



Landlord
Insurance
PDS & Policy

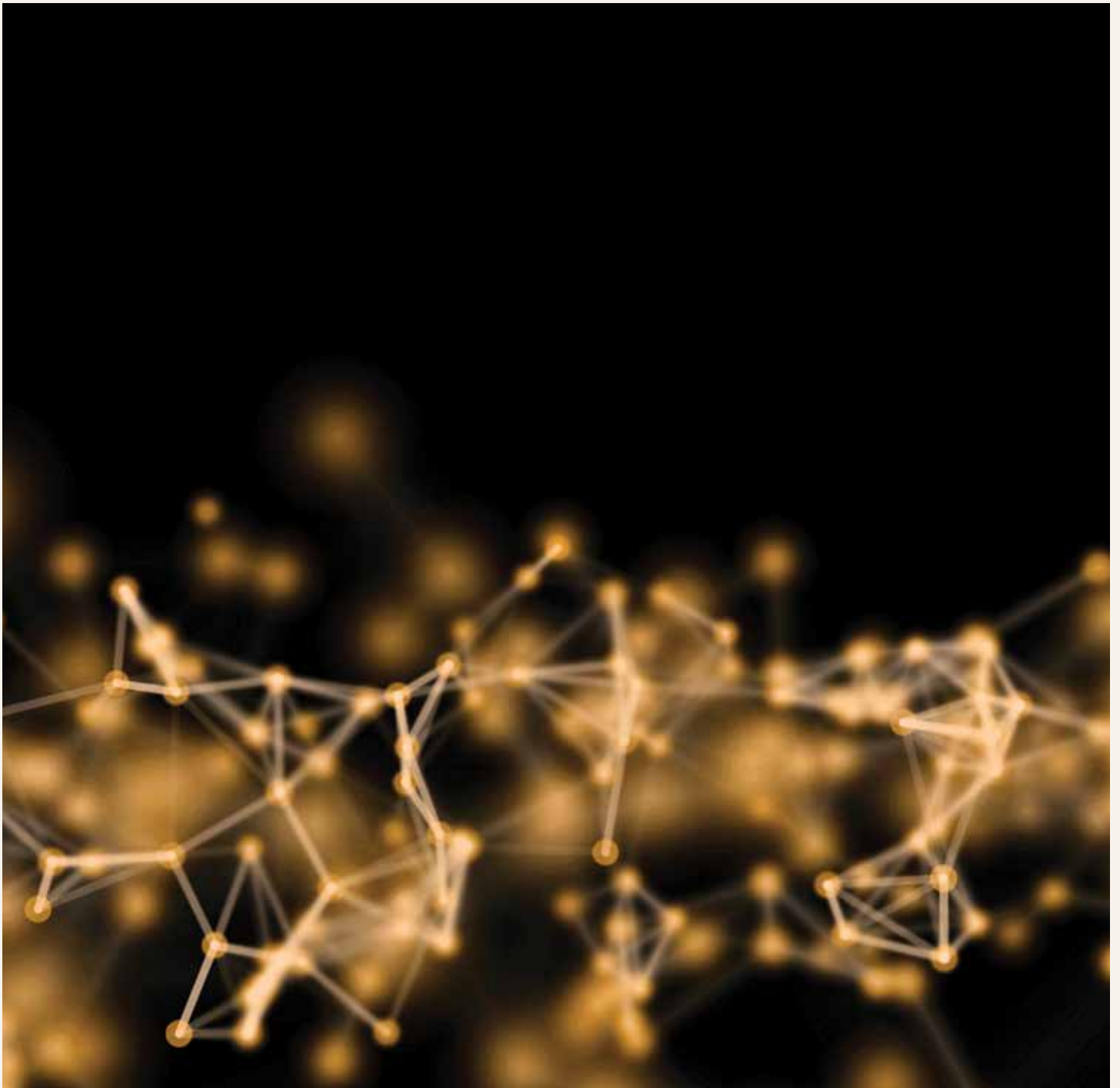


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When You Need to Make a Claim

When things go wrong and You need to make a claim contact.

Assist Us with Your call

You can help Us by having the following information available when You call:

- > Your policy number
- > Details of the event giving rise to the claim (where, when, how)
- > An estimate of the loss or damage

Report to Police

Immediately advise the police of any malicious damage or act, theft, attempted theft, burglary or accidental loss, and give them a list of items damaged, stolen or lost.

You will need to give Us:

- > The name of the police officer
- > Station reported to
- > Date reported
- > A copy of the police report or the log number of the call to the police

Prevent Further Loss

Try to do everything You reasonably can to prevent any further loss or damage from occurring.

In the event of severe storm damage, contact the State Emergency Service, Your local council or Us for assistance.

Assist Us with Your claim

You will need to give Us any information relevant to Your claim that We may need to handle, assess or investigate Your claim, in order to allow a settlement of Your loss. This may include providing Us with quotations for the repair or replacement of Your property, or giving evidence in court if required.

If You make a claim and We wish to recover the amount We have paid from another person then, subject to the Insurance Contracts Act, We can do

so. You and any other person entitled to cover under this policy must give Us any information and help that We may reasonably require.

Allow Us access

Following a claim on this policy, You may be required to let Us enter Your building to investigate the cause of the loss or the damage that is the subject of the claim.

Make Your damaged property available

Following a claim on this policy, You must make Your damaged property available for inspection by Us or a representative of ours and, if We require, deliver the items which have been damaged to Us. At Our option We may keep any recovered or damaged items that We have replaced for You.

Provide proof of ownership, loss or damage

When You make a claim You may be required to provide proof of Your ownership and value of the items You are claiming for.

Some proof of ownership documents which may be acceptable are listed below:

- > Sales receipts or accounts (originals or duplicates) showing the date, purchase price, a description of items purchased and place of purchase
- > Credit card statements or bank statements showing the purchase transaction details
- > Model and serial numbers of the lost or damaged property
- > Instruction booklets and owner's manuals
- > Valuations
- > Builder's, electrician's or other relevant tradesman's reports detailing the loss or damage
- > Photos clearly showing the items

Pay Your excess

Please refer to the section 'Excess' on page 9 for more details about Your excess.

Co-operate with Us

When requested, You must provide Us with all proof, information, co-operation and assistance in relation to a claim, including giving evidence in court, as We may reasonably require.

Legal liability claims

If You receive notification of any claim made against You, You should promptly forward to Us any demand, writ, summons or proceedings which You receive relating to any prosecution, inquest or legal action and all other information relevant to those matters where any liability under this policy may arise.

What You Must Not do When Making a Claim

Admission of Liability

You must not admit guilt or liability to anyone.

You must not offer, agree or promise to settle any claim without Our prior consent.

Authorisation of Repairs

Apart from emergency repairs necessary to prevent or minimise further damage, You should not carry out or authorise any repairs or arrange replacement of any property without Our prior consent.

Disposal of Damaged Goods

Do not dispose of any damaged property without Our prior consent. We may need such property for inspection and assessment of repair costs by Our representative or Us.

You should not wash, clean or remove debris from an area damaged by fire unless We have agreed for You to do so.

Introduction

Applying for Cover With Us

Prior to this Policy coming into effect You have provided Us or Your intermediary with information in support of Your request for Cover with Us. The information that You have provided to Us is referred to as Your Application for this Policy.

You must ensure the information provided to Us in Your Application is accurate and that You have complied with Your duty of disclosure. We have relied on Your Application to decide whether to issue this Policy and, if We do so or have, the terms and conditions upon which We do/did so.

When You have paid the Premium, or agreed to pay the Premium, We will issue You with a Schedule, and this policy-booklet. If payment of the Premium as stated in the Schedule is not made then there is no Cover provided under this Policy.

Complaints and Disputes Resolution

We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our clients. This service is free of charge to You.

If You do not agree with any decision We make in relation to Your insurance Policy please contact Your insurance intermediary or Us indicating the nature of the complaint.

We will then resolve or attempt to resolve Your complaint or refer it to Our internal Dispute Resolution Manager.

General Insurance Code of Practice

We are a signatory to and fully support the General Insurance Code of Practice. The objectives of this Code are to commit insurers and the professionals they rely upon to higher standards of customer service.

Please contact Us if You or Your insurance intermediary would like further information about the Code of Practice. Alternatively, You can view the Code of Practice at www.codeofpractice.com.au

Privacy

We are committed to complying with privacy laws and protecting Your personal information. By entering into a contract with Us, You agree to:

- > The collection, use and disclosure of Your personal information to evaluate, effect, manage and
- > Administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- > The collection, use and disclosure of Your personal information to inform You of other products and
- > Services offered by Us, Our related entities or Your representative;
- > The use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy or financial product;
- > The collection from, and/or disclosure of, Your personal information to a third party which may include Your employer and Our service providers (including but not limited to Your insurance intermediary, other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your insurance policy or a claim under this Policy;

- > The disclosure of Your personal information to overseas recipients, where relevant, such as some of Our reinsurers; and
- > The disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law

If You do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up-to-date and complete. You or Your insurance intermediary may access personal information We hold about You by contacting Us.

If You or Your insurance intermediary would like to make a complaint about how We have handled Your personal information please contact Us and speak to one of Our staff who will assist You.

Our privacy policy contains further information on access, correction and complaints handling procedures and can be accessed online at <http://www.acerta.com.au/product-centre/tools/links>. Alternatively, please contact Us and We will arrange for a copy of the privacy policy to be provided to You.

Important Information

The following important information applies to this Policy. Please read this information carefully and if You are in any doubt as to how this information may affect You please contact Your intermediary or Us and ask for an explanation.

Duty of Disclosure

Before You enter into a contract of general insurance with Us, You have a duty under the Insurance Contracts Act 1984 to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

Your duty does not require disclosure of any matter:

- > That diminishes the risk to be undertaken by Us;
- > That is of common knowledge;
- > That We know or, in the ordinary course of Our business, ought to know;
- > As to which compliance with Your duty is waived by Us

Non-disclosure - Failure to Comply With Your Duty of Disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our Liability under this contract in respect of a claim under this Policy or We may cancel this contract.

If Your non-disclosure is fraudulent, We may also have the option of avoiding this contract from its beginning.

GST and Claim Payments to You

In the event of a claim under this Policy:

- > If You are not registered for GST We will reimburse You the GST component in addition to any other amount We pay You; or
- > If You are registered for GST You will need to claim the GST component from the Australian Taxation Office. Where You cannot claim the GST component in full We will reimburse You the unclaimed GST component in addition to the amount We pay You

Your Policy contains claims conditions in respect of:

- > GST and claim payments for compensation;
- > GST and claim payments for legal and other costs; and
- > Our limitation for GST payment

You should read the claims conditions contained in

- > Your Policy to make sure You understand both Our and
- > Your obligations in respect of how GST will be treated in respect of the payment of claims under this Policy

Premiums

Your Premium will be subject to the inclusion of:

- > GST in accordance with relevant taxation legislation;
- > Stamp duty as imposed by the relevant legislation of each Australian State or Territory; and
- > Any other applicable Government or Statutory Taxes or Charges (e.g. Fire Services Levy or Terrorism)

Product Disclosure Statement

This PDS provides important information about the policy together with a summary of its key features, benefits, risks and costs. For full details of the cover provided please read the policy which starts on page 11.

Significant Features and Benefits

Here is a summary of the significant benefits provided by Your Landlords Insurance. For the full details You must read the entire policy which starts on page 11. The covers You choose will be shown on Your policy schedule.

1. Building Insurance Provides Cover for the Following:

- > Accidental loss or damage to Your building up to the sum insured shown on Your policy schedule
- > Additional benefits as described in the policy from page 12, including the following:
 - > Malicious acts by tenants – up to the sum insured for Your building
 - > Theft by tenants – up to 10% of the sum insured for Your building
 - > Removal of debris – up to 10% of the sum insured for Your building
 - > Professional fees – up to 10% of the sum insured for Your building
 - > Authority fees – up to 10% of the sum insured for Your building
 - > Exploratory costs – up to \$5,000 to find the cause of loss or damage
 - > Locks and keys – up to \$1,000 if Your keys are stolen or following the eviction of a tenant
 - > Landscaping, trees, plants and shrubs – up to \$2,000 for the reasonable costs of replacement
 - > Loss of metered water or gas following an insured event – up to \$500 if You are liable to pay
 - > Rainwater tank – up to \$1,500 towards a new tank if We replace Your building

- > Solar panels – up to \$2,000 towards a solar heating system if We replace Your building
- > Mortgage discharge costs – up to \$5,000 for fees to discharge Your mortgage and prepare new title deeds if We have paid the full sum insured for Your building
- > Fumigation costs – up to \$5,000 following the death of a person in Your building

2. Contents Insurance Provides Cover for the Following:

- > Accidental loss or damage to Your contents up to the sum insured shown on Your policy schedule
- > Additional benefits as described in the policy from page 12, including the following:
 - > Malicious acts by tenants – up to \$60,000 for damage to Contents and including damage to buildings if You have not insured it under the Building section of this policy. If the building is insured with another insurer or is insured through an Owners corporation Building policy, then details of other insurance must be provided to Us so We can pursue recovery
- > Theft by tenants – up to \$60,000
- > Removal of debris – up to 10% of sum insured for contents for the cost of removing contents debris and damaged property
- > Locks and keys – up to \$1,000 if Your keys are stolen or following the eviction of a Tenant
- > Temporary repairs – the reasonable costs to prevent further loss or damage
- > Fumigation costs – up to \$5,000 following the death of a person in Your building
- > Legal expenses – up to \$7,500 to minimise Your loss of rent

3. Loss of Rent and Rent Default:

- > Loss of rent- up to 52 weeks if Your building becomes unliveable as a result of insured loss or damage
- > Tenant default – up to 18 weeks if Your tenant defaults on their rent
- > Up to 52 weeks rent if Your tenant refuses to vacate (max \$1,000 per week unless specified in the schedule)

4. Legal Liability:

- > Legal liability to pay compensation for personal injury or property damage in connection with Your ownership of the contents, up to an amount of \$20 million

5. Exclusions Applicable to Your Policy

Your policy may not provide You with cover in certain circumstances. Information about things that are not covered is included in each section of Your policy under the headings.

'We do not cover:' and 'We will not pay for:' Further information about exclusions that apply to all sections of Your policy is contained from page 19.

6. Sum Insured

The sum insured shown on Your policy schedule includes all taxes and statutory charges and is the maximum amount We are obliged to pay in settlement of any claim unless otherwise stated in Your policy.

7. Premiums

The amount We charge You for this insurance when You first insure with Us and each time You renew is called the premium. We calculate Your premium after taking a variety of factors into account. Some factors can affect the amount of Your premium. The higher Your risk profile, the higher Your

premium. Using Our experience, We decide what factors will increase Your risk profile and how they impact on the premium.

Your premium also takes into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. stamp duty, GST and fire services levy), in relation to Your

policy. These amounts will be shown separately on Your policy schedule as part of the total premium payable.

The following table is a guide on how these factors combine together and may influence Our assessment of the risk and therefore, Your premium.

Factor	Premium may be lower	Premium may be higher
The postcode where Your building and/or contents are located	Lower risk postcode	Higher risk postcode
The amount You choose to insure Your building and/or Your contents	Lower sum insured	Higher sum insured
Types of covers selected for Your policy	Both building and contents taken together	Building taken without contents or vice versa
The age of Your building	Lower age	Higher age
The construction type of Your building	Brick	Non-brick
The security of Your building	Approved alarm system	Poor security
The amount of Your excess	A higher standard excess is selected	A higher standard excess is not selected

8. Discounts

We offer special promotional discounts to some customer groups from time to time. Any discounts You are entitled to are included in the premium We charge You.

Details of special promotional discounts that may be offered from time to time, and Your eligibility for any discount, are available in Our 'Guide to Premiums, Discounts and Excesses'. You may obtain a copy of this guide by visiting Our website guildinsurance.com.au or calling Us on 1300 988 988.

9. Excess

When You make a claim under Your policy, You may be required to pay an excess in respect of Your claim. The amount of each applicable excess is shown on Your policy schedule. The excess is only applied once per event, even if You claim under more than one section. You do not have to pay the excess when You make a claim, however You will have to pay the excess before We will pay any money in relation to Your claim.

10. Cancellation

By You – You may cancel this policy at any time by giving Us written notice.

By Us – We may cancel this policy in accordance with the Insurance Contracts Act 1984. We will retain from the premium You have paid to Us, an amount that represents the period You were insured by Us and refund the balance. This amount will be calculated from the date of cancellation. If You pay Your premium by instalments, You must pay Us any unpaid instalments that are due.

Other Important Information

Other Persons Bound by This Policy

Any person entitled to cover under this policy is bound by its terms and conditions.

When Your Building is Unoccupied for More Than 90 Consecutive Days

We will not cover You for loss or damage caused by events listed in this policy (other than arising from earthquake, impact, riot, civil commotion or public disturbance) if Your building has been unoccupied for a period of 90 or more continuous days unless You have obtained Our written consent for such period of un-occupancy and paid any additional premium required by Us.

For Your building to be considered occupied, it must be sufficiently furnished to be lived in, connected to electric power, and someone must have stayed in Your building for two consecutive nights on at least one occasion in a 90 day period.

If someone will not be living in Your building for more than 90 consecutive days, You are required to:

- > Tell Us beforehand
- > Pay Us any extra premium which may be applicable, and
- > Make sure that someone collects any mail and sees to the general tidiness of Your building so as not to encourage intruders

Notification of Change of Risk

You must notify Us as soon as possible if any change is made to Your building or contents that might affect the nature of the risk covered by this policy or the terms of any subsequent renewal.

Breach of Policy

If You fail to comply with this policy and Your breach or failure prejudices Our interests, subject to the Insurance Contracts Act, We may refuse to pay any claim under this policy, whether in whole or in part. We may also choose to cancel Your policy, or do both.

Legal Representation

We may represent or defend You or any person entitled to cover under this policy in respect of legal liability as We see fit at any inquest or inquiry or in any action or proceedings.

Protection of Property

You must do everything You reasonably can to safeguard Your building and contents from damage, maintain them in good condition and minimise the risk of injury or damage from them. This includes compliance with all laws, by-laws and statutory regulations.

Fraudulent Claims

If any claim made under this policy is made fraudulently, subject to the Insurance

Contracts Act, We may refuse payment of the claim, or cancel Your policy, or do both.

Hazardous Goods

If You are storing hazardous goods or substances in Your building or at Your address, You must comply with all applicable laws and regulations.

How to Make a Claim

For information on making a claim, see 'When You need to make a claim' on page 4 and How We Pay Claims.

What to do if You Have a Complaint

For information on making a complaint, see 'Complaints and disputes' on page 25.

Your Landlords Insurance Policy

Welcome to Your Landlords Policy.

The following pages outline what We will cover, what We won't cover and the benefits We'll pay You in the event of a claim.

Our Agreement With You

The agreement between You and Us consists of:

- > Your application
- > This PDS and Policy booklet
- > Your policy schedule, and
- > Any endorsement issued by Us

When We have accepted Your application and You have paid or agreed to pay the premium for the insurance cover You have chosen, including any relevant government charges, taxes or levies, We issue a policy schedule to You.

We agree to insure You subject to the terms, conditions, limitations and exclusions set out in this policy for the period of insurance shown on Your policy schedule.

If You have chosen to include this cover it will be shown on Your policy schedule.

Cover for Your Building

If You have chosen to include this cover it will be shown in Your policy schedule.

We will cover accidental loss or accidental damage to Your building occurring at the address during the period of insurance.

Following such loss or damage We will choose to do one of the following:

- > Repair the damaged portion of Your building, or
- > Replace Your building, or

- > Compensate You for the amount We would have paid for repair or replacement

The most We will pay for Your building is the sum insured shown in Your policy schedule, plus additional benefits listed in Your policy. Please refer to the section 'Words with special meanings' for clarification of the meaning of particular words used above and throughout Your policy.

Additional Benefits to Your Building Cover

The additional benefits listed below are in addition to the sum insured for Your building. These additional benefits only apply when You have insured Your building. The general exclusions and any other exclusions, conditions or claims conditions applicable to this section also apply to these additional benefits.

We will also pay for	We will not pay for	Maximum benefit
Accidental loss or damage caused by tenants. We will pay for accidental loss or damage to Your building caused by Your tenant.		The sum insured for Your building.
Theft, attempted theft or burglary by tenants We will pay for loss or damage to Your building resulting from theft, attempted theft or burglary by Your tenant.		10% of the sum insured for Your building.
Malicious acts by tenants We will pay for loss or damage to Your buildings resulting from malicious acts or vandalism by Your tenant.		The sum insured for Your building.
Professional fees Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs for professional fees from architects, consultants, or surveyors engaged in relation to the repair or replacement of the insured building.		10% of the sum insured for Your building.
Pet damage Damage caused by domestic pets defined as cats, dogs, caged birds or caged rodents owned by the tenant.		\$500 any one claim.
Removal of debris Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs to remove debris and to demolish Your building.	Removal of fallen trees or branches where no damage to Your building has occurred.	10% of the sum insured for Your building.
Authority fees Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs for building permits and approvals from local authorities.		10% of the sum insured for Your building.

We will also pay for	We will not pay for	Maximum benefit
Exploratory costs Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs incurred, with Our consent, in locating the cause of the loss or damage.		\$5,000
Locks and keys If the keys to Your building are stolen, We will pay the cost of rekeying or replacing (whichever is the lesser) locks and cylinders on external doors and windows for which the stolen keys were intended or following the eviction of a tenant.		\$1,000
Landscaping, trees, plants and shrubs Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs of replacing: <ul style="list-style-type: none"> > Landscaping features, such as fountains, ponds, water features and rockwork, and > In-ground trees, plants and > Shrubs, > Lost or damaged in the same event giving rise to the claim 	Loss or damage caused by: <ul style="list-style-type: none"> > The escape of liquid from: <ul style="list-style-type: none"> > Any water main or fixed pipe, gutter or guttering, fixed tank or drain, or > A fixed heating or cooling system > Flood 	\$2,000
Loss of metered water or gas Following a claim under this policy section for which We have agreed to cover You, We will also reimburse You for costs You become legally liable to pay for loss of metered water or gas.		\$500
Rainwater tank If We replace Your building following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs to install a rainwater tank.	Any amount covered by a government subsidy or rebate.	\$1,500
Solar panels If We replace Your building following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable costs to install a solar heating system.	Any amount covered by a government subsidy or rebate.	\$2,000

Cover for Your Building cont.

We will also pay for	We will not pay for	Maximum benefit
<p>Mortgage discharge costs</p> <p>Following a claim under this policy section for which We have agreed to cover You, if We have paid the full sum insured for Your building We will also pay the reasonable costs associated with the discharge of a mortgage or mortgages on Your building.</p>	<ul style="list-style-type: none"> > Interest on Your loan > Penalty charges associated with early repayment of Your loan 	\$5,000
<p>Fumigation costs</p> <p>We will pay for the costs of fumigating Your building following the death of a person in Your building during the period of insurance.</p>		\$5,000
<p>Tax audit fees</p> <p>We will pay for reasonable expenses You incur as a result of an investigation or audit pertaining to the investment property insured by this policy, conducted by the Australian Tax Office first notified to You during the period of insurance.</p>	<ul style="list-style-type: none"> > Any audit fees that relate to a criminal prosecution > Any fines, penalties, interest or adjustments to tax > Any fees incurred by someone other than a qualified accountant, registered tax agent or tax consultant 	\$5,000
<p>Regulations and By-Laws</p> <p>Following a claim under this section for which We have agreed to cover You, We will also pay the additional costs of complying with changed government or local authority regulations or by-laws.</p>	<ul style="list-style-type: none"> > Any costs which relate to undamaged parts of Your building > Any costs in respect of which You have received notice prior to when the loss or damage occurred 	

Cover for Your Contents

If You have chosen to include this cover it will be shown on Your policy schedule.

We will cover accidental loss of or accidental damage to Your contents whilst contained in Your building at the address during the period of insurance.

Following such loss or damage We will choose to do one of the following:

- > Repair the damaged contents
- > Replace the damaged contents
- > Compensate You for the amount We would have paid for repair or replacement

The most We will pay for Your contents is the sum insured shown on Your policy schedule unless otherwise stated in Your policy or are particular contents specified on Your policy schedule for a particular amount.

Please refer to the section 'Words with special meanings' for clarification of the meaning of particular words used above and throughout Your policy.

Additional Benefits to Your Contents Cover

The additional benefits listed below are in addition to the sum insured for Your contents. These additional benefits only apply when You have insured Your contents. The general exclusions and any other exclusions, conditions or claims conditions applicable to this section also apply to these additional benefits.

We will also pay for	We will not pay for	Maximum benefit
Accidental loss or damage caused by tenants We will pay for accidental loss or damage to Your contents caused by Your tenant.		The sum insured for Your contents.
Malicious acts by tenants We will pay for loss or damage to Your contents and buildings resulting from malicious acts or vandalism by Your tenant. This cover is also provided where buildings are not insured by this policy, as long as You provide Us with Your Building Insurer Details.		\$60,000
Theft, attempted theft or burglary by tenants We will pay for loss or damage to Your contents resulting from theft, attempted theft or by Your tenant.	Theft of contents in the open air.	\$60,000
Removal of debris Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable cost of removing contents debris and damaged property.		10% of the sum insured for Your contents.
Locks and keys If the keys to Your building are stolen, We will pay the cost of re-keying or replacing (whichever is the lesser) locks and cylinders on external doors and windows, for which the stolen keys were intended or following the eviction of a tenant.		\$1,000

Cover for Your Contents cont.

We will also pay for	We will not pay for	Maximum benefit
<p>Temporary repairs</p> <p>Following a claim under this policy section for which We have agreed to cover You, We will also pay the reasonable cost of temporary repairs and protection necessary to prevent further loss or damage to Your property.</p>		Reasonable costs.
<p>Fumigation costs</p> <p>We will pay for the costs of fumigating Your building following the death of a person in Your building during the period of insurance.</p>		\$5,000
<p>Contents in the open air</p> <p>We will extend cover provided by this policy to include Your contents in the open air at Your address.</p>		<p>Cash and negotiable documents</p> <p>> \$50</p> <p>Theft claims</p> <p>> \$5,000</p> <p>All other claims</p> <p>> 10% of the sum insured for Your contents</p>
<p>Tax audit fees</p> <p>We will pay for reasonable expenses You incur as a result of an investigation or audit pertaining to the investment property insured by this policy, conducted by the Australian Tax Office first notified to You during the period of insurance.</p>	<ul style="list-style-type: none"> > Any audit fees that relate to a criminal prosecution > Any fines, penalties, interest or adjustments to tax > Any fees incurred by someone other than a qualified accountant, registered tax agent or tax consultant 	\$5,000

Loss of Rent and Tenant Default

If You have chosen to include this cover it will be shown on Your policy schedule.

If Your contents or buildings suffer accidental loss or damage covered by this policy We will pay Loss of Rent and

if the tenant defaults then We will also pay loss of rent under Tenant Default cover.

We will also pay for	We will not pay for	Maximum benefit
Loss of rent following insured loss or damage <ol style="list-style-type: none"> 1. If Your building becomes uninhabitable for a minimum of 7 consecutive days as a result of loss or damage insured by Your policy, We will pay for the loss of rent until the building can be lived in again. The amount We will pay You is the weekly rental payable under the current rental agreement 2. If Your building was not tenanted at the time of the event causing insured loss or damage the amount We will pay You will be based on the rental value of Your building immediately before the loss or damage occurred 	<ul style="list-style-type: none"> > Loss of rent after Your building becomes habitable > Loss of rent if Your building was not tenanted for the 90 days before the date of the event causing insured loss or damage 	52 weeks rent up to a maximum of \$1,000 per week or otherwise listed in the schedule.
Loss of rent following tenant default We will pay for the loss of rent when: <ol style="list-style-type: none"> 1. Your tenant defaults on rent payments due under the rental agreement and fails to remedy the default 2. Your tenant vacates Your building before the end of the tenancy period without giving the notice required in the rental agreement 3. Your tenant is legally evicted from Your building 4. Your rental agreement is legally terminated by the relevant authority on the grounds of hardship on the part of Your tenant 5. A sole tenant dies 6. Access to Your building is prevented due to damage to adjoining property 7. The rental property becomes uninhabitable as per the instructions of a government authority due to the outbreak of a contagion 	Any loss of rent recoverable from the balance of Your tenant's bond after the deduction of re-letting expenses. Loss of rent where there is a widespread outbreak of any strain of influenza virus or any other diseases declared as quarantinable by the relevant government authority.	18 weeks rent up to a maximum of \$1,000 per week or otherwise as stated in the policy schedule.
Loss of rent following tenant Murder or suicide		18 weeks rent up to a maximum of \$1,000 per week or otherwise as listed in the schedule.
Loss of rent following tenant eviction We will also pay for loss of rent when Your tenant refuses to vacate Your building after being served an order of eviction from a court or tribunal.	Any loss of rent recoverable from the balance of Your tenant's bond.	26 weeks rent up to a maximum of \$1,000 per week or otherwise as listed in the schedule.
Legal expenses We will pay for the reasonable legal expenses You incur with Our prior written consent in minimising Your loss of rent due to tenant default or the legal eviction of a Tenant).		\$7,500

Legal Liability Cover

If You have chosen to include this cover it will be shown on Your policy schedule.

Please refer to the section 'Words with special meanings' for clarification of the meaning of particular words used

in this section and throughout Your policy.

We cover	We do not cover
<p>We will cover You for Your legal liability to pay compensation, in respect of:</p> <ul style="list-style-type: none"> > Personal injury; > Property damage; <p>Happening during the period of insurance and caused by an occurrence at Your address in connection with Your ownership of the building and/or contents.</p> <p>Where We agree to provide cover to You for a claim under the above, We will also cover You for legal costs:</p> <ul style="list-style-type: none"> > Incurred with Our written consent in defence of Your liability, and/or > Which are awarded against You <p>The maximum We will pay in respect of any one claim or series of claims arising out of any one occurrence including all legal costs covered under this section is \$20,000,000.</p>	<p>We will not cover You for any claim in respect of:</p> <ul style="list-style-type: none"> > Your ownership of any buildings or land or contents other than Your building or the land or Your contents at Your address > The transmission of any disease by You > Any trade, business, profession, occupation or employment carried on by You for reward other than the business of letting property > Your liability or Your acceptance of liability arising under the terms of any contract unless such liability would have attached to You regardless of the existence of the contract > The publication or utterance of a libel, slander or defamatory remark > Vibration or interference with the support of land, buildings or other property > Motorised vehicles (other than garden appliances, bicycles, motorised wheelchairs, mobility scooters and go carts not requiring registration) or registered vehicles > Aircraft, aircraft parts or the provision of any facilities for the landing or storing of aircraft > Watercraft (other than surfboards, surf skis, sailboards, canoes and kayaks), hovercraft or the provision for commercial purposes of any facilities for the landing or storing of watercraft or hovercraft > The existence or alleged existence of asbestos in any form or quantity > Claims for personal injury to, the death of or the illness of You or any person who lives with You > Claims for personal injury, death or illness of employees or workers who are covered, or should have been covered, by Workers' Compensation or similar legislation, and who at the time of the accident were employed by You or by any person living at Your address > Your liability as owner of Your building if You have not insured Your building under this policy > Your liability as owner of Your contents if You have not insured Your contents under this policy > Claims brought in a court outside of Australia, or within Australia to enforce a judgment handed down by a court outside of Australia > Claims in respect of an occurrence or event happening in North America > Claims for loss or damage to property belonging to or under the control of: <ul style="list-style-type: none"> > You > Any employee of Yours, or > Any person living with You > Any fines or penalties, or punitive or exemplary damages > Any strata title building, provided this exclusion does not apply to Your liability which falls outside of the responsibilities of the body corporate or owners corporation

General Exclusions Applicable to All Sections of Your Policy

Your policy does not cover any claim in respect of:

- > Flood unless it is shown in Your policy schedule as included
- > A named cyclone, a bushfire or a grassfire within 48 hours of the commencement of this policy, unless this policy commenced:
 - > The day You bought Your building or
 - > Immediately after another policy covering the same building expired without a break in cover
- > Any amount greater than the sum insured on Your policy schedule, except where the benefit is shown as additional to the sum insured
- > If Your building has been unoccupied for a period of 90 or more continuous days, any loss or damage to Your building or contents (other than arising from earthquake, impact, riot, civil commotion or public disturbance) unless You have obtained Our written consent and paid any additional premium required by Us
- > Loss or damage or liability to or arising out of any structural improvements, extensions or renovations where You have not obtained required approval from the relevant local authority
- > Costs resulting from any compliance notice served by a government or local authority before Your building suffered loss or damage
- > Consequential loss of any kind other than as covered under Legal Liability Cover
- > Any unlawful, criminal, deliberate or intentional act by You or anyone acting with Your consent or knowledge
- > Incorrect siting of buildings
- > Demolition ordered by government or local authority
- > A new building in the course of construction
- > Any renovation, alteration, addition, repair or decoration to Your building where the contract price exceeds \$75,000
- > Mechanical, electric or electronic breakdown, failure or malfunction except where an electric motor is burnt out by electric current
- > Loss or damage caused by water seeping or percolating through walls, roofs or floors
- > A tree or branch lopped by You, or on Your behalf
- > Tenant neglect, poor housekeeping, deliberate damage or unhygienic living practices
- > Any failure by You or Your property manager to take all reasonable steps to protect and maintain Your building and/or contents
- > Any costs associated with network connections or plan costs, other than the repair or replacement cost of the item itself
- > Wear and tear, depreciation, lack of maintenance or inherent defect
- > Structural or inherent defects or faulty workmanship or design
- > Water entering Your building:
 - > As a result of Your failure to perform adequate maintenance on Your building, or a structural defect, or faulty design or workmanship, or
 - > Through any opening made for the purpose of repairs or alterations to Your building unless You can prove that the loss or damage was caused by the negligence of someone other than You
- > Rust, corrosion, mildew, wet or dry rot, rising damp or seepage and other signs of failure to keep Your building in good order and repair
- > The action of tree roots
- > Loss or damage to property occasioned by its undergoing any process necessarily involving the application of heat
- > The action of the sea, other than tsunami resulting from earthquake
- > Erosion, landslide, subsidence, settling, shrinkage or expansion or any earth movement unless occurring as a result of and within 72 hours of an earthquake or tsunami, or storm, hail or rainwater
- > The lawful seizure or repossession of Your building or contents
- > War, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion or insurrection
- > The discharge or escape of any contaminant, pollutant or harmful substance unless the discharge or escape was sudden and accidental
- > Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste or action of nuclear fission or fusion
- > Any act of terrorism
- > Loss or damage caused by an animal (other than a pet as described in the contents section on page 12) kept at Your address
- > Loss or damage caused by any birds, insects, vermin, termites or moths, including but not limited to eating, clawing, chewing or pecking
- > Loss or damage caused by storm, hail or rainwater to paved or concrete driveways, paths and outdoor surfaces (including tennis courts) and retaining walls

Words with Special Meanings

- > Accident or accidental means an unintended and unforeseen event and includes a series of accidents arising out of one event
 - > Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, or religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear
 - > Address is where Your building or contents is located, as shown on Your policy schedule
 - > Application means the document completed and any other information supplied by You or on Your behalf to Us when applying for this policy, and which We relied on when agreeing to issue this policy
 - > Building means the investment property situated at Your address, and includes:
 - > Domestic outbuildings
 - > Structural improvements
 - > Fixtures including fixed wall, ceiling and floor coverings (excluding moveable carpets) and insulation
 - > Collection means a group of similar items gathered according to some underlying principle that has a greater value than the total value of the individual items. Examples of collections include coins, medals, and stamps
 - > Contents means items owned by You and kept in Your building for domestic use by Your tenant including:
 - > Domestic and antique furniture and furnishings
 - > Moveable carpets, drapes and interior blinds, floating timber floors
 - > Moveable swimming pools
 - > Moveable saunas and spas
 - > Wall and floor coverings
 - > Unfixed light fittings
 - > Domestic electrical appliances, and
 - > Household goods
 - > Contents does not mean:
 - > Motor vehicles, motorcycles, pee wee bikes, trail bikes, trailers, caravans, aircraft, watercraft and their attached accessories
 - > Any item included in the definition of building
 - > Electronic data and computer records
 - > Trees, plants, shrubs and landscaping
 - > Pets or animals of any kind
 - > Deliberate Damage means changes made to the property by tenants which weren't accidental, nor were they committed with spite or vindictiveness
 - > Electric motor burnout means the breakdown of an electric motor as a result of the electric current flowing through it
 - > Electronic data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic or electronically controlled equipment and includes programs, software and other coded instructions for such equipment
 - > Excess means the amount(s) stated in the policy schedule, or otherwise stated in the policy for each applicable section or sub section, that You are required to pay or bear as the first payment towards Your claim
 - > Family means the following people who live with You:
 - > Your spouse or partner
 - > Your children, parents, grandparents, grandchildren, siblings
 - > The children, parents, grandparents, grandchildren, siblings of Your spouse or partner
 - > Fire means burning with flames.
 - > Fixtures and fittings means any item permanently attached or fixed to Your building that You would not normally take with You. This includes, but is not limited to:
 - > Kitchen cupboards and bench-tops
 - > Built-in wardrobes
 - > Taps and tapware
 - > Shower screens, and
 - > Vinyl and ceramic flooring
 - > Flood means the inundation of normally dry land by water that has escaped or been released from the normal confines of;
 - > Any lake, or any river, or other natural watercourse whether or not altered or modified,
 - > Or of any reservoir, canal or dam.
- Flood is only covered by this policy if shown in Your policy schedule as included.
- > Impact means the forceful, sudden and unexpected striking of one object, surface or item against another
 - > Malicious acts or vandalism means intentional damage to the insured property by the tenant which is motivated by spite, malice, or vindictiveness

- > Occupied means Your building is sufficiently furnished to be lived in, is connected to electric power, and someone has stayed in Your building for 2 or more consecutive nights on at least one occasion in a 90 day period
- > Occurrence means an event or series of events including continuous or repeated exposure to substantially the same general conditions which results in personal injury or property damage neither expected nor intended by You. All personal injury or property damage attributable to one original source or cause shall be deemed to be one occurrence
- > open air means any area of Your address that is not fully enclosed by the walls and roof of Your building and is not capable of being secured by a lock or similar device
- > Period of insurance is the duration of time from the commencement date to the expiry date of Your policy as shown on Your policy schedule or Your most recent written renewal confirmation
- > Personal injury means bodily injury, death, sickness, disease, shock, fright, mental anguish, mental injury. Personal injury if relating to a latent illness, disease or disability shall be deemed to have happened when such injury, illness, disease or disability was first medically diagnosed
- > Pet means a domestic animal kept at Your building
- > Policy means Your contract of insurance with Us including:
 - > This PDS and Policy booklet,
 - > Your policy schedule,
 - > Any endorsement issued by Us, and
 - > Your application
- > Policy schedule means the document showing Your policy number, address, details of the covers You have chosen and any excesses You must pay
- > Pollution means the discharge or escape of any contaminant, pollutant or harmful substance unless the discharge or escape was sudden and accidental
- > Premium means the amount You pay Us for Your insurance cover. It includes any compulsory government statutory charges, levies, duties and taxes where applicable
- > Property damage means physical damage to or loss or destruction of tangible property including resulting loss of use of that property. Property damage if relating to latent damage or gradual deterioration and eventual damage shall be deemed to have happened on the day such deterioration or damage was first discovered
- > Rainwater means rain falling naturally from the sky, including rainwater run-off over the surface of the land and including rainwater overflowing from storm water drains and channels
- > Storm means violent wind (including a cyclone or tornado), thunderstorm or a heavy fall of rain, snow or hail
- > Removal of Debris means the clean-up costs associated with damage to a property resulting from an insured event
- > Structural improvements means permanent additions to Your building that add value to it and include, but are not limited to:
 - > Clotheslines
 - > Paved or concrete driveways, paths and outdoor surfaces (including tennis courts)
 - > Masts and aerals
 - > Pergolas and gazebos
 - > In-ground pools
 - > Saunas and spas
 - > Retaining walls
 - > Gates and fences, and
 - > Wharves, jetties and pontoons not used for commercial purposes.
- > Sum Insured means the maximum amount We will pay under each section or sub-section of this policy as stated in the policy schedule
- > Tenant means:
 - > The person(s) named on the current rental agreement;
 - > Any other person who permanently lives at the address
- > We, Us, Our means Guild Insurance Limited
- > You, Your means the person or persons named on Your current policy schedule and that person's or those persons' family

Paying Your Claim

We Only Pay Once

Where a claim is payable under both the 'Cover for Your building' and 'Cover for Your contents' sections of this policy We will pay You the better benefit, but will not pay You under both sections.

When You have legal liability cover under both the 'Cover for Your building' section and the 'Cover for Your contents' section the most We will pay is the sum insured shown on Your policy schedule inclusive of legal costs, charges and expenses, and these covers are not cumulative.

Reinstatement of Your Sums Insured Following a Claim

Where there is loss or damage to Your building or Your contents, and a claim is admitted by Us, the sum insured will be automatically reinstated without payment of an additional premium, unless the claim is for a total loss. If We pay the full sum insured for Your building or contents then cover under those sections comes to an end.

If the claim is for a total loss of Your building and We have paid You the sum insured then cover for Your building will end but legal liability cover will remain in force until the expiry date of Your policy.

How We pay a Claim for Your Building

Where We pay a claim for Your building, We will choose to do one of the following:

- > Repair the damaged portion of Your building
- > Replace Your building using new materials
- > Compensate You the amount it would have cost Us for repair or replacement

If You decide not to repair or replace Your building, or do not commence repair or replacement within six months of the date the loss or damage

occurred, We will only compensate You for what it would have cost to repair or replace Your building at the date of the loss or damage.

The Most We Will Pay for Your Building

The most We will pay for Your building is the sum insured shown on Your policy schedule plus additional benefits as listed in Your policy.

Cash Settlement

If You wish Us to compensate You for Your loss by a cash settlement You must put Your request in writing for Our consideration. At Our sole discretion We may accept or decline Your request.

If We choose to compensate You by a cash settlement We will pay an amount equal to the reasonable cost of repairing or rebuilding Your building as determined by Us, less any trade discount We receive or negotiate.

Matching Building Materials

Where We repair Your building We will try to return Your building to the same condition as when new, or when last renovated by matching building materials as far as We can.

Where We cannot achieve an exact match, We will use materials that match the damaged or lost materials as near as possible in Our opinion. We will only do this to the area where the loss or damage occurred.

We will not pay for matching building materials in order to create a uniform effect throughout Your building.

Unreasonable Delay

We will not pay for any additional or increase in costs due to any unreasonable delay in the commencement of repairs to Your building or rebuilding Your building.

Building Rebuilt at Another Address

If We agree to replace Your building following loss or damage insured by this policy, You may do so to Your specifications at Your address or another address You choose.

We will not pay for any amount in excess of the amount We would pay if the change of address or specifications had not occurred.

How We pay a Claim for Your Contents

Where We pay a claim for Your contents, We will choose to do one of the following:

- > Repair Your contents
- > Replace Your contents with new items
- > Compensate You the amount it would have cost Us for repair or replacement

The Most We Will Pay for Your Contents

We will only pay up to the limits shown in Your policy under "Cover for Your Contents" or as stated in Your policy schedule. For all other items We will pay up to the sum insured shown on Your policy schedule unless otherwise stated in Your policy.

Cash Settlement

If You wish Us to compensate You for Your loss by a cash settlement You must put Your request in writing for Our consideration. At Our sole discretion We may accept or decline Your request.

If We choose to compensate You by a cash settlement, We will reduce the amount We pay You by an amount equal to any trade discount that We would have obtained from a supplier, had We chosen to repair or replace Your contents.

Carpets or Internal Window Furnishings

When We repair or replace Your carpets or internal window furnishings, We will only pay for the repair or replacement in the room or rooms where the loss or damage occurred.

We will not pay for matching carpets or internal window furnishings to create a uniform effect throughout Your building.

How We Pay Loss of Rent Claims

Loss of Rent is payable under the Policy for the period shown on Your Policy certificate

1. There is damage Insured by the policy, and the premises are uninhabitable,
2. Tenant is in breach of the lease agreement and the lease has been terminated in accordance with State Legislation

Note: Cover for loss of rent is only triggered if the rent was not in arrears at policy inception and a minimum of 4 weeks bond is collected at the beginning of the tenancy agreement

In case of loss of rent, We require You to take the following steps before lodgement of Your claim:-

- > Obtain or hold the bond from the tenant
- > Proceed with the tribunal hearing process where appropriate and make an application for loss of rent, bond monies and compensation for any damages and/or expenses
- > Take steps to minimize the loss of rent by re-letting the property as soon as possible

Once We are in receipt of the above mentioned documents, the claim will be calculated as follows:-

Fixed Term Lease Agreement

Loss of rent is payable from the date the tenant has defaulted in their payments until the end of the fixed term lease agreement or until a day before a new tenant is due to move in, whichever is sooner.

Please note that the loss of rent is payable up to a maximum as shown on Your policy certificate.

Periodic Lease Agreement

Loss of rent is payable from the date the tenant has defaulted on their payments until the day they vacate the property plus the number of days they are required to give as notice depending on the Residential Tenancy Act of each state.

Please note that the loss of rent is payable up to a maximum as shown on Your policy certificate.

Bond Deduction

The bond forms the first part of any loss of rent claim and is able to be used for:-

- > Unpaid Water Invoices
- > Re-Letting Fees
- > Advertising Costs
- > Cleaning and Steam Cleaning Costs
- > Rubbish Removal
- > Repairs/Maintenance
- > Tribunal Costs
- > Garden tidy up

Once the bond has been fully utilized the loss of rent claim begins.

Allowable bond expenses over and above bond monies (exhausting the bond in full) are not covered under this policy.

Consequential Loss

The difference in any reduced rental amount received to re-let the property quicker or to adapt to the changing market conditions is consequential loss and is not a legitimate bond deduction.

Claim Lodgement

Once all above conditions have been met, a claim may be submitted to Us.

Documents Required:-

Rent Default Claim

- > Completed Claim Form
- > Reason for default & Period claimed e.g. 01/12/13 – 19/12/2013
- > Tenancy Tribunal Documents
- > Old Tenancy Agreement
- > New Tenancy Agreement
- > Rent Ledger
- > Bond Refund Form
- > Invoices to support bond has been exhausted
- > Copy of any correspondence to tenant advising rent is late/due/ notice to vacate
- > Bank Account Details: Account Name, BSB & Account Number

Malicious Damage or Theft Claim

- > Completed Claim form
- > Photos of damaged items
- > In going, Outgoing and Routine Inspection Report
- > Quotes for repairs/replacement
- > Police Report
- > Bank Account Details: Account Name, BSB & Account Number

Paying Your Claim cont.

Other Damage Claims

This section refers to the loss of rent incurred due to the property becoming uninhabitable following Insured loss or damage.

Documents Required:-

- > Lease Agreement for last tenant
- > Ledger for last tenant
- > Repair report confirming cause of damage and that the property is uninhabitable
- > Repair Invoice confirming repairs have been completed along with repair dates

Complaints and Disputes

We work hard at building relationships with Our clients. This requires communication, accessibility, and a commitment to providing quality products and services. However, disputes may still arise. We have therefore developed a complaints and dispute resolution process that is fair, efficient and accessible to all Our clients.

Complaints

If You would like to make a complaint please contact Your insurance intermediary in the first instance. Your insurance intermediary may then raise the matter with Us. If Your complaint cannot be resolved by Us, You can request the matter be referred to a member of Our Dispute Resolution Panel who will treat Your complaint as a dispute and endeavour to resolve it through Our internal dispute resolution process.

Dispute Resolution Process

Our internal dispute resolution process is available at no cost to You. We will keep You fully informed throughout the process and will reply to You within 15 days provided We have sufficient information to deal with the dispute.

If Our internal dispute resolution facility is unable to resolve Your dispute and You wish to take the matter further, We will provide You with information regarding a free external dispute resolution service or other external dispute resolution options (if any) that may be available to You. Alternatively You may seek independent legal advice at Your own expense.

If We are unable to resolve Your complaint to Your satisfaction within 45 days We will inform You of the reasons for the delay and that You may take the dispute to Our external dispute resolution scheme, even if We are still considering Your case.

We have a brochure about Our internal procedures for handling complaints and disputes which is available on request.

We're here
to help

1300 223 782 (1300 ACERTA)
acerta.com.au

Victoria

171 Collins Street
Melbourne VIC 3000
Fax: (03) 9810 9810

New South Wales

Level 20, 20 Bond Street
Sydney NSW 2000
Fax: (02) 9018 9900

Who is the insurer?

This policy is underwritten by Guild Insurance Limited ABN 55 004 538 863 and
AFS Licence Number 233791 trading as Acerta.

Effective date: 20 October 2016

GLD3705 Acerta Landlord generic insurance pds and policy 10/2016