damage at a neighbouring property not as a result of an Insured Event.

Your loss of Rent for any one Incident will be determined as the Rent payable for the period

- from the date access is restricted:
- until the earlier of the date when:
 - access is reinstated; or
 - the Specific Limit is reached.

What we don't Cover

Loss of rent:

- if your Rental Property is also damaged
- if the damage to the neighbouring property is caused by You or your Tenant
- if the access to your Rental Property was restricted whilst it was vacant
- if You have already claimed under 'Un-tenantable Rental Property benefit' (refer pages 30-31) and the loss is due to an Insured Event.

Specific Limit

An amount equal to 20 weeks' Rent for any one Incident.

Rental Property benefits – Landlord

(Permanent Rental) only

If the Rental Property is occupied as Landlord (Permanent Rental) we will also Cover you for the loss or damage specified in this section.

Loss of Rent - Tenant Default

What we Cover

Your loss of Rent, provided that prior to making any claim You have taken all reasonable steps legally available to You under relevant legislation to remedy any default by the Tenant under the Lease Agreement (including eviction) if:

- your Tenant leaves the Rental Property before the end of the Rental Term without the required notice under the Lease Agreement: or
- your Tenant stops paying Rent owed to You under the Lease Agreement; or
- your Tenant is legally evicted from the Rental Property prior to the end of the term of the Lease: or.
- your Tenant is the sole Tenant and dies before the end of the term of the Lease and has not provided notice in accordance of the Lease Agreement prior to death.

Your loss of Rent for any one Incident will be determined as the Rent payable for the period:

- from the date of the first non-payment of Rent and will be calculated at the Rent specified in the Lease Agreement
- until the earlier of the date when:
 - the Rental Property is re-let; or
 - the Tenant's Lease Agreement expires; or
 - the Specific Limit is reached

In determining the value of any claim under this benefit, we will deduct the value of any deposit or Bond You are entitled to under the Lease Agreement.

What we don't Cover

Loss of rent:

- if there is no Lease Agreement in place
- if the Rent was in arrears for more than 14 days at the inception date of the Policy, unless since the inception date your
 Tenant has paid Rent when due for at least 12 consecutive weeks.

Specific Limit

An amount equal to 20 weeks' Rent for any one Incident.

Rental Property benefits - Landlord

(Permanent Rental) only (continued)

Loss of Rent - Tenant Hardship

What we Cover

Your loss of Rent If your Tenant is granted a release from their Lease Agreement by a residential tenancies tribunal or another relevant authority on the grounds of hardship. Your loss of Rent for any one Incident will be determined as the Rent payable for the period:

- from the date when the relevant order of the Residential Tenancies Tribunal (or other relevant authority) took effect;
- until the earlier of the date when:
 - the Rental Property is re-let; or
 - The Tenant's Lease Agreement expires; or
 - The Specific Limit is reached.

Specific Limit

An amount equal to 6 weeks' Rent for any one Incident.

Replacement of locks and keys – Loss of Rent (Tenant Default)

\$500 for any one Incident.

What we Cover

Specific Limit

Your out of pocket costs of re-barrelling/ replacing house locks, keys or changing the house key codes if we have agreed to pay your claim for 'Loss of Rent – Tenant Default' – page 28 and the Tenant has not returned their set(s) of keys for the Rental Property. In determining the value of any claim under this benefit, we will deduct the value of any deposit or Bond You are entitled to under the Lease Agreement.

Tribunal fees and representation costs

What we Cover

Any fees incurred as a result of evicting or recouping Rent in a tribunal setting charged by your Property Manager or by the tribunal. In determining the value of any claim under this benefit, we will deduct the value of any deposit or Bond You are entitled to under the Lease Agreement.

What we don't Cover

Tribunal fees and representation costs:

- If the relevant fee is not expressed in the management agreement between You and the Property Manager
- For application, lodgement, filing or preparation fees charged by your Property Manager on your behalf.

Specific Limit

\$500 for any one Incident.

Un-tenantable Rental Property benefit

What we Cover

Your loss of Rent (which would have otherwise been payable) if the Rental Property becomes unfit to live in as a result of an Insured Event and we have agreed to pay for the loss or damage to your Insured Property.

or

Your loss of Rent (which would have otherwise been payable) if an Insured Event causes loss or damage to a neighbouring property and access to the Rental Property is prevented.

Your loss of Rent for any one Incident will be determined as the Rent payable for the period:

- From the date it becomes unfit to live in;
- Until the earlier of the date that:
 - it is no longer unfit to live in;
 - the Specific Limit is reached.

What we don't Cover

If the Rental Property was not tenanted at the time of the loss.

Specific Limit An amount equal to 52 weeks' Rent for any one Incident.

We pay this benefit in addition to any amount payable under the Insured Event.

Rental Property benefits – Short Stay

(Holiday) Rental only

If the Rental Property is occupied as Short Stay (Holiday) Rental we will also Cover you for the loss specified in this section.

Un-tenantable Rental Property benefit

What we Cover

Your loss of Rent (which would have otherwise been payable) if the Rental Property becomes unfit to live in as a result of an Insured Event and we have agreed to pay for the loss or damage to your Insured Property.

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Your loss of Rent (which would have otherwise been payable) if an Insured Event causes loss or damage to a neighbouring property and access to the Rental Property is prevented.

Your loss of Rent for any one Incident will be determined by reference to:

- bookings made at the same time in the previous year; and/or
- the bookings already received and confirmed for the period of loss.

whichever is the higher until the earlier of the date that:

- it becomes unfit to live in;
- that:
 - it is no longer unfit to live in;
 - the Specific Limit is reached.

Specific Limit

An amount equal to 52 weeks' Rent for any one Incident.

We pay this benefit in addition to any amount payable under the Insured Event.

An example of how your claim is calculated is set out on page 57.

Insured Event

Under the Policy we will cover your Insured Property in respect of loss or damage caused by the events listed below (each an Insured Event).

Specific exclusions for each Insured Event are set out in this section and are in addition to the General Exclusions on pages 44-50.

For some Insured Events a Waiting Period will apply. You cannot make claims for any loss or damage You suffer in connection with an Insured Event which occurs during a Waiting Period. Where a Waiting Period applies it is specified in the description of the Insured Event. If your Policy commenced immediately after another Policy covering the same Insured Property, (regardless of the occupancy type) or You have just purchased the Rental Property the specified Waiting Periods will not apply.

1. Fire (including bushfire)

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What we Cover	Loss or damage to Insured Property as a result of fire including bushfire.
What we don't Cover	Loss or damage: caused by scorching or heat damage where there has been no ignition caused by cigarette/cigar marks or scorching to floor coverings caused by an open fire, combustion heater, pot belly stove, or stove for the cost of repairing an electrical breakdown or short-circuit (however we
Waiting Period 2. Explosion	will pay for resulting fire damage). 48 hours after inception date of the Policy for loss or damage caused by bushfire.
What we Cover	Loss or damage to Insured Property as a result of explosion.
What we don't Cover	Loss or damage to the tank or container that exploded including gas cylinders and solar battery storage systems.

3. Burglary, theft or attempted theft – by a Tenant or Guest of the Tenant

What we Cover	Loss or damage to Insured Property as a result of burglary, theft or attempted theft by a Tenant or Guest of the Tenant.
What we don't Cover	Loss or damage caused by theft or attempted theft by You, your Guest or any Co-Insured.
Waiting Period	48 hours after the inception date of the Policy.
Specific Limit	10% of the Sum Insured for the relevant Insured Property for all claims made during the term of the Policy.

	ft or attempted theft – by someone Tenant or Guest of the Tenant
What we Cover	Loss or damage to Insured Property as a result of burglary, theft or attempted theft by someone other than the Tenant or Guest of the Tenant.
What we don't Cover	Loss or damage: caused by theft or attempted theft by You, your Guest or a Co-Insured caused by theft or attempted theft by a person who, without Violent and forcible entry, entered the Rental Property with your consent, including a Tenant or Guest of You or the Tenant caused by theft without Violent and forcible entry from common areas of multiple occupancy residences such as flats, units, or town houses and the like. For example, theft of a bicycle in a common area of a unit block.
Waiting Period	48 hours after the inception date of the Policy.

5. Lightning	
What we Cover	Loss or damage to Insured Property as a result of lightning.
What we don't Cover	Loss or damage where there is no evidence that lightning caused the loss or damage.

6. Earthquake or tsunami

Waiting Period	48 hours after the inception date of the Policy.		
What we Cover	Loss or damage to Insured Property as a result of earthquake or tsunami.		

7. Storm and rainwater runoff

What we Cover

Loss or damage to Insured Property as a result of storm or rainwater runoff.

What we don't Cover

Loss or damage:

- caused by rain, hail or wind entering your Rental Property because of any of the following that You either knew about or should have reasonably known about and did not repair prior to the loss or damage occurring: a defect, or wear, tear or deterioration over a period of time. For example, You are not covered for rain, hail or wind entering the Building:
 - via an existing cracked roof tile
 - under a door because of the slope of the land towards the Building where there was insufficient ground drainage
 - via incorrectly installed or inadequate auttering, flashing or waterproofing
- caused by rain, hail or wind entering your Building through open windows, open doors or open skylights
- caused by underground (hydrostatic) water (for example, You are not covered for swimming pool movement)
- caused by wind to gates or fences that are not structurally sound or were not maintained in a reasonable manner prior to the loss or damage occurring
- to tennis courts
- to a wharf, jetty or pontoon
- to swimming pools or spas and their covers or liners except for permanently attached hard lid style pool covers
- to a glasshouse or greenhouse whether or not constructed principally of glass
- to unsealed paths or driveways, such as gravel or constructed with any loose materials
- to any of the following if they were not structurally sound or were not maintained in a reasonable manner prior to the loss or damage occurring:
 - a path.
 - a drivewav:
 - garden, paving;
 - free standing or retaining walls.

Waiting Period

48 hours after the inception date of the Policy.

Specific Limit

10% of the Sum Insured for the relevant Insured Property for loss or damage to paths, driveways, garden, paving, freestanding and retaining walls.

8. Bursting, leaking, discharging or overflowing of water or liquid

What we Cover

Loss or damage to Insured Property as a result of bursting, leaking, discharging or overflowing water or liquid from:

- a water main or fire hydrant at or near the Rental Property
- dishwashers or washing machines at the Rental Property
- drainage and sewerage systems at the Rental Property
- fixed baths, sinks, basins and toilets at the Rental Property
- pipes or plumbing apparatus fixed to pipes at the Rental Property
- rainwater or hot water tanks, septic or fish tanks at the Rental Property
- roof gutters and their down-pipes at the Rental Property
- swimming pools or spas at the Rental Property
- waterbeds at the Rental Property.

What we don't Cover

Loss or damage:

- caused by a leak that You knew about or should have reasonably known about and did not fix before the loss or damage occurred
- caused by underground (hydrostatic) water (for example, swimming pool movement)
 - caused by leaking shower floors, bases or cubicle wall (for example, deteriorated grouting and/or cracked tiles)
 - to a tank, pipe, part, container or waterbed that caused the damage
 - to leaking shower floors, bases or cubicle
 - from gas or liquid that escaped.

Exploratory costs

If Building is part of your Insured Property, we will pay for exploratory costs to find the source of the leak provided that:

- the source of the leak is unknown, and
- the leaking water or liquid is causing or has caused damage to the Building or Rental Furnishings.

Specific Limit Subject to general limits, where the claim is accepted, if necessary, we will cover up to \$750 to replace undamaged tiles or other wall or floor materials within the area explored, so they match or complement the new materials used for repairs.

> If we do not find evidence of an Insured Event we will not pay the costs to reinstate any tiles, wall or floor materials to the state they were in prior to the exploratory works.

9. Malicious damage and intentional damage

What we Cover

Loss or damage to Insured Property as a result of malicious damage and intentional damage caused by vandals, a Tenant or a Guest of a Tenant.

What we don't Cover

- Neglect by the Tenant(s) and improper upkeep of the Insured Property
- The removal and disposal of any rubbish or items left at the Rental Property
- Any loss or damage to Insured Property caused by Domestic Pets kept at, or visiting the Rental Property subject to the Domestic Pet Damage cover set out on page 26
- Chips, scratches, dents or any superficial markings to the Insured Property
- Wear and tear, or damage caused over a period of time
- · Loss or damage caused by You.

Specific Limit

10% of the Sum Insured for the relevant Insured Property for all claims as a result of malicious damage and intentional damage by a Tenant or Guest of Tenant during the term of the Policy.

10. Riot or civil commotion

What we Cover	Loss or damage to Insured Property as a result of riot or civil commotion.		
What we don't Cover	Loss or damage caused by You, your Guest, a Tenant or Guest of the Tenant.		

11. Impact

What we Cover

Loss or damage to Insured Property as a result of impact at the Rental Property:

- caused by a falling tree or branch (which would include the cost of removing a tree or branch off the Rental Property)
- caused by a vehicle, (includes caravan and watercraft)
- caused by falling debris from space, aircraft, rocket or satellite
- caused by a satellite dish, or television or radio aerial, which breaks or collapses.

What we don't Cover

- Loss or damage caused by the lopping or felling of trees by You, a Tenant or Guest of You or a Tenant
- The costs of by removing fallen trees or branches that have not caused damage to the Building
- Loss or damage caused by a Road vehicle to a path, paving or underground service e.g. underground pipes
- Loss or damage caused by the roots of trees, plants, hedges or shrubs.

Rental Furnishings only

If your Insured Property includes Rental Furnishings we will also Cover you for loss or damage to your Rental Furnishings caused by ceiling collapse. **We will not Cover** You for loss or damage caused by a ceiling collapse that You expected or should have reasonably expected and did not fix before the collapse occurred.

12. Damage by an animal

What we Cover

Loss or damage to Insured Property by an animal which is not covered by the Domestic Pet Damage on page 26.

What we don't Cover

Loss or damage:

- caused by Domestic Pets in the care of, owned or kept by either You, a Tenant or a Guest of a Tenant
- caused by Domestic Pets that entered your Rental Property with your consent, or the consent of a Tenant or Guest of a Tenant
- caused by vermin (such as rats, rabbits and mice), insects, birds or termites.

For loss or damage caused by a Domestic Pet, see Rental Property benefits – Domestic Pet Damages on page 26.

13. Flood

What we Cover

Loss or damage to Insured Property as a result of flood.

What we don't Cover

Loss or damage:

- to any part of the Rental Property that is not fully built
- to tennis courts
- to a wharf, jetty, pontoon or sea wall
- to water in a tank, swimming pool or spa, including the cost of cleaning mud or debris out of a tank, swimming pool or spa
- to swimming pools or spas and their covers or liners except for permanently attached hard lid style pool covers
- to paint when there is no structural damage caused by a flood to other parts of the Rental Property
- caused by underground (hydrostatic) water
- to a glasshouse or greenhouse
- to unsealed paths or driveways, such as gravel or constructed with any loose materials
- caused by flood which arises from deliberate or malicious damage to, or destruction of a reservoir or dam (or any looting or rioting following these Incidents)
- to any of the following if they were not structurally sound or were not maintained in a reasonable manner prior to the loss or damage occurring:
 - a path
 - a driveway
 - garden, paving
 - freestanding or retaining walls, or
 - gates and fences.

Waiting Period

72 hours from the inception date of the Policy.

Specific Limit

10% of the Sum Insured for the relevant Insured Property for loss or damage to paths, driveways, garden, paving, freestanding and retaining walls, gates or fences.

Legal liability cover

Building

If your Insured Property includes Building, we will cover what You are legally liable to pay as Compensation as a result of an Incident occurring during the term of the Policy:

- at the Building, and
- arising out of your ownership of the Building which causes death, bodily injury or damage to someone else's property, subject to the terms and conditions set out in this PDS.

Rental Furnishings

If your Insured Property includes Rental Furnishings, we will cover what You are legally liable to pay as Compensation as a result of an Incident occurring during the term of the Policy arising out of the ownership of the Rental Furnishings which causes death, bodily injury or damage to someone else's property, subject to the terms and conditions set out in this PDS.

There are some General Exclusions which apply to legal liability cover that are set out in the General Exclusions on pages 44-50.

The maximum we will pay under this Policy for all legal liability claims arising from any one Incident is \$20,000,000, including all associated legal costs that we have approved.

Additional benefits

Subject to the limitations and conditions set out in this PDS, under this Policy we will provide the following benefits when You make a claim which is covered by this Policy:

Specific exclusions for each Additional benefit are set out in this section and are in addition to the General Exclusions on pages 44-50.

Accidental breakage of glass and sanitary fixtures

What we Cover

If any part of any:

- fixed glass forming part of the Insured Property including windows; or
- fixed sinks or basins, shower bases (not tiled bases), baths or toilets forming part of the Insured Property,

is accidentally broken other than by a Tenant or Guest of a Tenant then we will pay for the cost of repairing or replacing them.

What we don't Cover

- repairing scratches (where the break does not extend through the entire thickness of the item)
- glass in a glasshouse or greenhouse
- repair or replacement of any tiles or tiled fixture or splashback (whether tiled or glass) forming part of the Rental Property
- toilet seats
- glass forming part of a stove, heater, oven or cook top as a result of the direct application of heat
- a picture tube or screen of a television or visual display unit
- glass forming part of a radio or clock, vase, ornament, lamp or photo frame.

Legal costs

What we Cover

We reimburse all Legal costs and legal expenses incurred by You with our express prior agreement in defending any civil court proceedings arising from an Incident covered by the Policy.

What we don't Cover

Any Legal costs and legal expenses incurred by You without our express prior agreement.

Motor burnout

What we Cover

If a household electric motor forming part of the Insured Property burns out or fuses during the term of the Policy, then we will Cover you for:

- the repair or replacement of the motor
- the repair or replacement of the entire sealed unit if the electric motor is inside a sealed refrigeration or air-conditioning unit
- re-gassing a refrigeration or air-conditioning unit
- replacing switches, capacitors, condensers, bearings and seals fixed in the electric motor.

If we cannot repair or replace the motor or sealed unit we will Cover you for the estimated cost of replacing the electric motor or sealed unit with an equivalent modern day motor or unit.

What we don't Cover

- the cost of repairing, replacing or rectifying mechanical or electrical breakdown, malfunction or failure to operate properly or correctly
- burnout of an electric motor or electric motor in a sealed unit that is more than 10 years of age from the date of manufacture
- any amount recoverable under a guarantee or warranty
- pumps or electric motors forming part of submersible pumps
- any radio, television, computer, printed circuit board, electronic component, video, sound or recording system, amplifying or electronic equipment
- any motor used for a Business activity
- replacing a whole appliance if a motor or sealed unit for the appliance cannot be repaired or replaced.

Additional benefits (continued)

Removal of debris and rebuilding costs

What we Cover

If your Insured Property has been damaged as a result of an Insured Event, then we will Cover you for the costs of:

- where Building is included in your Insured Property:
 - a survey
 - design
 - related legal work
 - demolition and removal of debris; and
 - any additional costs necessary to comply with government or local government laws and by-laws introduced after the house was originally built or altered, limited only to those areas of the Building which have been damaged
- where Rental Furnishings are included in your Insured Property the costs of removing the damaged items and any associated storage costs.

Specific Limit

We only pay these benefits if we accept a claim for the Insured Event causing loss or damage to the relevant Insured Property, in which case we will Cover you for these benefits in addition to the Sum Insured for the relevant Insured Property.

10% of Sum Insured for Building for any one Insured Event.

10% of the Sum Insured for Rental Furnishings for any one Insured Event.

Replacement of locks

What we Cover

The cost of re-barrelling/replacing building locks or changing the building key codes if:

- a key for any external door to the Rental Property is lost or stolen anywhere in Australia, and
- if stolen, You have reported the theft to the police, and
- the keys had the address of the Rental Property or other identifying information with them.

Specific Limit

\$1,000 for any one Incident.

General Exclusions

In addition to the specific exclusions set out in the explanation of what is covered by this Policy, we will not Cover you for any claim under your Policy, or will reduce the amount we will pay You for a claim under your Policy, for loss, damage or liability caused by, contributed to or arising from any one or more of the following:

Action of the sea

We will not Cover you for loss, damage or liability caused by Action of the sea, high water or tidal wave unless it arose from an Insured Event (e.g. earthquake).

Asbestos

We will not Cover you for loss, damage or legal liability arising directly or indirectly out of or caused by, through or in connection with:

 the inhalation of (including the fear of inhalation of, or exposure to) asbestos, asbestos fibres or derivatives of asbestos.

Breaching or failing to comply

We will not Cover you for loss, damage or liability arising from or in connection with, or involving a breach or failure by You or a Co-Insured or by a Tenant with your consent, to comply with any Commonwealth, State, Territory or Local Government law, ordinance or regulation or Lease Agreement in respect of the Rental Property including, but not limited to:

- pool fencing requirements
- dangerous goods and liquids
- firearms laws
- control and safekeeping of Dangerous Dogs.

Business activity

We will not Cover you for loss, damage or liability to or for any part of the Rental Property which is used for any Business activity except for a Business activity that has been agreed by us and listed on your Certificate of Insurance.

General Exclusions (continued)

Care

We will not Cover you for loss, damage or liability:

- if reasonable care is not taken by You to maintain in a good condition and to protect or safeguard the Insured Property from loss or damage
- if you did not take proper precautions to prevent further loss or damage following an Insured Event
- if inspections are not undertaken at the Rental Property at least every 6 months by You or your Property manager
- if inspections are not undertaken at the Rental Property at the commencement of any Lease Agreement.

Compliant construction

We will not Cover you for loss, damage or liability if the construction of the Rental Property does not comply with any Commonwealth, State, Territory or Local Government laws, regulations and by-laws unless those laws were introduced after the Rental Property was originally constructed or altered.

Confiscation

We will not Cover you for loss, damage or liability caused by confiscation, compulsory acquisition, nationalisation or requisition of the Building or any Insured Property by any government or local authority.

Consequential loss

We will not Cover you for loss, damage or liability for Consequential Loss of any kind unless specifically stated elsewhere in this PDS. For example, we will not Cover you for loss of profit.

Criminal act or Illegal Act

We will not Cover you for loss, damage or liability resulting from, contributed to or caused by a criminal or illegal act by You or by a person acting with your express or implied consent (which may include the Tenant), including, but not limited to:

- the manufacture, distribution and/or supply of illegal substances or drugs
- your possession or consumption of any illegal substances
- assault
- malicious damage
- libel or slander.

Construction

We will not Cover you for loss, damage or liability arising from or in connection with, or involving the construction of the Rental Property.

Dangerous goods

We will not Cover you for loss, damage or liability caused by the discharge or escape of contaminants, pollutants or other dangerous goods from your Rental Property unless they are substances You or the Tenant are legally allowed to store.

Defects

We will not Cover you for loss, damage or liability caused by, or as a result of:

- an inherent defect
- a defective or faulty part
- defective or faulty workmanship
- · defective or faulty design, or
- defective or faulty manufacture or construction,

in the Rental Property or in any way related to the Insured Property.

Deliberate act

We will not Cover you for loss, damage or liability that is caused by, arises from or involved any act by You or by someone acting with your given or implied consent that:

- is deliberate or intentional
- is a deliberate lack of action
- is wilful or reckless.

For this purpose of this exclusion, a Tenant is not deemed to have your consent merely as a result of occupying the Rental Property.

Diseases

We will not Cover you for loss, damage or liability arising from or in connection with, or involving the transmission of a disease, illness or sickness, where You knowingly spread the disease or fail to take due care after You become aware of the disease, illness or sickness.

Earth movement

We will not Cover you for loss, damage or liability caused by or arising out of erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement other than in connection with an Insured Event.

General Exclusions (continued)

Electronic information

We will not Cover you for loss, damage or liability arising from or in connection with repairing, replacing or rectifying corrupted, lost, stolen or damaged electronic information however kept or stored.

Hydrostatic water pressure

We will not Cover you for loss, damage or liability caused by lowering or raising of the water table or hydrostatic water pressure.

Loss of value

We will not Cover you for loss, damage or liability for any:

- loss of value to your Insured Property as a result of an Insured Event, or a result of repairs being performed, other than as specifically provided for in this PDS
- loss of sentimental value of any item.

Other entities not named

We will not Cover you for loss, damage or liability arising from or in connection with, or involving people or entities not named as the Insured under this Policy, for example a body corporate or other unit owners

Outside the term of insurance

We will not Cover you for loss, damage or liability that occurs outside the term shown on your Certificate of Insurance.

Overhead transmission/distribution lines

We will not Cover you for loss, damage or liability that occurs as the result, or indirect result of overhead transmission/distribution lines and their supporting structures.

Persons living with You

We will not Cover you for loss, damage or liability arising from or in connection with, or involving death or bodily injury to You, your Family or any person who permanently lives with You.

Power surge

We will not Cover you for loss, damage or liability caused by power surge other than damage directly caused by lightning.

Property not owned by You

We will not Cover you for loss, damage or liability arising from or in connection with property not owned by You.

Property owned by You or property in your physical or legal control

We will not Cover you for loss, damage or liability arising from or in connection with, or involving:

- loss or damage to property owned by You, your Family or any person who permanently lives with You at your home, unless specifically stated elsewhere in this PDS
- loss or damage to property owned by someone else and in the physical or legal control or custody of You, your Family or any person who permanently lives with You at your home, unless specifically stated elsewhere in this PDS.

Radioactive contamination

We will not Cover you for loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Reconstructed or renovated

We will not Cover you for loss, damage or liability caused by or arising from Burglary, theft, attempted theft, Storm and rainwater runoff or Malicious damage if the Rental Property is being reconstructed or renovated and the reconstruction or renovation involves the removal of or interference with all or part of the roof or an external wall.

General Exclusions (continued)

Seepage

We will not Cover you for loss, damage or liability caused by seepage, directly or indirectly by any substance (other than water) no matter how caused other than in connection with an Insured Event.

Shared accommodation

We will not Cover you for any loss, damage or liability if the Rental Property is used for share accommodation or an arrangement in which rooms or spaces are let to separate Tenants and/or more than one Lease Agreement exists for your Rental Property at the same time, such as but not limited to a boarding house, student accommodation or share house.

Terrorism - pollution, contamination or explosion

We will not Cover you for loss, damage or liability arising from acts of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- biological contamination, explosion or pollution
- chemical contamination, explosion or pollution
- nuclear contamination, explosion or pollution
- radioactive contamination, explosion or pollution.

Transport

We will not Cover you for loss, damage or liability arising from or in connection with, or involving the use or ownership of motor vehicles including, but not limited to, motor bikes, trail bikes, mini bikes, motorised go-karts, motorised golf carts, motorised scooters, aircraft, watercraft, caravans, trailers or mobile homes.

Unoccupied Rental Property

We will not Cover you for loss, damage or liability caused by or arising from theft or malicious damage if the Rental Property has been unoccupied for more than 90 consecutive days and remains unoccupied at the time of the theft or the malicious damage. You will not be covered for theft or malicious damage until it is occupied again.

Vermin and other animals

We will not Cover you for loss, damage or liability caused by vermin (such as rats, rabbits and mice), insects, reptiles' birds or termites at the Rental Property except to the extent they give rise to fire damage.

War

We will not Cover you for loss, damage or liability caused by (either directly or indirectly) war, other acts of foreign enemy, a civil commotion, mutiny including an uprising or revolution (whether war is declared or not). We will also not cover riot, looting or civil commotion following these incidents.

Wear, tear or deterioration over a period of time

We will not Cover you for loss, damage or liability caused by wear, tear or deterioration over a period of time, mould, mildew, action of light, atmospheric or climatic conditions, rust, corrosion, wet or dry rot other than in connection with an Insured Event.

Claim Information

When You wish to make a claim under this policy:

You must follow the steps outlined on pages 54-55 and:

- Do everything reasonable to prevent or limit further loss or damage
- If applicable, report any theft, burglary or malicious damage to the police.

You must not:

- Carry out or authorise repairs yourself, unless there is a hazard or security issue
- Dispose of any damaged property
- Admit liability or guilt or negotiate to settle any claim with anyone else, including the insurer of any other party involved in the incident
- Make a false or fraudulent claim.

We cannot process a claim unless we obtain all information that we reasonably require to process the claim, including information from a Tenant or delegated authority.

Contribution

In addition to any applicable Excess, You may be required to contribute an extra cost if You want the Insured Property repaired or replaced to a better standard, specification or quality. If your Insured Property is totally destroyed by an Insured Event and You want to rebuild it on another site and we agree to this, You must pay any extra costs in doing this. We will notify You of any requirement to make a contribution prior to settlement of the claim and advise You how it must be paid.

Demolition

We will only pay the demolition value of the building, if prior to the loss or damage, the Building was intended to be demolished or is subject to a demolition order.

Depreciation

If You do not want the certain Insured Property repaired or replaced then we will only pay You the depreciated value of the relevant item. Depreciated value is the as new replacement or repair cost less an amount for age, wear and tear.

Goods and Services Tax (Government charge)

All amounts insured shown on your Certificate of Insurance include Goods and Services Tax (GST). If You make a claim You must tell us of any entitlements You may have to input tax credits on this Policy. We will not cover any GST, fine, penalty or charge if You provide incorrect information to us. If You are or would be entitled to claim any input tax credits for the repair or replacement of insured property, we will reduce any settlement offer by the amount of that input tax credit.

Legal rights

We have full discretion in the conduct, defence or settlement of any claim and to take any action in your name to recover any money paid by us. You must seek our consent before You can agree to settle, compromise your claim or make any admission of liability or payment for loss or damage to any third party in respect of your claim. If You do not seek our consent, subject to the law we may reduce or refuse to pay your claim.

Matching materials

We do not cover the cost of replacing undamaged parts of Insured Property to create a uniform appearance other than the repair or replacement of paint, wallpaper, internal blinds, carpets or permanently fixed floor coverings in the room, hallway or passageway where the damage occurred.

Pay for other benefits

If You are entitled to any Additional benefits in connection with your claim these will form part your settlement.

Pairs or sets

If the Insured Property consists of a pair or set we only pay for the repair or replacement of the part lost, damaged or stolen. If we cannot repair or replace the part, we will pay the replacement value for that part only. We will not pay for any decrease in the value of the pair or set.

Salvage

If we replace or pay the cost of replacement of your Insured Property, the replaced item belongs to us.

Claim Information (continued)

Total loss

When a Total loss payment has been made, cover on your Insured Property is cancelled with no refund of Premium. We will deduct any outstanding Premium for the term of the insurance from the settlement amount.

Withdrawing your claim / Refusal to accept your claim

If You withdraw your claim or we refuse to accept it, You may have to pay any costs You have incurred as a result of the Insured Event or Incident. In addition You will be required to reimburse us for any costs we have paid in advance or the costs of any investigation of the claim if it was required. This includes but is not limited to any cost incurred for the investigation of your claim. Also, if we accept your claim by mistake, You will be required to reimburse us for any amounts we have paid in relation to the claim.

Making a claim

This is a guide on how to make a claim under your Policy and important things we take into consideration when assessing how to pay for your claim.

Step 1 - Lodging your claim:

Contact us Monday-Friday 8:30am-5:00pm via phone on **8202 4575**.

When You make a claim we will:

- ask You to provide relevant information to support your claim to establish that an Incident has occurred, including asking You to:
 - establish proof of ownership by giving us details of when and where items were purchased and reasonable proof of ownership and reasonable proof of value
 - provide written statements or any correspondence regarding the claim including notice of any pending court proceedings or offers of settlement
 - meet with our investigators to be interviewed or provide access to relevant documents
- tell You if an Excess is applicable and how to pay it.
- provide You with a claim Number
- provide You with next step information.

To enable us to follow this process, You must:

- cooperate with the RAA Insurance and our representatives including our investigators and loss adjusters
- assist us with your claim and/or comply with any condition of this Policy, including if required to attend court to give evidence.

Making a claim (continued)

Step 2 - Assessing your claim:

When assessing your claim, we consider and determine the following:

- Does your Policy cover the loss, damage or theft?
- Has the damage occurred as described and consistent with the Insured Event and/or Incident?
- Is your claim affected by: Any Specific Limits, exclusions and conditions applicable to the Policy.

Step 3 – Settling your claim:

To settle your claim we will decide to either:

Building:

- Repair or pay You what it will cost us to repair the damaged parts of the Building with new materials which are available in Australia and are the nearest equivalent materials at the date of loss or,
- Replace or pay You what it will cost us to replace the damaged parts of the Building to as new condition (we may obtain the item from our supplier).

Rental Furnishings:

- Repair or pay You what it will cost us to repair the item to as new condition or,
- Replace or pay You what it will cost us to replace the item with a new item which is available in Australia and is the nearest equivalent item at the date of loss (we may obtain the item from our supplier).

Whichever is the lesser

You are required to:

- Pay any Excess or other contribution that applies
- If applicable, assist with any recovery action

If multiple Insured Events occur as part of the same Incident we will only accept a claim for the primary Insured Event as reasonably determined by us and You cannot make separate claims for each Insured Event.

Claims - Common Questions

Will your Premium go up on renewal because You made a claim?

Your Premium will not be affected by any claim.

Will we cancel your Policy if You make too many claims?

We may decline to renew your Policy depending on the number and type of claims You make. We cannot cancel your Policy during the term, unless your Insured Property is a Total Loss or one of the circumstances set out in page 12 applies.

Claims – Examples of how your claim is paid

Following are some examples of how we calculate claim payments. These examples do not form part of your Policy terms and conditions and are intended as a guide only as not all scenarios are covered.

Example 1 – Total loss of Building and Rental Furnishings due to fire

Your Building and Rental Furnishings have been damaged by fire and consequently assessed and deemed a Total Loss. Your Certificate of Insurance shows the Sum Insured for the Building as \$350,000 and Rental Furnishings as \$80,000. The Basic Excess on your policy is \$300.

What we pay		Information
Building Sum Insured	\$350,000*	As your Building is a Total Loss and You do not wish to re-build at the same address, RAA pay You up to the Sum Insured.
Rental Furnishings Sum Insured	\$80,000*	As all your Rental Furnishings have been destroyed, RAA pay You up to the Sum Insured.
Less Excess	-\$300	Your Basic Excess is \$300 as the loss was caused by one Incident, therefore only one Excess applies.
Total claim		\$429,700

See 'Claims Information' on pages 51-53 for details.

Example 2 – (Permanent Rental only) Rent default and malicious damage by Tenant

You have evicted your Tenant by court order due to your Tenant not paying You rent for 12 weeks and they have deliberately kicked holes in the interior walls of multiple rooms in your Building causing \$20,000 damage. The weekly rent was \$250 and the Bond money held was \$1,000. Your Certificate of Insurance shows the Sum Insured for your Building as \$250,000. The Tenant Default Excess on your policy is \$0. The Excess for Tenant Damage is \$300.

What we pay		Information
Rent default	\$3,000	12 weeks in rent default \$250 per week equals \$3,000.
Less Bond	-\$200	Under the Loss of Rent – Tenant Default benefit, the claim will be reduced by the balance, if any, of any Bond remaining after deduction of any re-letting costs that You are legally entitled to collect from the Tenant's Bond. In this instance \$1000 minus re-letting cost of \$800 = \$200 Bond money which is deducted from the rent owned by your Tenant.
Tenant malicious damage repair cost	\$20,000	RAA pay this amount directly to the builder(s) responsible for undertaking the repairs to your Building.
Less Excess	-\$300	Your Excess is \$300 as the loss is Tenant Damage.
Total claim		\$22,500

See 'Claims Information' on pages 51-53 for details.

^{*} For the purpose of calculating the payment amount for a Total Loss claim, we increase the Sum insured for Building and Rental Furnishings to take into account increase in costs since the starting date of the term of insurance.

Claims – Examples of how your claim is paid (continued)

Example 3 – Theft of Rental Furnishings (non-Tenant related)

Your Building was broken into by someone other than your Tenant or Guest of your Tenant and some Rental Furnishings were stolen. The replacement cost of the stolen furnishings based on quotes You got and assessment by RAA was \$5,000. Your Certificate of Insurance shows the Sum Insured for your Rental Furnishings as \$60,000. The Basic Excess on your policy is \$100.

What we pay		Information
Replacement cost of stolen Rental Furnishings	\$5,000	Paid to the suppliers who provide the replacement items to You.
Less Excess	-\$100	Your Basic Excess is \$100 for Rental Furnishings.
Total claim		\$4.900

See 'Claims Information' on pages 51-53 for details.

Example 4 – Theft of Rental Furnishings (by Tenant)

Rental Furnishings have been stolen by your Tenant. The replacement cost of the stolen furnishings based on quotes You got and assessment by RAA was \$5,000. Your Certificate of Insurance shows the Sum Insured for your Rental Furnishings as \$60,000. The Excess for Tenant Theft/Burglary is \$300.

What we pay		Information
Replacement cost of stolen Rental Furnishings	\$5,000	Paid to the suppliers who provide the replacement items to You.
Less Excess	-\$300	Your Excess is \$300 as the loss is as a result of Tenant Theft/ Burglary.
Total claim		\$4.700

See 'Claims Information' on pages 51-53 for details.

Example 5 – Storm damage to Building and Un-tenantable Rental Property benefit Short Stay (Holiday) Rental

Your Building has been damaged by storm. You have 4 bookings confirmed over the next 8 weeks which have been paid for in advance at a rate of \$400 per night. The first booking was due to commence in 2 days. The damage has resulted in the Rental Property being un-tenantable for 9 weeks; this results in all of the bookings requiring cancellation and refund.

- Booking 1: 5 days in week 1 \$2000 paid;
- Booking 2: 8 days in week 3 \$3200 paid
- Booking 3: 4 days in week 7 \$1600 paid
- Booking 4: 4 days in week 8 \$1600 paid

Your Certificate of Insurance shows the sum insured for the Building as \$360,000. The damage to the Rental Property has been assessed and the cost to repair the damage is \$12,500. The Basic Excess on your Policy is \$300.

What we pay		Information
Rent refund – booking 1	\$2,000	Under Un-tenantable Rental Property Short Stay (Holiday)
Rent refund – booking 2	\$3,200	Rental benefit if the Rental Property becomes unfit to live in as
Rent refund – booking 3	\$1,600	a result of loss or damage covered by an Insured Event and we have agreed to pay for the loss or
Rent refund – booking 4	\$1,600	damage we will cover the Rent loss or any confirmed bookings for the term the property remains unfit to live in*.
Repair cost (storm damage)	\$12,500	RAA pay this amount directly to the builder(s) responsible for undertaking the repairs to your Building.
Less Excess	-\$300	Your Basic Excess is \$300 as the loss was caused by one Incident, therefore only one Excess applies.
Total claim		\$20,600

See 'Claims Information' on pages 51-53 for details.

^{*}Limits apply for the term claimable under this benefit. See 'Un-tenantable Rental Property Short Stay (Holiday) Rental benefit' on page 31 for details.

Claims – Examples of how your claim is paid (continued)

Example 6 – (Permanent Rental only) Rent default – No valid Lease Agreement

You have evicted your Tenant due to your Tenant not paying You rent for 12 weeks. The weekly rent was \$250 and the Bond money held was \$1,000. Your Certificate of Insurance shows the Sum Insured for your Building as \$250,000. The Tenant Default Excess on your policy is \$0. You only have a verbal arrangement with the Tenant and You do not currently have a formal Lease Agreement in place.

What we pay		Information	
Rent default	\$0	As You have no valid Lease Agreement in place we will not cover You for loss of rent.	
Total claim			\$0

Refer to page 28 Loss of Rent – Tenant Default for details.

Glossary

Accidental loss or damage means loss or damage as a result of an Incident and which occurs without intent.

Actions of the sea means any water from the sea or ocean except that is caused by storm surge or tsunami.

As new means new for old regardless of age:

- of the same standard or specification or reasonably similar standard or specification as it was when new, or
- replacing or supplying items or materials of the same, or reasonably similar standard or quality that are available within Australia at the time of repair or replacement

But

not more extensive than it was when new.

Bond means the amount of money paid by the Tenant and held as deposit against any damage or unpaid Rent, either by way of a guarantee, trust or monies paid.

Building has the definition provided as on pages 21-22.

Business activity means a business, trade, profession, occupation or any income-earning activity.

Certificate of Insurance means the latest Certificate of Insurance we have given You. It sets out your details, the insurance covers You have chosen and any special conditions, which to understand the full extent of cover must be read together with the PDS and the terms and conditions of the direct debit authority You give us for the payment of your Premium.

Co-Insured means any person who jointly holds the Policy with You, as detailed on your Certificate of Insurance.

Compensation means money You are legally liable to pay as a result of:

- a judgement made against You by a court of law
- a settlement negotiated by us or with our consent.

Compensation does not include:

• fines, penalties, punitive, aggravated or exemplary damages.

Consequential loss means indirect loss i.e. not directly caused by loss, theft or damage to property, but arising as a result of such loss, theft or damage.

Glossary (continued)

Cost means:

- for repairs what it costs us to repair, or
- for replacement the retail price of the item as if it were new at the time of the loss or damage, less any discount available to us.

Cover you means to put You back into (so far as possible) the same financial position that You were in prior to the loss, without due allowance for wear and tear and depreciation.

Dangerous Dogs means dogs for which a relevant authority has made a control order (or equivalent).

Domestic Pet means various animals (including but not limited to cats and dogs) domesticated or tamed which live in a property as a human companion.

Excess means the amount You have to contribute towards each claim we accept.

Family means the following people who reside in your residential home:

- your spouse (legal or de facto)
- your and/or your spouse's children, parents, grandparents, grandchildren, brothers and sisters.

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

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
- any reservoir, canal or dam.

Flood excludes water from actions of the sea, except caused by:

- a storm surge if it occurs at the same time your Insured Property is damaged by a storm; or
- a tsunami.

Flood also excludes a mixture of water from actions of the sea and water from any other source.

Guest means a person who, visits, uses or attends at the Rental Property with consent of either the Insured or a Tenant, as the case may be.

Incident means an event or occurrence arising out of one action that gives rise to a right to claim under the Policy and includes an Insured Event.

In the Building means in an entirely roofed, entirely walled and lockable building.

In the open air means:

- in the open air at the Building
- in or under any part of the Building which is not fully enclosed by walls and a roof, such as under a carport, veranda, pergola and the like, and in or on any vehicle (whether locked or not), within the domestic boundaries of the land on which your Building stands at the address shown on your Certificate of Insurance.

Insured means the interested party who takes out the Policy and who has an economic interest in the Insured Property and who is named on the Certificate of Insurance.

Insured Event means any of the events set out on pages 32-39.

Insured Property means Building, Rental Furnishings or Building and Rental Furnishings as set out on your Certificate of Insurance.

Landlord (Permanent Rental) means a Building that is occupied as primary residence by a Tenant, or is otherwise rented out on a continuous basis to the same Tenant.

Lease or Lease Agreement means the valid contract for Landlord (Permanent Rental) that contains the terms of which the property is let by the Insured to the Tenant in accordance with the relevant legislation. This includes fixed-term tenancies, periodic tenancies and continuations of existing leases (lease renewals) but not subleases.

Legal costs means the expenses incurred from legal representation, which have been previously agreed to by us expressly and are for the purposes of reducing our liability.

Occupied means a person is living in the Rental Property (living means a person eats, sleeps and inhabits the Rental Property), and the Rental Property is connected to electrical power.

PDS means this Product Disclosure Statement.

Power surge means an unexpected increased electrical current and/or voltage. This does include lightning.

Glossary (continued)

Premium means as described on page 10.

Property manager means the licensed real estate agent or property representative You have engaged to manage your property.

RAA Group means Royal Automobile Association of South Australia Incorporated ABN 71 092 383 894.

Rainwater runoff means rainwater rising, escaping, running or overflowing from roads, streets, pathways, road or street gutters.

Re-letting costs means expenses incurred for which the Tenant can be held liable under their Lease and under the relevant legislation. These costs include, but are not limited to:

- Cleaning (includes carpet cleaning);
- Garbage/Rubbish removal, weeding, lawn-mowing, General garden tidying; and
- Advertising costs for the purposes of re-letting; fees paid to and invoiced by your Property manager for re-letting and
- Minor fixes and or/repair work which are not covered by your Policy or any other insurance cover.

Rent means the rent that applies under the Lease Agreement at the time of damage or loss.

Rental Furnishings has the definition provided as on page 23.

Rental Property means the property address shown on your Certificate of Insurance that is either owned by You (and a Co-Insured) or for which You are entitled to receive Rent under a Lease Agreement.

Rental terms / agreement means the agreement made between You and your Tenant for the purposes of a Short Stay (Holiday) Rental and which outline the terms of the stay, including but not limited to duration of stay, deposit amount, rental amount, number of persons permitted.

Road vehicle means a vehicle that is registered and can be legally driven on a public road.

Room means an area separated by walls, opening, doorway or archway. This definition extends to changes in floor or wall coverings.

Set means a group of similar or complementary items that belong together.

Short Stay (Holiday) Rental means a Rental Property which is rented on a short term basis, being less than 12 continuous weeks in duration (eg a bed and breakfast, holiday house or Air BnB).

Specific Limits means specific limits on the various elements of cover provided under the Policy (refer pages 26-39).

Sporting Equipment means non-powered equipment used for recreational or leisure activities. This does not mean sporting equipment used as a tool of trade or for reward or compensation for recreational or leisure activities.

Storm means a violent disturbance of the atmosphere, including strong winds. It may be accompanied by lightning, rain, hail or snow.

Storm surge means an increase in the level of the sea caused by a storm or cyclone.

Sum Insured means the maximum amount You can claim under the Policy and is shown on your Certificate of Insurance or stated in this PDS.

Tenant means the person(s) named on the Lease Agreement (or rental agreement for Short Stay (Holiday) Rental and any person(s) who live(s) with such person(s) on a permanent basis who are not named on the Lease Agreement, including the Tenant's Family.

Tenant death means the death of a Tenant who is named as the sole Tenant on the Lease Agreement.

Tenant Default means the Tenant fails to pay Rent under the Lease Agreement when the Rent is due.

Tenant Hardship means the Tenant will suffer undue or unjust financial hardship by the continuation of the Lease.

Tenant's family means the Tenant's spouse (legal or de facto), the Tenant or Tenants spouse's children, parents, grandparents, grandchildren, brothers and sisters.

Tenantable means the property could be re-let in the current condition without adversely affecting the Rent.

Glossary (continued)

Total loss means your Insured Property are damaged and the repair or replacement cost exceeds the Sum Insured as shown on your Certificate of Insurance.

Tsunami means a tidal wave caused by an undersea earthquake or volcanic eruption.

Unit means a home unit, flat, villa or town house subdivided under state or territory strata title, unit title legislation or other similar law.

Un-tenantable means You or your Property Manager could not reasonably re-let or attempt to re-let the property until the loss or damage claim accepted by us under this policy has been either replaced, repaired or settled. This does not include periods in which routine maintenance or improvements are being made to the property.

Unoccupied means that no person is living in the Rental Property (living means a person eats, sleeps and inhabits the Rental Property) or the Rental property is not connected to electrical power.

Violent and forcible entry means unlawful entry into your Building including unlawful use of keys or lock picking. It does not mean opening an unlocked door or window.

Watercraft means a vessel designed for use on or in water.

Waiting Period means the period of time specified in this PDS that You must wait until cover under the Policy commences for certain specified Insured Events.

We, our, us, RAA means RAA Insurance Limited (Incorporated in South Australia) ABN 14 007 872 602 trading as RAA Insurance

You, your means the person, persons, company or companies shown as the Insured or Co-Insured on the Certificate of Insurance.

Membership Terms and Conditions

By holding an insurance Policy with RAA Insurance you are automatically entitled to become a member of RAA Group. Below are the terms and conditions that relate to your membership.

- a. By purchasing this Policy, you agree to become a member of RAA Group and to be bound by the Constitution of RAA Group (available at raa.com.au).
- You authorise any officer of RAA Group to execute any document on your behalf necessary or desirable to facilitate you becoming a member of RAA Group.
- c. You acknowledge that if you cease to be a member of RAA Group, RAA Insurance may terminate this Policy in accordance with clause 31 of the Constitution.
- d. If you cease to hold a relevant RAA Insurance Policy that qualifies you to remain a member of RAA Group and otherwise, do not qualify to be a member of RAA Group, pursuant to the Constitution of RAA Group or the regulations made under that Constitution, you irrevocably agree to immediately resign as a member of RAA Group and acknowledge that you cease to be entitled to any rights and privileges associated with that membership.
- e. In the event of the circumstances set out in paragraph (d) above, and in order to secure RAA Group's rights under paragraph (d) in consideration for RAA admitting you as a member, you irrevocably authorise any officer of RAA Group to execute on your behalf any document necessary or desirable to effect your resignation as a member of RAA Group, including giving a notice of resignation under clause 6.2 of the Constitution of RAA Group.

Notes

Visit a local

raa.com.au > 8202 4567

Metropolitan shops

Adelaide

41 Hindmarsh Square

Colonnades

Shop 169,

Centro Colonnades

Elizabeth

Shop 147.

Elizabeth Shopping Centre

Marion

Shop 2042, Westfield Marion

Mile End

101 Richmond Road

Modbury

33 Smart Road

West Lakes

Shop 31, Westfield West Lakes



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Country shops

Broken Hill

320 Argent Street

Clare

280 Main North Road

Kadina

62 Graves Street

Mount Barker

2 Victoria Crescent Mount Barker Village Shopping Centre

Mount Gambier

55 Commercial Street West

Murray Bridge

19 Bridge Street

Port Augusta

7 Caroona Road

Port Lincoln

2 Liverpool Street

Renmark

49 Renmark Avenue

Victor Harbor

66 Ocean Street

Whyalla

85 McDouall Stuart Avenue

