



# Landlord and Short Stay Insurance

Product Disclosure Statement



# **We are here to help**

To get a quote or to make a change to Your Policy,  
call **8202 4567** or free call from the country  
on **1300 884 567**.

**Claims 8202 4575**

**Fraud Hotline 8202 4780**

# About this PDS

This Product Disclosure Statement (**PDS**) contains important information to give You a better understanding of Landlord and Short Stay Insurance. This is to be read together with Your Certificate of Insurance to ensure the product You are buying is right 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**).

It is important to know that We may make changes to the PDS that do not negatively affect Your Policy without telling You. If needed, We will issue a supplementary or replacement PDS. If You would like to be updated of any changes to this PDS, You can request a free copy of Our PDS by calling Us on 8202 4567 or You can obtain a PDS online by visiting [raa.com.au](http://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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All capitalised terms used throughout this PDS are defined in the **Glossary** on page 69.

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## Customer care

### General Insurance Code of Practice

RAA Insurance is committed to following 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.

For more information on The Code, contact the Insurance Council of Australia at [insurancecouncil.com.au](http://insurancecouncil.com.au) or by calling 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 manage Your 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, 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 provide correct 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

## **Customer care (continued)**

RAA Group) or service providers, and how We will handle such a complaint.

If You provide Us the personal information of another person, We will assume You have the appropriate consent or authorisation to give this information to Us.

By providing personal information, You, and any other person You give 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.

You can get information about the FCS from the Australian Prudential Regulation Authority (**APRA**) at [apra.gov.au](http://apra.gov.au) or by calling **1300 558 849**.

## Customer care (continued)

### How to resolve a complaint or dispute

We want You to be happy 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 love to hear from You.

To make a complaint please call 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. You can also make a complaint at one of Our shops or by writing to us at **membersupport@raa.com.au** or 101 Richmond Road, Mile End, SA 5031.

Your complaint will be handled by a person with appropriate authority, knowledge and expertise. We will tell You the name and the contact details of the person assigned to liaise with You about Your complaint.

We will keep You informed about the progress of Your complaint at least every 10 Business Days, unless it is resolved earlier, or You agree to a different timeframe.

If Your complaint cannot be resolved directly with Us or remains unresolved 30 days from when You first lodged the complaint, We will tell You the reasons for the delay and the contact details for the Australian Financial Complaints Authority (**AFCA**). You can seek an external review by contacting AFCA. Before a complaint is investigated by AFCA, they will ask that You first talk to Us, so that We will have an opportunity to resolve the matter.

AFCA is a free service and is an independent and impartial body. You can contact AFCA at:

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

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

**Phone:** 1800 931 678

**Fax:** 03 9613 6399

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

Further information about Our processes for handling complaints is available at **raa.com.au**



## **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.

When You receive an insurance renewal, We will ask You if any of the information You have previously provided for Your Policy has changed. You must tell Us about any change to this information or tell Us that there is no change.

You have this duty until We agree to insure You or renew, extend, vary, or reinstate Your Policy.

You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is common knowledge;
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

### **If You do not tell Us something**

If You do not tell Us something 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**

It's Your responsibility to give Us the correct information.

Please check any Certificate of Insurance We send You to make sure the information You have given Us is correct.

You must answer the questions We ask about You, Your Rental Property, each Co-Insured or Tenant(s) 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.

When You make a claim, We may ask You questions if We need more information. This information helps Us determine whether You have a valid claim.

## **Important things You should know (cont.)**

### **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 may make changes to the Policy, but they are not allowed to remove the other Co-Insured(s) from the Policy without consent of the other Co-Insured(s). If You seek to cancel or make changes to a Policy, We may consult with any other Co-Insured but We are not obliged to.

### **Delegated Authority**

A Delegated Authority is someone who is appointed by You to act on Your behalf. Delegated Authorities are authorised to enquire about and make adjustments to a Policy and to lodge and manage claim(s) on behalf of You. **Delegated Authorities are not permitted to initiate or cancel a Policy.** Delegated Authorities can only be appointed by written or verbal authority of the Insured, and the authority will continue until a written or verbal request is made to remove the authority.

### **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 address of the Rental Property;
- 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 Rental Property;
- 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, any Co-Insured or Occupier (including any new offences, charges or convictions);

## **Important things You should know (cont.)**

- condition of the Rental Property including any existing or subsequent damage or loss;
- claims history relating to You and any Co-Insured (including where any subsequent claims are denied under a different policy); and/or
- the Lease Agreement including termination, assignment, renewal or expiry.

If a change to any of these factors occurs:

- You may need to make a change to Your Policy;
- You may need to pay an additional Premium;
- We may cancel Your Policy; and/or
- 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 for 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 telling Us and requesting cancellation. If You cancel 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 tell 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 start on the Inception Date and continue for a term of 12 months at Your election. The Inception Date and Expiry Date are shown on Your Certificate of Insurance. Before Your Policy expires, We will send You information about the next term of insurance.

## **Important things You should know (cont.)**

### **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 from the Inception Date shown on Your Certificate of Insurance.

### **Insured Property**

Your Policy will apply to:

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

This will be set out on Your Certificate of Insurance.

A description of what is included and excluded in the definitions of Building or Rental Furnishings is set out on pages 23–27.

### **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 Insured Events, Legal Liability, Additional Benefits and Rental Property benefits. There are specific exclusions set out in the descriptions of each element of the Policy, which are additional to the General Exclusions of the Policy (see pages 48–55). Depending on Your circumstances, there may also be some specific variations/exclusions or additional Excess requirements set out on Your Certificate of Insurance. Carefully read the details listed on Your Certificate of Insurance to make sure You are comfortable with the information You have provided, together with any variations/exclusions or additional Excess requirements.

### **What is not covered by my Policy?**

There are certain Incidents that are not covered by Your Policy. These are:

- excluded from the definitions of Building and Rental Furnishings;
- excluded from the definitions of Insured Events, Legal Liability, Additional Benefits, Rental Property benefits in the relevant section of this PDS; or
- set out in the section, General Exclusions, on pages 48–55.

## **Important things You should know (cont.)**

### **What is the cost to me?**

When You take out the Policy, You will need to pay the Premium.

The amount of the Premium will depend on a number of factors including, for example, details of Your Insured Property. This is described further on page 11.

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 15–17.

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 processing the claim. This is described further on page 58.

### **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 there is any Business Activity or purpose other than Permanent Rental or Short Stay (Holiday) Rental conducted At the Rental Property You must disclose this information to Us as We may not offer a Policy to cover this, or additional conditions may apply to Your Policy (for example, exclusions or additional Excess requirements). This includes situations 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 a Business Activity.

If We agree the Business Activity At the Rental Property is acceptable, it will be noted on Your Certificate of Insurance and this may affect Your Premium.

### **Sum Insured**

The Policy will Cover You for damage or loss to the Insured Property for an amount up to the Sum Insured stated on Your Certificate of Insurance.

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.

## **Important things You should know (cont.)**

Our Sum Insured valuation calculator tool on Our website [raa.com.au](http://raa.com.au) may assist You with calculating Your Sum Insured. This calculator is to be used as a guide only, it does 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 section on pages 56-58.

### **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.

## **Important things You should know (cont.)**

### **Waiting Period**

A Waiting Period may apply in relation to certain types of Insured Events. If a Waiting Period applies to an Insured Event You cannot make a claim for loss or damage You have suffered in connection with that Insured Event if it occurred during the Waiting Period. Where a Waiting Period applies it is specified in the description of the Insured Event (on pages 35–43).

The Waiting Periods will not apply If Your Policy commenced immediately after:

- the expiry of another Policy that insured the same Insured Property, (regardless of the occupancy type); or
- your purchase of the Insured Property.

### **Credit provider's rights**

If We decide to pay cash for 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.

### **Defined Terms**

All capitalised terms used throughout this PDS have the definition as set out in the Glossary on page 69.

### **We are here to help**

If You have any questions, give Us a call on **8202 4567**.

# About the Premium

## Premium

The Premium is the amount You pay for the Policy. All Premiums include any compulsory government statutory charges, levies, duties and taxes where applicable. A minimum Premium applies for every Policy. The information You give Us may affect how the risk is assessed, and therefore the amount of the Premium payable. Check Your Certificate of Insurance to make sure all information is true and correct. If the information is not true and correct, call Us immediately on **8202 4567**.

## How We calculate the Premium for insurance

The base Premium that You pay for Your Policy will depend on the following factors (among others):

<b>Premium Factor</b>	<b>Possible Impact</b>
<b>Sum Insured</b>	A higher Sum Insured will normally attract a higher Premium.
<b>Discounts</b>	You may qualify for one or more of the discounts offered by Us.
<b>Construction materials used for Your Building</b>	Properties made of materials of varying costs and durability may attract different Premiums.
<b>Amount of Basic Excess selected</b>	Your Premium may be affected by the amount of Basic Excess selected.
<b>Location of Your Rental Property</b>	The location of Your Rental Property may affect Your Premium (e.g. a high bushfire or Flood zone).
<b>Management of Your Rental Property</b>	The way in which Your Rental Property is managed may attract different Premiums.
<b>Occupancy of Your Rental Property</b>	The occupancy status or periods of occupancy of Your Rental Property may attract different Premiums.
<b>Rental amount</b>	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; and
- the cost of running Our business.

### **Payment of Premium**

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

#### **Upfront payment:**

You must pay Your Premium in full by the due date shown on Your Certificate of Insurance. If You do not pay the Premium by the due date, We may cancel the Policy by written notice to You.

#### **Pay by instalments:**

If You have a 12 month Policy term 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 on 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 our Direct Debit Request Service Agreement is available from [raa.com.au](http://raa.com.au)

## **Alteration or cancellation of Your Policy**

### **Altering Your Policy**

You may ask Us to change 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 \$20 or more.

### **Cooling-off**

You can cancel Your Policy during the Cooling-off Period provided You have not made a Claim. If You cancel Your Policy during the Cooling-off Period, We will cancel the Policy on the date You tell us that You are Cooling-off We will refund all Premium paid by You, however We will not Cover You under this Policy.

### **If You cancel Your Policy**

You can cancel Your Policy at any time after the Cooling-off Period.

If You cancel Your Policy after the Cooling-off Period, the cancellation takes effect on the date You tell Us or any future date You give Us. We will continue to Cover You under this Policy until the effective date of Your cancellation. If You have paid Your Premium up front, We will refund any Premium applicable to the term following cancellation, as long as it is \$20 or more. If You have been paying by instalments, We will cancel any further direct debits, but We will not refund Your Premium.

## **Alteration or cancellation of Your Policy** (continued)

### **If We cancel Your Policy**

We may cancel Your Policy at any time by written notice to You as permitted by law or this PDS, including where You fail to make payments, or fail to disclose important information to Us. We will continue to Cover You under this Policy until the date of cancellation notified to You.

If You have paid Your Premium up front, We will refund any Premium applicable to the term following cancellation, as long as it is \$20 or more. If You have been paying by instalments, We will cancel any further direct debits, but We will not refund any Premium paid.

### **If Your Policy is void**

If You or any Co-Insured or anyone acting on Your or 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*. If We void the Policy, We will refund any Premium paid in respect of the Policy and We will not Cover You under this 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 any claim. Unless otherwise specified in this PDS, the amount payable as Your Basic Excess will be the same for all claims as shown on Your Certificate of Insurance. We may increase Your Basic Excess on renewal of Your Policy. Any change will be stated on your renewal notice and as RAA provides flexible Excess options, You may change the amount of your Basic Excess by contacting RAA.

Your Basic Excess will be replaced by a Tenant Excess in the circumstances set out below.

### 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.

## **Excess (continued)**

### **Additional Excess**

#### **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 as 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 an individual risk review, or information relating to:

- Your Insured Property
- Your or a Co-Insured's claims history; and/or
- the Occupancy of the Rental Property.

A Non-removable Excess may apply on inception. It may also be added upon renewal of Your Policy to reflect any change to the above information.

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 for loss or damage that is caused by separate Incidents, You will need to make a claim for each Incident and pay the applicable Excess(es), even if they are connected in some way. For example, if a tree falls and breaks a window at Your Rental Property and later a thief uses that broken window to enter the Rental Property, you will need to make separate claims and pay separate Excesses for the broken window and stolen items.

In circumstances where an Incident results in multiple Insured Events You will need to pay only the higher of Your Basic Excess a Tenant Excess (or if applicable). In addition, You will need to pay any applicable Non-removable Excess. For example, If a car impacts Your Building and causes damage to the walls and subsequently catches on fire resulting in fire damage to both Your Building and Rental Furnishings, You will only need to make one claim and pay the Basic Excess.

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

## Excess (continued)

### 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 accepted. Where an Excess is payable, We will tell You 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 examples

Claim Type	Excess applicable	
<b>Example 1</b>		
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.
<b>Example 2</b>		
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.
<b>Example 3</b>		
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 is in addition to the Basic Excess.
<b>Example 4</b>		
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.

## Your Policy

Subject to the General Exclusions (see pages 48–55) and other terms and conditions set out in this PDS, under this Policy You can make claims for:

- Insured Events causing loss or damage to Your Insured Property (Insured Events);
- Legal Liability (Legal Liability Cover);
- Additional Benefits applicable to Your Insured Property (Additional Benefits); and
- Rental Property benefits (Rental Property benefits).

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*.

## Your Policy (continued)

### Summary of Rental Property benefits

The following table provides a summary of Rental Property benefits applicable to Your Insured Property. A more detailed explanation, including specific inclusions, exclusions and limits is set out on pages 28–34. General Exclusions also apply.

<b>Rental Property Benefit</b>	<b>Landlord (Permanent Rental)</b>	<b>Short Stay (Holiday) Rental</b>	<b>Limits (up to)</b>	<b>Page</b>
<b>Accidental Loss or Damage caused by a Tenant</b>	✓	✓	10% of the applicable Sum Insured	28
<b>Domestic Pet Damage</b>	✓	✓	\$3,000	29
<b>Loss of Rent prevention of access</b>	✓	✓	20 weeks' loss of Rent	29
<b>Loss of Rent (Tenant Default)</b>	✓		20 weeks' loss of Rent	31
<b>Loss of Rent (Tenant Hardship)</b>	✓		6 weeks' loss of Rent	32
<b>Malicious damage and intentional damage (by Tenant or Guest of Tenant)</b>	✓	✓	10% of the Sum Insured	30
<b>Replacement of locks and keys (Tenant Default)</b>	✓		\$500	32
<b>Tribunal fees and representation costs</b>	✓		\$500	33
<b>Un-tenantable Rental Property Benefit</b>	✓	✓	Maximum 52 weeks' loss of Rent*	33

\* NOTE: Rent is determined differently between Landlord (Permanent Rental) and Short Stay (Holiday) Rental. Please refer to pages 33 and 34 of this PDS.



## Your Policy (continued)

### Summary of Insured Events

The following table provides a summary of Insured Events applicable to Your Insured Property. A more detailed explanation, including specific inclusions, exclusions and limits is set out on pages 28–34.

General Exclusions also apply.

Insured Events	Insured Property		Limits (up to)	Page
	Building	Rental Furnishings		
1. Fire (including bushfire)	✓	✓	Applicable Sum Insured	35
2. Explosion	✓	✓	Applicable Sum Insured	35
3. Burglary, Theft or attempted Theft - by Tenant or Guest of Tenant	✓	✓	10% of the Sum Insured	36
4. Burglary, Theft or attempted Theft - by someone other than the Tenant or Guest of Tenant	✓	✓	Applicable Sum Insured	36
5. Lightning	✓	✓	Applicable Sum Insured	36
6. Earthquake or Tsunami	✓	✓	Applicable Sum Insured	37
7. Storm and Rainwater Runoff	✓	✓	Applicable Sum Insured	37

## Your Policy (continued)

Insured Events	Insured Property		Limits (up to)	Page
	Building	Rental Furnishings		
8. Bursting, leaking, discharging or overflowing of water or liquid	✓	✓	Applicable Sum Insured	39
9. Malicious damage and intentional damage (by vandals)	✓	✓	Applicable Sum Insured	40
10. Riot or civil commotion	✓	✓	Applicable Sum Insured	41
11. Impact	✓	✓	Applicable Sum Insured	41
12. Damage by an animal	✓	✓	Applicable Sum Insured	42
13. Flood	✓	✓	Applicable Sum Insured	43

## 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 44.

General Exclusions also apply.

<b>Legal Liability</b>	<b>Building</b>	<b>Rental Furnishings</b>	<b>Limits</b> (up to)	<b>Page</b>
Legal Liability	✓	✓	\$20,000,000 in total	44

### Summary of Additional Benefits

The following table provides a summary of Additional Benefits applicable to Your Insured Property. A more detailed explanation, including specific inclusions, exclusions and Specific Limits is set out on pages 48–55.

General Exclusions also apply.

<b>Additional Benefits</b>	<b>Building</b>	<b>Rental Furnishings</b>	<b>Limits</b> (up to)	<b>Page</b>
Accidental breakage of glass and sanitary fixtures	✓	✓	Applicable Sum Insured	45
Legal Costs	✓	✓	No limit but pre-approval required	46
Motor Burnout	✓	✓	Applicable Sum Insured	46
Removal of debris and rebuilding Costs	✓	✓	10% of the applicable Sum Insured	47
Replacement of locks	✓	✓	\$1,000	47

## What is insured as ‘Building’?

If ‘Building’ is shown 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 property boundaries on the land on which it stands at the address shown on Your Certificate of Insurance 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 and fixed solar battery storage systems;
- fixed external blinds, shade sails and awnings;
- fixed barbecues;
- 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;
- walls, fences and gates that You own or are responsible for; and
- rainwater tanks.

## **What is excluded from ‘Building’?**

Despite the inclusions listed above, We will not Cover You for loss or damage to any of the following items and 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;
- unfixing building materials and uninstalled fittings; and
- 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 insured as 'Rental Furnishings'?

If Rental Furnishings is shown 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 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;
- free standing barbeques;
- household electrical items, 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; and
- ride on mowers, lawn mowers and gardening equipment that do not require registration or compulsory insurance for the use of the Tenant.

## What is excluded from 'Rental Furnishings'?

Despite the inclusions listed above, We will not Cover You for loss or damage to any of the following items and 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, minibikes, quad bikes, trikes, motorised go-karts, motorised golf karts or motorised/mobility scooters or their spare parts and accessories of any of these. (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;
- unfixed 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;

## **What is excluded from ‘Rental Furnishings’? (cont.)**

- silver and gold, including silverware, silver plated or gold-plated items;
- tools, power tools or any tools of trade;
- food and drinks, including alcohol; and
- firearms and/or dangerous weapons
- any clothing or personal effects; and
- 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’**

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:

We will only Cover You for loss or damage to Your Rental Furnishings as a result of an Insured Event where the loss or damage is covered under a Rental Property benefit or Additional Benefit, subject to the following limits.

### **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 - General

Under this Policy We will make the Rental Property benefits listed below available when You make a claim which is covered by this Policy. The Rental Property benefits are subject to the General Exclusions (see pages 48–55) and other terms and conditions of this PDS.

Specific exclusions for each Additional Benefit are set out in this section.

### Accidental Loss or Damage by a Tenant

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**What We provide** Cover for 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.

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**Exclusions** This cover does not apply to 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; and/or
- caused by You, including as a result of neglect or improper upkeep.

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**Specific Limit** **10% of the Sum Insured for the relevant Insured Property for all claims during the term of Your Policy.**

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## Rental Property benefits - General (cont.)

### Domestic Pet Damage

<b>What We provide</b>	Cover for 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.
<b>Exclusions</b>	This cover does not apply to loss or damage caused by any other type of Domestic Pet.
<b>Specific Limit</b>	<b>\$3,000 for all claims during the term of Your Policy.</b>

### Loss of Rent due to prevention of access

<b>What We provide</b>	Cover for 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 <ul style="list-style-type: none"><li>• from the date access is restricted;</li><li>• until the earlier of the date when:<ul style="list-style-type: none"><li>– access is reinstated; or</li><li>– the Specific Limit is reached.</li></ul></li></ul>
<b>Exclusions</b>	This cover does not apply to loss of Rent: <ul style="list-style-type: none"><li>• if Your Rental Property is also damaged;</li><li>• if the damage to the neighbouring property is caused by You or Your Tenant;</li><li>• if the access to Your Rental Property was restricted whilst it was vacant ; and/or</li><li>• if You have already claimed under 'Un-tenantable Rental Property benefit' (refer pages 33–34) and the loss is due to an Insured Event.</li></ul>
<b>Specific Limit</b>	<b>An amount equal to 20 weeks' Rent for any one Incident.</b>

## Rental Property benefits - General (cont.)

### Malicious damage and intentional damage

(by Tenant or Guest of Tenant)

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<b>What We provide</b>	<p>Cover for loss or damage to Insured Property as a result of malicious damage and intentional damage caused by a Tenant or a Guest of a Tenant.</p> <p>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 or rental conditions.</p>
<b>Exclusions</b>	<p>This cover does not apply to:</p> <ul style="list-style-type: none"><li>• neglect by the Tenant(s) and improper upkeep of the Insured Property;</li><li>• the removal and disposal of any rubbish or items left At the Rental Property;</li><li>• 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 29;</li><li>• chips, scratches, dents or any superficial markings to the Insured Property;</li><li>• wear and tear, or damage caused over a period of time; and/or</li><li>• loss or damage caused by You.</li></ul>
<b>Specific Limit</b>	<p><b>10% of the Sum Insured for the relevant Insured Property.</b></p>

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## Rental Property benefits

### Landlord (Permanent Rental) only

If the Rental Property is Occupied as Landlord (Permanent Rental) only, as shown on Your Certificate of Insurance, We will make the benefits listed below available when You make a claim which is covered by this Policy. The Additional Benefits are subject to the General Exclusions (see pages 48–55) and other terms and conditions of this PDS.

Specific exclusions for each Additional Benefit are set out in this section.

#### Loss of Rent - Tenant Default

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**What We provide**

Cover for 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;
- Your Tenant stops paying Rent owed to You under the Lease Agreement;
- 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;
  - 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.

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## Rental Property benefits

### Landlord (Permanent Rental) only (cont.)

#### Loss of Rent - Tenant Default (continued)

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<b>Exclusions</b>	This cover does not apply to loss of Rent: <ul style="list-style-type: none"><li>• if there is no Lease Agreement in place; and</li><li>• 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.</li></ul>
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<b>Specific Limit</b>	<b>An amount equal to 20 weeks' Rent for any one Incident.</b>
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#### Loss of Rent - Tenant Hardship

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<b>What We provide</b>	Cover for 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.
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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;
- The Tenant's Lease Agreement expires; or
- The Specific Limit is reached.

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<b>Specific Limit</b>	<b>An amount equal to 6 weeks' Rent for any one Incident.</b>
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#### Replacement of locks and keys

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<b>What We provide</b>	Your out of pocket Cost 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' – pages 31–32 and the Tenant has not returned their set(s) of keys for the Rental Property.
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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.

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<b>Specific Limit</b>	<b>\$500 for any one Incident.</b>
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## Rental Property benefits

### Landlord (Permanent Rental) only (cont.)

#### Tribunal fees and representation costs

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**What We provide** Cover for 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.

---

**Exclusions** This does not apply to tribunal fees and representation costs:

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

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**Specific Limit** **\$500 for any one Incident.**

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#### Un-tenantable Rental Property benefit

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**What We provide** Cover for 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; or
  - the Specific Limit is reached.
- 

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

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**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.**

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## Rental Property benefits

### Short Stay (Holiday) Rental only

If the Rental Property is Occupied as Short Stay (Holiday) Rental, as shown on Your Certificate of Insurance, We will make the benefit listed below available when You make a claim which is covered by this Policy. This Additional Benefit is subject to the General Exclusions (see pages 48–55) and other terms and conditions of this PDS.

Specific exclusions for the Additional Benefit is set out in this section.

#### Un-tenantable Rental Property benefit

---

**What We provide**      Cover for 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 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 from the date it becomes unfit to live in until the earlier of the date that:

- it is no longer unfit to live in; or
- the Specific Limit is reached.

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**Specific Limit**      **Up to \$52,000 for anyone 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 64

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# Insured Event

Under this 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 48–55. Waiting Periods may also apply (see page 10).

## 1. Fire (including bushfire)

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<b>What We provide</b>	Cover for loss or damage to the Insured Property as a result of fire including bushfire.
<b>Exclusions</b>	This cover does not apply to loss or damage: <ul style="list-style-type: none"><li>• Caused by scorching or heat damage where there has been no ignition/flame;</li><li>• Caused by cigarettes/cigar marks or scorching;</li><li>• To floor coverings caused by an open fire, combustion heater, pot belly stove or stove; and/or</li><li>• For the cost of repairing an electrical breakdown or short-circuit (however We will pay for resulting fire damage).</li></ul>
<b>Specific Limit</b>	<b>48 hours after Inception Date of the Policy for loss or damage caused by bushfire.</b>

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## 2. Explosion

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<b>What We provide</b>	Cover for loss or damage to the Insured Property as a result of explosion.
<b>Exclusions</b>	This cover does not apply to loss or damage to the tank or container that exploded including gas cylinders and solar battery storage systems.

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## Insured Event (continued)

### 3. Burglary, Theft or attempted Theft - by a Tenant or Guest of the Tenant

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<b>What We provide</b>	Cover for loss or damage to Insured Property as a result of burglary, Theft or attempted Theft by a Tenant or Guest of the Tenant.
<b>Exclusions</b>	This does not apply to loss or damage caused by Theft or attempted Theft by You, Your Guest or any Co-Insured.
<b>Waiting Period</b>	<b>48 hours after the Inception Date of the Policy.</b>
<b>Specific Limit</b>	<b>10% of the Sum Insured for the relevant Insured Property for all claims made during the term of the Policy.</b>

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### 4. Burglary, Theft or attempted Theft – by someone other than the Tenant or Guest of the Tenant

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<b>What We provide</b>	Cover for 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.
<b>Exclusions</b>	This does not apply to loss or damage caused by Theft or attempted Theft: <ul style="list-style-type: none"><li>• by You, Your Guest or a Co-Insured;</li><li>• 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; and/or</li><li>• 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.</li></ul>
<b>Waiting Period</b>	<b>48 hours after the Inception Date of the Policy.</b>

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### 5. Lightning

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<b>What We provide</b>	Cover for loss or damage to the Insured Property as a result of lightning.
<b>Exclusions</b>	This cover does not apply to loss or damage where there is no evidence that lightning caused the loss or damage.

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## Insured Event (continued)

### 6. Earthquake or Tsunami

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**What We provide**      Cover for loss or damage to the Insured Property as a result of earthquake or Tsunami.

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**Waiting Period**      **48 hours after the Inception Date of the Policy.**

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### 7. Storm and Rainwater Runoff

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**What We provide**      Cover for loss or damage to the Insured Property as a result of Storm or Rainwater Runoff.

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**Exclusions**      This cover does not apply to loss or damage that you knew about or should have reasonably known about and did not fix before the loss or damage occurred and loss or damage:

- Caused by rain, hail or wind entering Your Rental Property because of a defect, structural fault, design fault, wear, tear or gradual 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; and/or
  - via incorrectly installed or inadequate guttering, 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;

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## Insured Event (continued)

### 7. Storm and Rainwater Runoff (continued)

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- to unsealed paths or driveways, such as gravel or constructed with any loose materials; and/or
  - 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 borders, paving; and
    - free standing or retaining walls.
- 

**Waiting  
Period**

**48 hours after the Inception Date of the Policy.**

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**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.**

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## Insured Event (continued)

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

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**What We provide**

Cover for loss or damage to the Insured Property as a result of bursting, leaking, discharging or overflowing water or liquid from:

- a water main or fire hydrant near the Rental Property or At 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; and/or
- waterbeds At the Rental Property.

If Building is part of your Insured Property, We will also 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.

If necessary, we will replace undamaged tiles or other wall or floor materials within the area explored, so they match or complement the new materials used for repairs.

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## Insured Event (continued)

### 8. Bursting, leaking, discharging or overflowing of water or liquid (continued)

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<b>Exclusions</b>	<p>This cover does not apply to the loss or damage:</p> <ul style="list-style-type: none"><li>• caused by a leak that You knew about or should have reasonably known about and did not fix before the loss or damage occurred;</li><li>• caused by underground (hydrostatic) water (for example, swimming pool movement);</li><li>• caused by leaking shower floors, bases or cubicle wall (for example, deteriorated grouting and/or cracked tiles);</li><li>• to a tank, pipe, part, container or waterbed that caused the damage;</li><li>• to leaking shower floors, bases or cubicle walls; and/or</li><li>• from gas or liquid that escaped.</li></ul>
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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.

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<b>Specific Limit</b>	<p><b>Up to \$750 to replace undamaged tiles or other wall or floor materials within an area explored, so they match or complement the new materials used for repairs.</b></p>
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### 9. Malicious damage and intentional damage (by vandals)

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<b>What We provide</b>	<p>Cover for loss or damage to Insured Property as a result of malicious damage and intentional damage caused by vandals.</p>
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<b>Exclusions</b>	<p>This cover does not apply to:</p> <ul style="list-style-type: none"><li>• chips, scratches, dents or any superficial markings to the Rental Property;</li><li>• wear and tear, or damage caused over a period of time;</li><li>• loss or damage caused by You, a Guest, or a Tenant;</li><li>• loss or damage caused by a person who entered the Rental Property with the consent, implied or otherwise, of You, a Guest, or a Tenant; and/or</li><li>• loss or damage that has not been reported to the Police.</li></ul>
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## Insured Event (continued)

### 10. Riot or civil commotion

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**What We provide** Cover for loss or damage to Insured Property as a result of riot or civil commotion.

**Exclusions** This cover does not apply to loss or damage caused by You, Your Guest, a Tenant or Guest of the Tenant.

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### 11. Impact

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**What We provide** Cover for 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);
- a vehicle, (includes caravan and Watercraft);
- falling debris from space, aircraft, rocket or satellite; and/or
- a satellite dish, or television or radio aerial, which breaks or collapses.

If Your Insured Property includes Rental Furnishings, We will also Cover You for loss or damage to Your Rental Furnishings caused by ceiling collapse.

**Exclusions** This cover does not apply to:

- 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 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; and/or
- loss or damage caused by the roots of trees, plants, hedges or shrubs.

If Your Insured Property includes Rental Furnishings, 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.

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## Insured Event (continued)

### 12. Damage by an animal

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**What We provide** Cover for loss or damage to Insured Property by an animal which is not covered by the Domestic Pet Damage on page 29.

For loss or damage caused by a Domestic Pet, see Rental Property benefits – Domestic Pet Damages on page 29.

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**Exclusions** This cover does not apply to 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; and/or
- caused by vermin (such as rats, rabbits and mice), insects, birds or termites.

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## Insured Event (continued)

### 13. Flood

<b>What We provide</b>	Cover for loss or damage to Insured Property as a result of Flood.
<b>Exclusions</b>	<p>This cover does not apply to loss or damage:</p> <ul style="list-style-type: none"><li>• to any part of the Rental Property that is not fully built;</li><li>• to tennis courts;</li><li>• to a wharf, jetty, pontoon or sea wall;</li><li>• 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;</li><li>• to swimming pools or spas and their covers or liners except for permanently attached hard lid style pool covers;</li><li>• to paint when there is no structural damage caused by a Flood to other parts of the Rental Property;</li><li>• caused by underground (hydrostatic) water;</li><li>• to a glasshouse or greenhouse;</li><li>• to unsealed paths or driveways, such as gravel or constructed with any loose materials;</li><li>• 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); and/or</li><li>• 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:<ul style="list-style-type: none"><li>- a path;</li><li>- a driveway;</li><li>- garden borders, paving;</li><li>- freestanding or retaining walls; or</li><li>- gates and fences.</li></ul></li></ul>
<b>Waiting Period</b>	<b>72 hours after the Inception Date of the Policy.</b>
<b>Specific Limit</b>	<b>10% of the Sum Insured for the relevant Insured Property for loss or damage to paths, driveways, garden borders, paving, freestanding and retaining walls, gates or fences.</b>



## Legal Liability cover

### Legal Liability for death, bodily injury or damage to someone else's property

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#### What We cover

#### **If Building is shown on your Certificate of Insurance:**

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 Rental Property; and
- arising out of Your ownership of the Rental Property, which causes death, bodily injury or damage to someone else's property.

#### **If Rental Furnishings is shown on your Certificate of Insurance:**

We will cover what You are legally liable to pay as Compensation as a result of an Incident occurring in Australia or New Zealand during the term of the Policy arising out of the ownership of the Rental Furnishings which causes death, bodily injury or damage to property.

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#### Specific Limit

**The maximum We will pay under this Policy for all Legal Liability claims arising from any one Incident is \$20,000,000 in total, including all associated Legal Costs that We have approved.**

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# Additional Benefits

Under this Policy We will make the benefits listed below available when You make a claim which is covered by this Policy. The Additional Benefits are subject to the General Exclusions (see pages 48–55) and other terms and conditions of this PDS.

In addition, specific exclusions for each Additional Benefit are set out in this section.

## Accidental breakage of glass and sanitary fixtures

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**What We provide** If Building is shown on your Certificate of Insurance:  
We provide the cost of repairing or replacing 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,

if accidentally broken by You.

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**Exclusions** This cover does not apply to:

- damage caused by a Tenant or Guest of a Tenant;
- 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 Building;
- 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; and/or
- glass forming part of a radio or clock, vase, ornament, lamp or photo frame.

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## Additional Benefits (continued)

### Legal Costs

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**What We provide** If You have Our express prior agreement, We will reimburse all Legal Costs and legal expenses incurred by You arising from an Incident covered by the Policy.

**Exclusions** This does not apply to reimbursement of Legal Costs and legal expenses incurred by You, without Our express prior agreement.

**Specific Limit** **There is no limit as long as You have Our express prior agreement.**

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### Motor burnout

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**What We provide** If a household electric motor forming part of the Insured Property burns out or fuses during the term of the Policy, Cover 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; and/or
- 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 provide You the estimated Cost of replacing the electric motor or sealed unit with an equivalent modern day motor or unit.

**Exclusions** This cover does not apply to:

- 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; and/or
- replacing a whole appliance if a motor or sealed unit for the appliance cannot be repaired or replaced.

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## Additional Benefits (continued)

### Removal of debris and rebuilding Costs

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<b>What We provide</b>	<p><b>If Building is shown on your Certificate of Insurance and has been damaged as a result of an Insured Event:</b> We provide the Cost of:</p> <ul style="list-style-type: none"><li>• a survey;</li><li>• design;</li><li>• related legal work;</li><li>• demolition and removal of debris; and</li><li>• 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 Home which have been damaged.</li></ul> <p><b>If Rental Furnishings is shown on your Certificate of Insurance and has been damaged as a result of an Insured Event:</b> We provide the cost of removing the damaged items and any associated storage costs.</p>
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<b>Specific Limit</b>	<p>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.</p> <p><b>10% of Sum Insured for Building for any one Insured Event.</b></p> <p><b>10% of the Sum Insured for Rental Furnishings for any one Insured Event.</b></p>
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### Replacement of locks

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<b>What We provide</b>	<p>The Cost of re-barrelling/replacing Building locks or changing the Building key codes if:</p> <ul style="list-style-type: none"><li>• a key for any external door to the Rental Property is lost or stolen anywhere in Australia;</li><li>• if stolen, You have reported the Theft to the Police; and</li><li>• the keys had the address of the Rental Property or other identifying information with them.</li></ul>
<b>Specific Limit</b>	<p><b>\$1,000 for any one Incident.</b></p>

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## General Exclusions

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

### **Acts or omissions while under the influence**

We will not Cover You for an Incident that causes death, bodily injury or damage to someone else's property if the Incident is caused or contributed to by You (or a person for whom You are legally responsible) being under the influence of alcohol or drugs.

### **Action of the sea**

We will not Cover You for loss, damage or liability caused by Actions 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 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, a Co-Insured or by an Occupier with Your consent, to comply with any Commonwealth, State, Territory or Local Government law, ordinance or regulation including, but not limited to:

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

## **General Exclusions (continued)**

### **Business Activity**

We will not Cover You for loss, damage or liability to Your Rental Property or arising At the Rental Property where it is used for any Business Activity except for a Business Activity that has been agreed to by Us and listed on Your Certificate of Insurance. This exclusion does not apply if the Business Activity is limited to any Tenant(s) working from the Rental Property in circumstances where:

- the only equipment used in that work is normal office equipment;
- no goods are manufactured from the Rental Property; and
- no colleagues, customers, clients, or other visitors visit the Rental Property in connection with that work.

We will not cover You for loss, damage or liability relating to the Business Activity itself.

### **Care**

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

- if reasonable care is not taken by You to maintain Your Insured Property in a Good Condition and/or protect or safeguard it 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; and/or
- if inspections are not undertaken At the Rental Property at the commencement of any Lease Agreement

to the extent that any such failure caused or contributed to such liability.

### **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 to the extent that any non-compliance caused or contributed to such liability unless those laws were introduced after the Rental Property was originally constructed or altered.

## **General Exclusions (continued)**

### **Consequential loss**

We will not Cover You for loss, damage or liability for Consequential Loss of any kind suffered by You or any third party, unless specifically stated elsewhere in this PDS. For example, We will not Cover You for loss of profit.

### **Contamination**

We will not Cover You for loss, damage, liability, or expense directly or indirectly caused by or contributed to or arising from any nuclear, radioactive, biological, chemical, or toxic material.

### **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) This includes, but is not limited to:

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

### **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.

### **Cyber**

We will not Cover You for loss or damage of, or liability caused by, any computer, hardware, software, communications system or other electronic device or data connected to or used in connection with Your Insured 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 the Rental Property, unless they are substances You or the Tenant are legally allowed to carry.

## **General Exclusions (continued)**

### **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; and/or
- defective or faulty manufacture or construction

In the Rental Property or in any way related to the Insured Property that you were aware of or should reasonably have been aware of prior to the loss, damage or liability occurring.

### **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.

### **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.

### **Existing Damage**

We will not Cover You for the Cost of repairing Damage or poor repairs that existed before the Incident occurred.

### **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.

### **Lawful Seizure**

We will not Cover You for loss, damage or liability caused by confiscation, sale, compulsory acquisition, nationalisation or requisition of the Building or any Insured Property by any government, local authority, or any party exercising their right of security over the Insured Property.

### **Loss of use**

We will not Cover You for loss, damage, or liability because You cannot use Your Insured Property unless stated elsewhere in this PDS.



## **General Exclusions (continued)**

### **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; and/or
- loss of sentimental value of any item.

### **Mechanical or electrical breakdown**

We will not Cover You for loss, damage or liability or for the Cost of repairing, replacing or rectifying mechanical or electrical breakdown, malfunction or failure or operate properly or correctly other than for damage as a result of motor burnout.

### **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 of insurance 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.

### **Pandemic and communicable diseases**

We will not Cover You for loss, damage or liability arising from any disease which can be transmitted by means of any substance or agent from any organism to another organism.

### **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.

## **General Exclusions (continued)**

### **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 for which You are not legally liable.

### **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 in the physical or legal control of You, Your Family or 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; and/or
- the ownership or occupancy of any Rental Property or land other than Your Rental Property as shown on Your Certificate of Insurance.

## **General Exclusions (continued)**

### **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; and/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.

### **Seepage**

We will not Cover You for loss, damage or liability caused by seepage, directly or indirectly by any substance (other than water) 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 for 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; and/or
- 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, mobile homes, battery powered recreational items or transport which are not insured as Rental Furnishings.

## **General Exclusions (continued)**

### **Unlawful purpose**

We will not Cover You for loss, damage, or liability if Your Insured Property is being used for any unlawful purpose by You, any Co-Insured or someone acting with Your given or implied consent. For this purpose of this exclusion, an Occupier is not deemed to have Your consent merely as a result of occupying the Home.

### **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 war, other acts of a foreign enemy (whether war is declared or not) mutiny or revolution. We also will 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.

### **Wilful, reckless, or 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; and/or
- 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.

## Claims - Information

### **When You want to make a claim under this Policy, We recommend that You:**

- do everything reasonable to prevent or limit further loss or damage; and
- if applicable, report any Theft, burglary or malicious damage to the Police.

### **And We recommend that You do not:**

- carry out or authorise repairs yourself;
- 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; and/or
- make a false or fraudulent claim.

**We can only process a claim when We have all the information, We need to process the claim, including information from an a Tenant and/or Delegated Authorities.**

### **Contribution**

In addition to any applicable Excess, You may be required to contribute to the Cost if You want the Insured Property repaired or replaced to a better standard, specification or quality. In the event of a Total Loss if You want to rebuild Your Home on another site and We agree to this, You must pay any extra costs in doing this. The amount You may be required to pay is dependent on whether additional repair or replacement work is necessary to complete the repairs arising from an accepted claim. We will let You know if you need to make a contribution prior to settlement of the claim and tell You how it needs to 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.

## **Claims - Information (continued)**

### **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 give us incorrect information. If You are or would be entitled to claim any input tax credits for the repair or replacement of your 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.

### **Pairs or Sets**

If the Insured Property consists of a pair or Set, We will only pay for the repair or replacement of the part that is 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.

### **Pay for other benefits**

If You are entitled to any Additional Benefits in connection with Your claim, these will form part of Your settlement.

### **Salvage**

If We replace or pay the Cost of replacement of any part of Your Insured Property, the replaced item belongs to Us.

## **Claims - Information (continued)**

### **Total loss**

If Your Insured Property is a Total Loss, following settlement of Your claim, 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.

If Your Insured Property is a Total Loss, We will increase Your Sum Insured for Building and Rental Furnishings to take into account the increase in CPI since the commencement of the current term of Your Policy.

### **Withdrawing Your claim/Refusal to accept Your claim**

If You withdraw Your claim or We refuse to accept it, You will have to pay the costs You have incurred as a result of the Incident.

### **Reimbursement**

You will be required to reimburse Us for any costs We have incurred in advance of the acceptance of Your claim or the costs of any investigation of the claim if:

- You withdraw the claim, or fail to provide the information required to be provided under page 59, after We have incurred investigation costs; or
- Your claim is denied because it is fraudulent or because You provided false or misleading information.

This includes but is not limited to any cost incurred for the investigation of Your claim and payments made by RAA in advance of the acceptance of Your claim, such as those shown in the benefits sections on pages 28–34 and 35–47. You will only be required to reimburse Us for investigation costs where We have informed You in advance that the costs would be incurred.

If We accept Your claim by mistake, You will need to reimburse Us for any amounts We have paid You in relation to the claim.

## Claims - Making a claim

Here is how to make a claim under Your Policy, including important factors We consider when working out how to pay for Your claim.

### **Step 1 – Lodge Your claim:**

Call Us Monday to Friday 8.30am-5pm on **8202 4575**.

When You make a claim, We will:

- ask You to give Us relevant information to support Your claim to make sure that an Incident has occurred, and We may ask You to:
  - establish proof of ownership by giving Us details of when and where items were purchased, plus reasonable proof of ownership and reasonable proof of value;
  - give Us written statements or any correspondence relating to the claim, including notice of any pending court proceedings or offers of settlement; and
  - meet with Our investigators to be interviewed or give Us access to relevant documents.
- tell You if an Excess is applicable and how to pay it;
- give You a claim Number; and
- give You next step information.

So We can follow this process, You must:

- cooperate with the RAA and Our representatives including Our investigators and loss adjusters; and
- help Us with Your claim and/or comply with any condition of this Policy, including if You need to go to court to give evidence.

### **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 Incident?
- is Your claim affected by any Specific Limits, exclusions and conditions applicable to the Policy?



## **Claims - Making a claim (continued)**

### **Step 3 - Settling your claim:**

#### **When repair or replacement is available**

If We accept Your claim, subject to the below, We will repair Your Insured Property. If We repair Your Insured Property We will repair it with materials which are:

- new;
- available in Australia; and
- the nearest equivalent materials at the date of loss.

We will replace Your Insured Property with As New items if the cost of repair would exceed our cost of replacing the property.

#### **Cash payments when replacement or repair is available**

At Our discretion We may offer to pay You cash instead of replacing or repairing Your Insured Property in circumstances where repair or replacement is available. If You agree to accept Our offer We will pay You in cash or vouchers:

- the amount it will Cost to repair the Insured Property with new materials which are available in Australia and are the nearest equivalent materials at the date of loss, less any discount available to Us; or
- the amount it will Cost to replace the damaged Insured Property with As New items, less any discount available to Us and adjusted for Depreciation,

whichever is the lesser. If You do not accept Our offer We will repair or replace Your Insured Property in accordance with this PDS.

## Claims - Making a claim (continued)

### When repair or replacement is not available

If:

- We determine the repair or replacement would require the replacement of a part and a suitable like-for-like part is not available;
- We determine the safety, quality or reliability of repairs may be affected by the condition of the Insured Property before the Incident or damage to the Insured Property that arose before the Incident;
- a repair of Your Insured Property authorised by Us is not available within a reasonable timeframe;
- Your claim is for the repair or replacement of a fence that adjoins another person's property;
- the cost to repair or replace Your Insured Property exceeds Your Sum Insured or any specified limit for that Insured Property; or
- You have already replaced or repaired the Insured Property, where replacement or repair by You is authorised under this Policy or otherwise approved by Us,

We will pay You in cash or vouchers:

- the amount it will Cost to repair the Insured Property with new materials which are available in Australia and are the nearest equivalent materials at the date of loss; or
- the amount it will Cost to replace the damaged Insured Property with As New items,

whichever is the lesser.

We may in some circumstances repair or replace part of Your Insured Property and pay cash for the remainder.

All cash payments made by Us are subject to the limits specified in this PDS.

## **Claims - Making a claim (continued)**

### **Your Obligations**

You are required to:

- Pay any Excess or other contribution that applies; and
- If applicable, help with any recovery action.

If You make a claim for loss or damage that is caused by separate Incidents, You will need to make a claim for each Incident and pay the applicable Excess(es), even if they are connected in some way. In circumstances where an Incident results in multiple Insured Events You will need to pay only the higher of Your Building or Rental Furnishings Basic Excess. In addition, You will need to pay any applicable Non-removable Excess.

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

See page 16 for examples.

## **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. On renewal of Your Policy We may apply a Non-Removable Excess to your Policy. We will not cancel Your Policy during the term, unless Your Insured Property is a Total Loss or one of the circumstances set out in page 58 applies.

## Claims - 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.
<b>Total claim</b>	<b>\$429,700</b>	

See 'Claims - Information' on pages 56–58 for details.

## Claims - How Your claim is paid (cont.)

### 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 \$1,000 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.
<b>Total claim</b>	<b>\$22,500</b>	

See ‘Claims - Information’ on pages 56–58 for details.

## Claims - How Your claim is paid (cont.)

### 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.

<b>What We pay</b>		<b>Information</b>
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.
<b>Total claim</b>	<b>\$4,900</b>	

### 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.

<b>What We pay</b>		<b>Information</b>
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 a result of Tenant Theft/Burglary.
<b>Total claim</b>	<b>\$4,700</b>	

See 'Claims - Information' on pages 56–58 for details.

## Claims - How Your claim is paid (cont.)

### 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 – \$2,000 paid
- **Booking 2:** 8 days in week 3 – \$3,200 paid
- **Booking 3:** 4 days in week 7 – \$1,600 paid
- **Booking 4:** 4 days in week 8 – \$1,600 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) Rental benefit if the Rental Property becomes unfit to live in as a result of loss or damage covered by an Insured Event and
Rent refund – booking 2	\$3,200	We have agreed to pay for the loss or damage We will cover the Rent loss for any confirmed bookings for the term the property remains unfit to live in*.
Rent refund – booking 3	\$1,600	
Rent refund – booking 4	\$1,600	
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.
<b>Total claim</b>	<b>\$20,600</b>	

\*Limits apply for the term claimable under this benefit. See 'Un-tenantable Rental Property Short Stay (Holiday) Rental benefit' on page 34 for details.

See 'Claims - Information' on pages 56–58 for details.



## Claims - How Your claim is paid (cont.)

### 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.

<b>What We pay</b>	<b>Information</b>	
<b>Rent default</b>	\$0	As You have no valid Lease Agreement in place We will not Cover You for loss of Rent.
<b>Total claim</b>	<b>\$0</b>	

Refer to pages 31–32 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:

- 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 of quality that are available within Australia at the time of repair or replacement.

**At the Rental Property** means within Your Building's property land boundaries at the risk address as shown on Your Certificate of Insurance.

**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 23–24.

**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; and/or
- 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, that is, not directly caused by loss, Theft or damage to Your Insured Property, but arising as a result of such loss, Theft or damage.

**Cooling-off Period** means as described on page 6 of this PDS.

## Glossary (continued)

**Cost** means:

- for repairs – what it costs to repair; or
- for replacement – the retail price of the item as if it were new at the time of the loss or damage.

**Cover You** means to return You (so far as possible) to the same financial position that You were in prior to the loss, without allowance for Depreciation.

**CPI** means a relevant Consumer Price Index published by the Australian Bureau of Statistics and selected by Us.

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

**Depreciation** means the reduction in value of an item due to age, wear and tear.

**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 need to contribute towards each claim We accept.

**Existing Damage** means, Damage to Your Insured Property which already existed at the time of the Incident.

**Expiry Date** means the date Your Policy expires as shown on Your Certificate of Insurance.

**Family** means the following people who reside in Your residential home:

- Your spouse (legal or de facto); and/or
- 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.

## Glossary (continued)

**Good Condition** means Your Insured Property is:

- Structurally sound and has no faults or defects that might result in damage to the property or injury to people;
- Able to be secured;
- Weatherproof; and
- Not under any government-imposed order relating to its condition.

**Guest** means a person who visits, uses or attends At the Rental Property with consent of either the Insured or a Tenant and is expected to stay At the Rental Property for less than 90 consecutive days.

**Inception Date** means the date Your Policy commences as shown on Your Certificate of Insurance.

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

**In the Building** means in an entirely roofed, entirely walled and lockable Building located At the Rental Property.

**In the Open Air** means outside in or under any part of the Home 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 property 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 Incidents described as an Insured Event set out on pages 35–43 of this PDS.

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

## Glossary (continued)

**Landlord (Permanent Rental)** means a Building that is Occupied as a 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 costs of legal representation, which have been previously agreed to by Us and are for the purposes of reducing Our liability.

**Legal Liability** means any of the Incidents described under Legal Liability set out on page 44 of this PDS.

**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 or a self-sustaining power source.

**PDS** means this Product Disclosure Statement.

**Policy** means Your contract of insurance with RAA Insurance, the terms and conditions of which are set out in this PDS, and Your Certificate of Insurance.

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

**Premium** means the Premium shown on Your Certificate of Insurance and as further described on page 11.

**Property Manager** means the licensed real estate agent or property representative You have engaged to manage Your property.

## Glossary (continued)

**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;
- advertising costs for the purposes of re-letting; fees paid to and invoiced by Your Property Manager for re-letting; and/or
- 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 pages 25–26.

**Rental Property** means the rental property address shown on Your Certificate of Insurance that is either owned by You (and a Co-Insured) and 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 and number of persons permitted.

**Road Vehicle** means a registered vehicle that 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 in open plan living areas.

**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 (e.g. a bed and breakfast, holiday house or Airbnb).

## Glossary (continued)

**Specific Limits** means Specific Limits on the various elements of cover provided under the Policy (refer pages 28–47).

**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 as 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.

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

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

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

**Theft** means the act or crime of stealing which has been reported to the Police and proven to have occurred.

**Tools of Trade** means tools and equipment you would normally receive a tax deduction for and/or use for earning an income. This does not include Home office and computer equipment.

**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.

## Glossary (continued)

**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.

**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.

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

**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](http://raa.com.au)).
- (b) You authorise any officer of RAA Group to execute any document on Your behalf that enables You to become a member of RAA Group.







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[raa.com.au](http://raa.com.au)

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