



Peace of mind with the exclusive :Different and ShareCover partnership

We've joined forces with ShareCover to build a customised and exclusive policy for all our :Different landlords. You can be confident in knowing that ShareCover is proudly backed by IAG, one of the most trusted and respected insurance brands in the regions in which it operates.



Your Policy Type:

Contents + Loss of Rent	Building Only	Contents + Building
✓	Available at an additional cost	Available at an additional cost

Your Policy Highlights:

- ✓ \$18,000
Rent Default – with pandemic exclusion
- ✓ \$10,000
Rent default legal expenses
- ✓ \$52,000 or 52 weeks
Loss of rent during repairs
- ✓ \$52,000 or 52 weeks
Loss of rent (uninhabitable or unsafe)
- ✓ \$250
Excess (\$0 for loss of rent or liability claims)
- ✓ \$52,000 or 52 weeks -
Prevention of access (loss of rent)
- ✓ \$52,000 or 52 weeks
Death of sole tenant (loss of rent)
- ✓ \$70,000
Damage by tenant
- ✓ \$70,000
Contents sum insured
- ✓ See PDS
Much, much more

For a full list of terms, conditions, covered events, exclusions, and limitations please read the PDS.





Landlord Accidental Damage Insurance

Product Disclosure Statement (PDS)

www.sharecover.com

Preparation date: 21 September 2020

ShareCover is issued by Insurance Australia Limited, ABN 11 000 016 722,
AFS Licence Number 227681 trading as ShareCover Enterprises

The policy at a glance | Here's a quick summary

Here's a summary of key details about Landlord Accidental Damage insurance. In this Product Disclosure Statement, we set out the full details about Your cover, any limits, exclusions, conditions that may apply.

Who We cover Under Your Policy, We cover:

- You – which means all of the people named as 'the insured' on Your Certificate

Type of insurance Under Your Policy We provide three types of cover:

- Buildings and Contents Insurance (covers both Your Rental Property and Contents and loss of Rent)
- Buildings Insurance (covers Your Rental Property and loss of Rent)
- Contents Insurance (covers Your Contents and loss of Rent)

What We insure Your Rental Property (buildings):

- domestic residential buildings at the Site
- building improvements and Fixtures

Your Contents:

- items that You own and leave at Your Rental Property for Your Tenants' use

What We pay For Your Rental Property:

- cost to repair or rebuild Your Rental Property up to the 'Buildings' sum insured
- costs covered under 'Buildings Cover additional benefits'.

For Your Contents:

- cost to repair or replace the Contents up to the 'Contents' sum insured
- costs covered under 'Contents Cover additional benefits'

For liability:

- legal liability to pay compensation up to \$20,000,000

What You're covered for Listed events

- We cover loss or damage to Your Rental Property and/or Contents caused by certain events – for example, accidental damage, fire, theft, storm and earthquake

Additional benefits

- We cover other costs You may incur in certain situations – for example, loss of Rent, burnout of electric motors and rebuilding fees

Liability cover

- We cover claims made against You for death or injury to another person and for loss or damage to someone else's property

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ShareCover Landlord Accidental Damage Insurance Product Disclosure Statement

ShareCover Landlord Accidental Damage Insurance is issued by Insurance Australia Limited, ABN 11 000 016 722, AFS Licence Number 227681 trading as ShareCover Enterprises.

You can contact Us in relation to this insurance by:

E-mail: contact@sharecover.com
Post: ShareCover Enterprises, 2/201 Sussex St, Sydney, 2000.
Website: www.sharecover.com

This Product Disclosure Statement ('PDS') tells You about this insurance and is designed to help You make an informed choice before buying this insurance. This PDS explains Your cover, what happens in the event of a claim, and what You need to do when You insure with Us. It is important that You read this document and the Certificate, understand the cover provided, make sure all the information is correct and if You need to change anything, contact Us.

From time to time We will need to update this PDS. If the update results in a material change from the PDS You hold, We will send You another PDS or a supplementary PDS. You may request a copy of the PDS free of charge at any time by contacting Us.

We may pay remuneration to insurance intermediaries when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We pay Your Intermediary You should ask Your intermediary.

Important information

Summary of cover

ShareCover Landlord Accidental Damage Insurance is designed to address the needs of property owners who are renting out their Rental Property to Tenants. ShareCover Landlord Accidental Damage Insurance provides cover for Your Rental Property building and its Contents for loss or damage by certain listed events (for example fire, theft and storm) during the Period of Insurance. We will provide cover up to the sum insured shown on the Certificate for 'Buildings' and 'Contents' (as applicable) for all claims for loss or damage arising from the one event.

This ShareCover Landlord Accidental Damage Insurance cover includes:

- Buildings Cover;
- Contents Cover;
- Loss of Rent Cover;
- cover for liability that may arise from Personal Injury or Damage to Property; and
- additional benefits within the limits set out in this PDS.

Your contract

Your Policy is a contract between You and Us and is made up of:

- Your Certificate of Insurance;
- this Product Disclosure Statement and Policy Booklet (PDS); and
- any applicable supplementary PDS.

The type of Policy You have selected will be shown on Your Certificate.

It is Your responsibility to ensure that the type of Policy You have is appropriate to Your needs and the amount of insurance cover You purchase accurately reflects the cost to replace Your Rental Property and Contents in the event of a claim. You may be required to show proof of this in the event of a claim.

We are only liable to compensate You for the true cost of repairing or replacing Your Rental Property and Contents or pay You the sum insured or other amount specified in the Policy, whichever is lower, for loss or damage covered under this Policy.

More than one insured

If there is more than one insured, then anything that any insured says, does or omits applies to all of the insureds.

Certificate of Insurance

Your Certificate shows the type of insurance You have and any options You have added under Your Policy. It also shows the Period of Insurance Your Policy covers – We only cover You for incidents that happen during that time.

Receiving Your Policy documents

In taking out this Policy, You have consented to all notices under the Policy being provided electronically to the email address You have provided to Us.

We will send Your Policy documents to the person and email address You have nominated for receiving Policy documents. Any Policy documents We send to this email address will be considered to have been received by You 24 hours from when We send them.

You are responsible for making sure the person and email address We have for Your Policy documents is up to date. So, You need to tell Us if this email address change – see ‘Changes to Your Policy’ in this section.

Limits, exclusions and conditions

Limits, exclusions and conditions apply to the cover You have chosen:

- throughout this PDS, We set out any specific limits, exclusions and conditions with the cover they apply to;
- We set out the general exclusions that apply to all covers and benefits under Your Policy in the ‘General Exclusions’ section; and
- We set out Your responsibilities when You are insured with Us in ‘Your responsibilities’ in this section.

Special conditions

We may impose special conditions on Your Policy that may exclude, restrict or extend cover for a person or a particular matter.

We also do not cover You for loss or damage to Your Rental Property or Contents that occurs within:

- 48 hours of the commencement time of the Policy caused by bushfire, grassfire or named cyclone; or
- 14 days (336 hours) of the commencement time of the Policy caused by Flood,

unless:

- o You took out this Policy immediately after another insurance policy covering the same Rental Property and/or Contents ended without a break in cover; or

- You had entered into a contract of sale to purchase (or contract to lease) Your Rental Property and took out this Policy for Your Rental Property and/or Contents prior to taking possession of Your Home.

Your Certificate of Insurance shows any special conditions including any embargo periods that apply to Your Policy.

Premium

If We accept Your application for this insurance, You must pay the Premium shown on the Certificate for this Policy.

How We calculate Your Premium

We determine Your Premium by considering a number of factors including but not limited to: the location of Your Rental Property; the type and amount of cover You require; the Excess You select; the year Your Rental Property was built; and Your relevant claims and insurance experience. Factors that increase the risk to Us generally increase the Premium (e.g. a higher sum insured or a lower Excess) and those that lower the risk generally reduce the Premium (e.g. a lower sum insured or a higher Excess). If You have any queries about this, please contact Us.

Your Premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (for example, stamp duty, GST and fire services levy).

Your Premium together with the actual amount of these individual charges, taxes or levies will be shown on the Certificate.

How to pay Your Premium

You must provide Your credit card or other required payment details when You take out Your ShareCover Landlord Accidental Damage Insurance.

You can pay Your Premium upfront or by monthly instalments by direct debit from an account or credit card You nominated when You took out Your Policy.

Your current Certificate shows the Premium amount You need to pay and the due date for Your upfront Premium or for each monthly instalment.

If You pay Your Premium upfront, We will deduct the full amount of Your Premium at the time You take out the Policy from the account You nominated when You took out Your Policy.

If You pay Your Premium by instalments:

- You authorise us to deduct these amounts by direct debit from the account or credit card You have nominated for instalment deductions.
- an instalment is unpaid if it is dishonoured, rejected, not received or We are otherwise unable to deduct it from the nominated credit card or account; and
- if any instalment remains unpaid for a month after its due date, We may cancel Your Policy.

Excess

Your Excess is the amount You must contribute towards each claim made under this Policy. You do not need to pay an Excess for claims under Section 5: Loss of Rent Cover and Section 6: Liability Cover. Your Excess will be shown on the Certificate. You only have to pay one Excess on claims You make under this Policy that arise out of the one event.

You may select the amount of Your Excess at the time You apply for the Policy. When You select a higher Excess amount, We will normally reduce Your Premium. We will advise You of the amount of the Excess at the time of Your application for this Policy.

Cooling-off rights

You can tell Us to cancel Your Policy within 21 days from:

- the date We issue Your Policy – for example, if You call Us on 3 May to set up a new Policy from 10 May, then Your 21 day cooling-off period starts from 3 May as that's when We issued Your Policy; and
- the start date of the Period of Insurance that applies when You renew Your Policy.

If You tell Us to cancel Your Policy within those times, We'll refund the Premium You paid Us in full. However, We will only do that if You haven't made a claim on Your Policy. You can also cancel Your Policy as set out in 'Cancellation' in this section.

Changes to Your Policy

If You wish to change any details of Your Policy, You must access Your account at www.sharecover.com or contact Us at <https://sharecover.com/contact> or contact@sharecover.com. If We accept the changes, We will provide You with an updated Certificate that will confirm the change and advise You of any additional Premium payable or refund You will receive for such change.

Cancellation

You may cancel Your Policy at any time by accessing Your account at www.sharecover.com or contacting Us. Your cancellation will be effective from the date of cancellation. If You pay Your Premium upfront, We will refund Your Premium for the period after cancellation. If You pay Your Premium by instalments, We will not charge You any further instalments from the time You cancel Your Policy, but We will not refund any instalment Premiums already paid. You will also be required to pay any Premium amount outstanding at the time of cancellation.

We may only cancel Your Policy in accordance with the *Insurance Contracts Act 1984 (Cth)* including if You do not comply with the Policy terms and conditions. If We cancel Your Policy, We will inform You in writing and We will refund Your Premium for the period after cancellation.

Renewal

At least 14 days prior to expiry of Your Policy We will give You notice in writing of the date and time of expiry and advise You if We are prepared to renew Your Policy. If We offer to renew Your Policy We will send You an updated Certificate of Insurance and quote a premium based on the information in Your current Policy. You should review any offer of renewal to ensure the insurance cover is still appropriate for You.

If You paid Your last Premium:

- as an annual Premium by direct debit, We will deduct the renewal Premium from the account or credit card You previously nominated; or
- by instalments, We will continue to deduct payments from the account or credit card You previously nominated for instalment deductions,

and Your Policy will automatically renew if We offer You a renewal. If You do not want Us to continue to deduct these payments and automatically renew Your Policy, please contact Us prior to expiry of Your Policy.

If You paid Your last Premium as an annual Premium without a direct debit arrangement, We must receive Your payment of the renewal Premium by the due date otherwise Your Policy will not renew.

Interested parties

If You have used all or part of the Rental Property as security for a loan with a credit provider, e.g. a mortgage provider, You must provide Us with information about this credit provider in the event that You make a claim for loss or damage to the Rental Property, and if We pay a cash settlement for a claim We may pay the credit provider in full or part settlement of Your claim. Please see 'Credit providers' rights' section.

Assigning Your rights

You must not assign any benefits, rights or obligations under Your Policy unless You get Our written consent first.

Appointing someone to represent You

If You want to appoint someone to represent You, then You need to tell Us and We need to agree. For example, You may ask someone to manage Your Policy or a claim. You cannot appoint someone who has a conflict of interest to manage Your claim. For example, You cannot appoint someone who supplies goods or services for Your claim such as a repairer. We will not pay any costs charged by anyone You appoint to represent You.

Your responsibilities

When You take out a Policy with Us or make a claim, You have certain responsibilities that are set out in this section. These responsibilities also apply to any person that is covered by Your Policy.

If You don't meet Your responsibilities, We may refuse to pay Your claim or reduce what We pay for Your claim. We may also decide to cancel Your Policy.

You must tell Us if:

- Your email address, mobile telephone number or any other contact details change; and
- there is or will be any material change related to the Rental Property or the nature of the risk including building work;
- Your Rental Property is:
 - o for sale; or
 - o to be demolished;
- You or anyone else starts using the Rental Property for business, trade or professional purposes; or
- You appoint or terminate a licensed managing agent for the Rental Property.
- the Rental Property will be unoccupied for a continuous period of 60 days or more during the Period of Insurance;
- there is any change to:
 - o the address or Site where Your Rental Property or Contents are insured;
 - o the Rental Property due to renovations, extensions or demolition;
 - o the people insured under this Policy; or
 - o the sums insured of Your Rental Property or Contents;
- there is any change to the use of Your Rental Property including but not limited to if Your Rental Property is:
 - o used solely for short-term rentals of less than ninety days;
 - o a boarding houses or hostel;

- a hotel or motel;
- a commercial building;
- an exhibition or display home;
- commercial farm building; or
- under construction; or
- any people who are insured under the Policy have:
 - been convicted of any criminal offence;
 - made a claim that is untrue under this Policy or another insurance policy; or
 - had 3 or more claims under a landlord or home and contents insurance policy in the past 5 years.

If You tell Us about any of these things, We may charge an additional Premium, change the cover of Your Policy, impose special conditions or cancel Your Policy.

You must also:

- be truthful and frank in any statement You make in connection with Your Policy;
- not behave in a way that is improper, hostile, threatening, abusive or dangerous;
- pay Your Premium, including paying instalments, by the due date;
- take reasonable precautions to avoid a claim being made;
- do everything reasonable to prevent further loss or damage to any property if an incident happens;
- obey all laws and make sure anyone acting on Your behalf obeys all laws;
- not make a fraudulent claim under this Policy or any other insurance policy; and
- follow the conditions of this Policy.

There are also things You must and must not do if You make a claim under this Policy. These are set out in the 'Claims' section. If You breach any of the terms of this Policy We may refuse or reduce a claim, cancel Your Policy or do both.

Privacy

We use information provided by You to allow Us to offer Our products and services. This means that We may need to collect Your personal information, and sometimes sensitive information about You as well. We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

We will only use Your information for the purposes for which it was collected, other related purposes or as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and approved entities who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at <https://sharecover.com/privacy-and-security>.

By applying, using or renewing any of Our products or services, or by providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in the Privacy Policy. Our Privacy Policy also contains

information about how You can access and seek correction of Your information, complain about a breach of the privacy law and how We deal with Your complaints.

Complaints

What to do if You have a complaint

We understand that occasionally issues may arise, and You may have a complaint. We take complaints seriously and have a process through which We seek to resolve them. We will try to resolve Your complaint through the process outlined below and aim to work within the given timeframes to resolve the complaint. If Your complaint is not resolved within 45 days, You may wish to access external review options.

Step 1. Please contact Us

The first thing You should do is contact Us about Your concerns. Please provide Us with the best telephone number or e-mail address to reach You at. One of Our consultants will be in touch to try and resolve the complaint for You. If not, they will refer You to, or You may request to speak to a manager.

E-mail: contact@sharecover.com

Web: <https://sharecover.com/contact>

The consultant or manager will attempt to respond to Your complaint as soon as possible. If they require more information, they will aim to respond within 15 business days of receipt of Your complaint.

Step 2. Contact Customer Relations

If the manager cannot resolve Your complaint, You may request the matter be referred to Our Customer Relations area or You can choose to contact them via the following options:

Telephone: 1800 045 517

E-mail: customer.relations@iag.com.au – Attention: Customer Relations

Mail: Customer Relations

Reply Paid 89824

Sydney NSW 2001

Free post (no stamp required)

Customer Relations will treat Your complaint as a dispute and assign one of their staff members to conduct an independent review of the matter. Customer Relations will contact You with a decision usually within 15 business days of receiving Your dispute.

Step 3. Seek an external review

If You are unhappy with the decision, You may wish to seek an external review with the Australia Financial Complaints Authority (AFCA):

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (freecall)

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

Subrogation

Subject to the *Insurance Contracts Act 1984 (Cth)*, We have the right to recover any amount paid by Us from any person You may be able to hold liable (this is termed a subrogation right) and:

- We will have full discretion in the conduct, defence or settlement of any claim and the right to take any action in Your name;

- You will provide Us with all documents and information We require to conduct any action in Your name; and
- You and any other party entitled to recovery under the Policy must provide Us with all information and co-operation We may require in a timely fashion when requested by Us.

The General Insurance Code of Practice (Code)

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
- to promote continuous improvement of the general insurance industry through education and training.

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

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code or Code Governance Committee.

Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the unlikely event that IAL becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from <http://www.fcs.gov.au>.

Governing law

This contract is governed by the law of the Australian State or Territory where the property insured under this Policy is kept.

Currency

All dollar values described in Your Policy are a reference to the lawful currency of Australia.

GST

All dollar values described in Your Policy include GST, unless We say they don't. If You are a business registered or required to be registered for GST purposes, then You must tell Us:

- Your Australian Business Number (ABN); and
- the percentage of any input tax credit You have claimed or are entitled to claim on the Premium.

Section 1: Buildings Cover

What is covered

If Your Certificate shows You have 'Buildings Cover', We will cover You against loss or damage to Your Rental Property caused by one of the following listed events occurring at the Site during the Period of Insurance.

1. Accident

Loss or damage caused by Accident but not:

- misplacement or failure to locate any item;
- loss or damage:
 - o to retaining walls;
 - o to electronic equipment or data as a result of an electronic malfunction or failure, a mechanical malfunction or failure, or a virus or processing error;
 - o caused by inherent or structural defects;
 - o caused by any animals kept at Your Site;
 - o by any process of cleaning involving the use of chemicals;
 - o caused by mildew or algae; or
 - o made by water entering Your Rental Property through an opening made for the purpose of alterations, additions, renovations or repairs; or
 - o any claim under any of the listed events 2), 3), 4), 5), 6), 7), 8), 9), 10), 11), 12), 13), 14) or 15) or which is excluded by any of the exclusions to these listed events.

2. Animal damage

Loss or damage by an animal not kept at Your Site but not loss or damage caused by:

- vermin and insects; or
- birds pecking, scratching or biting.

3. Broken glass

Loss or damage that is unintentional and where there is a fracture that extends through the entire thickness of glass panels in Fixtures, cooktop or oven door, vitreous china or acrylic or fibreglass fixed shower base, bath, spa bath, basin, sink, toilet, bidet or sanitary Fixtures to the item is unintentionally broken and has a fracture that extends through its entire thickness but not:

- an item that broke because heat was directly applied to it;
- glass in a greenhouse or glasshouse;
- water or sewerage pipes; or
- any loss or damage caused by the broken item.

We will also cover the reasonable cost to reconnect any electrical components to the item.

4. Earthquake or tsunami

Loss or damage by earthquake or tsunami but not loss or damage:

- caused by actions of the sea or movements of the sea;
- that occurs more than 72 hours after the earthquake or tsunami; or
- caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement unless it occurs within 72 hours of, and as a direct result of, an earthquake or tsunami.

5. Explosion

Loss or damage by explosion or landslide or subsidence that immediately follows an explosion but only if there is physical evidence of the explosion but not loss or damage:

- to the item that exploded; or
- caused by any flammable substance kept at or brought into the Rental Property or the Site if it is in breach of statutory regulations.

6. **Fire**

Loss or damage by fire including bushfire or grassfire but not:

- loss or damage if the fire was started with the intention to cause damage by You or someone who enters Your Rental Property or Site with Your consent (this does not include a Tenant or their guest);
- loss or damage within 48 hours of the commencement of this Policy unless:
 - o You took out this Policy immediately after another insurance policy covering the same Rental Property ended without a break in cover; or
 - o You had entered into a contract of sale to purchase (or contract to lease) Your Rental Property and took out this Policy for Your Rental Property prior to taking possession of Your Home;
- if the fire was started with the intention to cause damage by You, Your Family or someone living with You;
- loss or damage from smoke, scorching, burn marks or melting unless the Home has caught on fire;
- smoke damage caused by smoking of cigarettes, pipes, cigars, vapes or any drug use; or
- loss or damage caused to a heat or fire-resistant item including but not limited to a cooking appliance if it ignites or combusts.

7. **Flood**

Loss or damage by Flood but not loss or damage:

- caused by storm or rainwater;
- caused by actions of the sea or movements of the sea;
- caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement unless it occurs within 72 hours of, and as a direct result of, Flood;
- to, or the cost of replacing or storing, water from tanks, swimming pools or spas; or
- to the liners or covers of any tank, swimming pool or spa; or
- the costs of cleaning any contents.

8. **Impact**

Loss or damage by impact from aerials, masts, flagpoles, satellite dishes, vehicles, watercraft, animals, trees or branches, but not:

- loss or damage to an aerial itself;
- loss or damage caused by tree cutting, lopping or felling on the Site; or
- costs to remove a tree or stump unless it caused loss or damage to the Rental Property.

9. **Lightning or thunderbolt**

Loss or damage from lightning or thunderbolt including power surge caused by lightning but not:

- any claims where the Australian Government Bureau of Meteorology has no record of lightning in the areas where the Rental Property is located at the time of loss or damage;
- loss or damage without written confirmation from a qualified repairer confirming lightning was the cause of the loss or damage; or
- loss or damage caused by power failures or surges caused by a power provider.

10. **Riot or civil commotion**

Loss or damage from riot or civil commotion, but not loss or damage:

- arising more than 72 hours from the commencement of any riot or civil commotion; or
- caused by You, Your Family or someone living with You.

For this event, the most We pay for any loss or damage or costs is \$5,000 for any one claim.

11. Storm or rainwater

Loss or damage from storm or rainwater but not loss or damage:

- caused by Flood;
- caused by wind, rainwater, hail or snow penetrating the Rental Property as a result of faulty design of the Rental Property or faulty workmanship in its construction;
- caused by wind, rainwater, hail or snow penetrating the Rental Property as a result of structural alterations, additions, renovations or repairs;
- caused by actions of the sea or movements of the sea;
- caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement unless it occurs within 72 hours of, and as a direct result of, a storm;
- to the liners or covers of a tank, swimming pool or spa;
- to, or the cost of replacing or storing, water from tanks, swimming pools or spas;
- to swimming pools or spas and their parts or underground tanks caused by water running down the sides, against the side or getting underneath; or
- due to a defect that the You or anyone managing the Rental Property on Your behalf, were aware of or should reasonably have been aware of.

12. Tenant damage

Loss or damage caused by a Tenant, Tenant's family, Tenant's guest or Tenant's Pet kept at the Site, including vandalism or a malicious act, intentional and deliberate damage, negligent damage, unauthorised alterations or contamination caused by the manufacture, storage, or distribution of illegal drugs provided that:

- You have a written Rental Agreement in place that states the:
 - o term of the rental period; and
 - o amount of the Rent and Bond the Tenant needs to pay; and
- We will deduct the amount of any Bond that is shown on Your written Rental Agreement from any claim.

We will not cover any loss or damage caused by a Tenant, Tenant's family, Tenant's guest or Tenant's Pet if We have previously paid a claim under the same Tenancy for:

- loss of rent
- theft or attempted theft by a Tenant or their guest, or
- damage by Tenant.

13. Theft or attempted theft

Loss or damage by theft or attempted theft provided that if the theft or attempting theft is by a Tenant, Tenant's family or Tenant's guest:

- You have a written Rental Agreement in place that states the:
 - o term of the rental period; and
 - o amount of the Rent and Bond the Tenant needs to pay; and
- We will deduct the amount of any Bond that is shown on Your written Rental Agreement from any claim.

We will not cover theft or attempted theft:

- by You, Your Family or someone living with You; or
- by a Tenant, Tenant's family or Tenant's guest if We previously paid a claim under the same Rental Agreement for:
 - o loss of rent
 - o theft or attempted theft by a Tenant, Tenant's family or Tenant's guest, or
 - o vandalism or a malicious or intentional act by a Tenant, Tenant's family or Tenant's guest.

14. Vandalism or a malicious or intentional act

Loss or damage caused by vandalism or a malicious act or an intentional act by someone other than a Tenant or a Tenant's guest but not:

- loss or damage by someone who enters the Rental Property or Site with Your consent; or
- by You, Your Family or someone living with You.

15. **Water and oil leaks**

Loss or damage from:

- water or oil leaking or escaping from:
 - o gutters, drainpipes or pipes located at or on the Site;
 - o water mains or water supply pipes;
 - o sanitary Fixtures – for example, baths or toilets;
 - o appliances – for example, washing machines or dishwashers;
 - o waterbeds;
 - o aquariums;
 - o water tanks; or
 - o swimming pools.
- oil leaking from a fixed heating system or sealed portable heater; and
- landslide or subsidence that happens immediately as a direct result of the water or oil leak referred to above.

We will also cover the costs to locate the cause of damage (if We agree to pay these costs before You make any arrangements).

We will not cover loss or damage caused by:

- storm, Flood, rainwater run-off, storm surge or actions of the sea;
- water leaking or escaping from a shower recess or shower base;
- erosion, deterioration, collapse, shrinkage or any other earth movement; or
- costs to repair or replace the item that the water or oil leaked or escaped from.

We provide cover up to the 'Buildings' sum insured shown on the Certificate.

Section 2: Buildings Cover additional benefits

If Your Certificate shows You have 'Buildings Cover' We will also provide the following additional benefits. These additional benefits are included within the 'Buildings' sum insured shown on the Certificate unless stated otherwise.

Building materials

If You are renovating or altering Your Rental Property, We will cover Your building materials (for example, bricks, tiles or timber) and items to be fitted to Your Rental Property (for example, an oven or dishwasher) for loss or damage occurring during the Period of Insurance caused by an event You are covered for under Section 1 'Buildings Cover'.

We will pay up to a maximum of \$1,000 for these items for all claims in the Period of Insurance. This additional benefit is paid on top of Your 'Buildings' sum insured shown on the Certificate.

There is no cover under this additional benefit for sand, gravel or soil.

Burn out of electric motors

If an electric motor (up to 15 years old) that is part of Your Rental Property at the Site burns out during the Period of Insurance We will cover the costs to repair or replace the motor including costs for the service call, parts and labour charges.

We will not cover:

- an electric motor that:
 - o is covered by a warranty;
 - o is used for a business, trade or profession; or
 - o You do not keep at the Site; or
- the cost to remove or re-install submerged or underground motors.

Demolishing and removing debris

If Your Rental Property suffers loss or damage as a result of an event We have agreed to cover under Section 1 'Buildings Cover', We will also cover the costs required as a result of the loss or damage to demolish and remove debris and make the Site safe (for example, the costs to install temporary fencing around the damaged area) provided We agree to pay these costs before they are incurred.

Furniture and furnishings – non Strata scheme

If Your Rental Property is not under a Strata or similar scheme, We will cover Your furniture, furnishings or carpets in Your Rental Property for Tenants' for loss or damage occurring during the Period of Insurance caused by an event You are covered for under Section 1 'Buildings Cover'.

We will pay up to a maximum of 10% of the 'Buildings' sum insured shown on the Certificate to repair or replace the furniture, furnishings or carpets.

We will not cover loss or damage:

- caused intentionally by You, or someone (other than Your Tenant) who enters Your Rental Property or Site with Your consent; or
- to any electrical or electronic items (for example, TVs and stereos).

Keys and locks

If Your Rental Property suffers loss or damage as a result of theft and We have agreed to cover this event under Section 1 'Buildings Cover' and the keys or access codes to an external door or window lock to Your Rental Property are stolen during that theft, We will pay the reasonable costs to repair, replace or recode the keys locks, sensors and barrels.

We will pay up to a maximum of \$800 for any claim.

We will not provide cover under this additional benefit if:

- We previously paid a claim under the same Rental Agreement or agreement with the Tenant for:
 - o loss of rent
 - o theft or attempted theft by a Tenant, Tenant's family or Tenant's guest; or
 - o vandalism or a malicious or intentional act by a Tenant, Tenant's family or Tenant's guest; or
- keys are the only things that are stolen during the theft.

Meeting building regulations

If Your Rental Property suffers loss or damage as a result of an incident We have agreed to cover under Section 1 'Buildings Cover' and You need to meet current building regulations to repair or rebuild the part of Your Rental Property that was damaged, We will cover the reasonable costs to meet current building regulations to repair or rebuild the part of Your Rental Property that was damaged.

We must agree to pay the costs before they are incurred.

We will not cover the costs to meet building regulations:

- that Were already in place when Your Rental Property was built, renovated or altered;
- for undamaged parts of Your Rental Property (for example, installing insulation in ceilings that were not damaged);
- that You were ordered or required to comply with before the loss or damage occurred; or
- that You would have been required to meet whether or not the loss or damage had occurred.

Mortgagee discharge costs

If We accept a claim for loss or damage to Your Rental Property and pay You the 'Buildings' sum insured shown on the Certificate and You need to discharge any mortgage over Your Rental Property, We will cover the administrative costs to discharge any mortgage over Your Rental Property.

This additional benefit is paid on top of Your 'Buildings' sum insured shown on the Certificate.

Rebuilding fees

If Your Rental Property suffers loss or damage as a result of an incident that We have agreed to cover under Section 1 'Buildings Cover' and You need to pay certain fees to repair or rebuild Your Rental Property, We will pay:

- the reasonable fees for architects, engineers or surveyors; and
- any fees We agree You need to pay to meet the requirements of a statutory authority, provided We agree to pay these costs before they are incurred.

We will not cover:

- any costs for rebuilding any part of Your Rental Property that was an illegal construction;
- any fees or costs or rebuilding that You were ordered or required to pay or comply with before the loss or damage occurred;
- any fees or costs or rebuilding if a statutory authority served a notice on You before the incident took place;
- the costs of any party that You have engaged to prepare, advise on or negotiate a claim under this Policy;
- any costs relating to undamaged parts of Your Rental Property; or
- any costs that You would have been required to meet whether or not the loss or damage had occurred.

Removal of Tenant's possessions

If Your Rental Property suffers loss or damage as a result of an incident We have agreed to cover under Section 1 'Buildings Cover' and Your Tenant has vacated as a direct result of that loss or damage leaving their possessions at the Rental Property, We will pay the reasonable costs for the lawful removal and disposal of Tenant's possessions.

We will pay up to a maximum of \$500 for all claims during any one Period of Insurance.

We do not provide cover under this additional benefit if We previously paid a claim under the same Rental Agreement or agreement with the Tenant for:

- loss of Rent;
- theft or attempted theft by a Tenant, Tenant's family or Tenant's guest; or
- vandalism or a malicious or intentional act by a Tenant, Tenant's family or Tenant's guest.

If You have 'Buildings Cover' and 'Contents Cover', We will only pay this additional benefit or the 'Removal of Tenant's possessions' additional benefit under the 'Contents Cover additional benefits' for any one incident and We will not pay both.

Section 3: Contents Cover

What is covered

If Your Certificate shows You have 'Contents Cover', We will cover You against loss or damage to Your Contents caused by one of the following listed events occurring at the Site during the Period of Insurance.

1. Accident

Loss or damage caused by Accident but not:

- misplacement or failure to locate any item;
- loss or damage:
 - o to retaining walls;
 - o to electronic equipment or data as a result of an electronic malfunction or failure, a mechanical malfunction or failure, or a virus or processing error;
 - o caused by inherent or structural defects;
 - o caused by any animals kept at Your Site;
 - o by any process of cleaning involving the use of chemicals;
 - o caused by mildew or algae; or
 - o made by water entering Your Rental Property through an opening made for the purpose of alterations, additions, renovations or repairs; or
 - o any claim under any of the listed events 2), 3), 4), 5), 6), 7), 8), 9), 10), 11), 12), 13), 14) or 15) or which is excluded by any of the exclusions to these listed events.

2. Animal damage

Loss or damage by an animal not kept at Your Site but not loss or damage caused by:

- vermin and insects; or
- birds pecking, scratching or biting.

3. Broken glass

Loss or damage that is unintentional and where there is a fracture that extends through the entire thickness of fixed glass in Your furniture (including outdoor furniture), a light fitting, a mirror or picture but not:

- glass that is in a television, radio or computer equipment; or
- any loss or damage caused by the broken item.

4. Earthquake or tsunami

Loss or damage by earthquake or tsunami but not loss or damage:

- caused by actions of the sea or movements of the sea;
- that occurs more than 72 hours after the earthquake or tsunami; or
- caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement unless it occurs within 72 hours of, and as a direct result of, an earthquake or tsunami.

5. Explosion

Loss or damage by explosion or landslide or subsidence that immediately follows an explosion but only if there is physical evidence of the explosion but not loss or damage:

- to the item that exploded; or
- caused by any flammable substance kept at or brought into the Rental Property or the Site if it is in breach of statutory regulations.

6. Fire

Loss or damage by fire including bushfire or grassfire but not:

- loss or damage if the fire was started with the intention to cause damage by You or someone who enters Your Rental Property or Site with Your consent (this does not include a Tenant or their guest);
- loss or damage within 48 hours of the commencement of this Policy unless:
 - o You took out this Policy immediately after another insurance policy covering the same Contents ended without a break in cover; or
 - o You had entered into a contract of sale to purchase (or contract to lease) Your Rental Property and took out this Policy for Your Contents prior to taking possession of Your Home;
- if the fire was started with the intention to cause damage by You, Your Family or someone living with You;
- loss or damage from smoke, scorching, burn marks or melting unless the Home has caught on fire;
- smoke damage caused by smoking of cigarettes, pipes, cigars, vapes or any drug use; or
- loss or damage caused to a heat or fire-resistant item including but not limited to a cooking appliance if it ignites or combusts.

7. **Flood**

Loss or damage by Flood but not loss or damage:

- caused by storm or rainwater;
- caused by actions of the sea or movements of the sea;
- caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement unless it occurs within 72 hours of, and as a direct result of, Flood;
- to, or the cost of replacing or storing, water from tanks, swimming pools or spas; or
- to the liners or covers of any tank, swimming pool or spa; or
- the costs of cleaning any contents.

8. **Impact**

Loss or damage by impact from aerials, masts, flagpoles, satellite dishes, vehicles, watercraft, animals, trees or branches, but not:

- loss or damage to an aerial itself;
- loss or damage caused by tree cutting, lopping or felling on the Site; or
- costs to remove a tree or stump unless it caused loss or damage to the Rental Property.

9. **Lightning or thunderbolt**

Loss or damage from lightning or thunderbolt including power surge caused by lightning but not:

- any claims where the Australian Government Bureau of Meteorology has no record of lightning in the areas where the Rental Property is located at the time of loss or damage;
- loss or damage without written confirmation from a qualified repairer confirming lightning was the cause of the loss or damage; or
- loss or damage caused by power failures or surges caused by a power provider.

10. **Riot or civil commotion**

Loss or damage from riot or civil commotion but not loss or damage:

- arising more than 72 hours from the commencement of any riot or civil commotion; or
- caused by You, Your Family or someone living with You.

For this event, the most We pay for any loss or damage or costs is \$5,000 for any one claim.

11. **Storm or rainwater**

Loss or damage from storm or rainwater but not loss or damage:

- caused by Flood;
- caused by wind, rainwater, hail or snow penetrating the Rental Property as a result of faulty design of the Rental Property or faulty workmanship in its construction;

- caused by wind, rainwater, hail or snow penetrating the Rental Property as a result of structural alterations, additions, renovations or repairs;
- caused by actions of the sea or movements of the sea;
- caused by erosion, vibration, subsidence, landslip, landslide, mudslide, collapse, shrinkage or any other earth movement unless it occurs within 72 hours of, and as a direct result of, a storm;
- to the liners or covers of a tank, swimming pool or spa;
- to, or the cost of replacing or storing, water from tanks, swimming pools or spas;
- to swimming pools or spas and their parts or underground tanks caused by water running down the sides, against the side or getting underneath; or
- due to a defect that the You or anyone managing the Rental Property on Your behalf, were aware of or should reasonably have been aware of.

12. Tenant damage

Loss or damage caused by a Tenant, Tenant's family, Tenant's guest or Tenant's Pet kept at the Site, including vandalism or a malicious act, intentional and deliberate damage, negligent damage, unauthorised alterations or contamination caused by the manufacture, storage, or distribution of illegal drugs provided that:

- You have a written Rental Agreement in place that states the:
 - o term of the rental period; and
 - o amount of the Rent and Bond the Tenant needs to pay; and
 - We will deduct the amount of any Bond that is shown on Your written Rental Agreement from any claim.
- We will not cover any loss or damage caused by a Tenant, Tenant's family, Tenant's guest or Tenant's Pet if We have previously paid a claim under the same Tenancy for:
- loss of rent
 - theft or attempted theft by a Tenant or their guest, or
 - damage by Tenant.

13. Theft or attempted theft

Loss or damage by theft or attempted theft provided that if the theft or attempting theft is by a Tenant, Tenant's family or Tenant's guest:

- You have a written Rental Agreement in place that states the:
 - o term of the rental period; and
 - o amount of the Rent and Bond the Tenant needs to pay; and
- We will deduct the amount of any Bond that is shown on Your written Rental Agreement from any claim.

We will not cover theft or attempted theft:

- by You, Your Family or someone living with You; or
- by a Tenant, Tenant's family or Tenant's guest if We previously paid a claim under the same Rental Agreement for:
 - o loss of rent
 - o theft or attempted theft by a Tenant, Tenant's family or Tenant's guest, or
 - o vandalism or a malicious or intentional act by a Tenant, Tenant's family or Tenant's guest.

14. Vandalism or a malicious or intentional act

Loss or damage caused by vandalism or a malicious act or an intentional act by someone other than a Tenant or a Tenant's guest but not:

- loss or damage by someone who enters the Rental Property or Site with Your consent; or
- by You, Your Family or someone living with You.

15. Water and oil leaks

Loss or damage from:

- water or oil leaking or escaping from:
 - o gutters, drainpipes or pipes located at or on the Site;
 - o water mains or water supply pipes;
 - o sanitary Fixtures – for example, baths or toilets;
 - o appliances – for example, washing machines or dishwashers;
 - o waterbeds;
 - o aquariums;
 - o water tanks; or
 - o swimming pools.
- oil leaking from a fixed heating system or sealed portable heater; and
- landslide or subsidence that happens immediately as a direct result of the water or oil leak referred to above.

We will also cover the costs to locate the cause of damage (if We agree to pay these costs before You make any arrangements).

We will not cover loss or damage caused by:

- storm, Flood, rainwater run-off, storm surge or actions of the sea;
- water leaking or escaping from a shower recess or shower base;
- erosion, deterioration, collapse, shrinkage or any other earth movement; or
- costs to repair or replace the item that the water or oil leaked or escaped from.

We provide cover up to the 'Contents' sum insured shown on the Certificate.

Section 4: Contents Cover additional benefits

If Your Certificate shows You have 'Contents Cover' We will also provide the following additional benefits. These additional benefits are included within the 'Contents' sum insured shown on the Certificate unless stated otherwise.

Burn out of electric motors

If an electric motor (up to 15 years old) that is part of Your Contents at the Site burns out during the Period of Insurance We will cover the costs to repair or replace the motor including costs for the service call, parts and labour charges.

We will not cover:

- an electric motor that:
 - o is covered by a warranty;
 - o is used for a business, trade or profession; or
 - o You do not keep at the Site; or
- the cost to remove or re-install submerged or underground motors.

Fixtures – Strata scheme

If Your Rental Property is under a Strata or similar scheme, We will cover You for loss or damage to any:

- built-in furniture and cupboards;
- stove;
- hot water service;
- shower screen;
- paint or wallpaper;
- temporary wall, floor and ceiling covers;
- built-in air-conditioner;
- fixed awnings;
- solar panels;
- floating floorboards; or
- Fixture or structural improvement servicing Your unit or lot which the Owners Corporation or similar is not required by law to insure or does not insure,

within or attached to the Rental Property caused by an event You are covered for under Section 2 'Contents Cover' during the Period of Insurance.

We will not cover:

- any items that are covered by an insurance policy taken out by an Owners' Corporation or similar body;
- any items that are part of common property; or
- loss or damage caused intentionally by You or someone (other than Your Tenant) who enters Your Rental Property or Site with Your consent.

Fumigation

In the event that a Tenant dies during the Period of Insurance, We will pay for the reasonable costs of necessary fumigation and cleaning the Rental Property.

We will pay up to a maximum of \$5,000 for all claims during any one Period of Insurance.

Keys and locks

If a key for an external lock to Your Rental Property:

- is stolen during a theft at Your Site during the Period of Insurance; or
- is not returned to You upon termination of a Tenancy,

We will pay up to \$800 to replace the key to Your Rental Property and the lock barrels it operates.

We will not provide cover under this additional benefit:

- if We previously paid a claim under the same Rental Agreement or agreement with the Tenant for:
 - o loss of rent
 - o theft or attempted theft by a Tenant, Tenant's family or Tenant's guest; or
 - o vandalism or a malicious or intentional act by a Tenant, Tenant's family or Tenant's guest;
- for a key not returned to You upon termination of a Tenancy if the Tenant was not required to return the keys under the terms of the relevant Rental Agreement; or
- keys are the only things that are stolen during the theft.

Removal of debris

If Your Contents suffer loss or damage as a result of an incident We have agreed to cover under Section 3 'Contents Cover', We will pay the reasonable costs of removing any Contents debris from the Rental Property.

We will pay up to a maximum of 15% of the Contents sum insured shown on Your Certificate.

Removal of Tenant's possessions

If Your Contents suffer loss or damage as a result of an incident We have agreed to cover under Section 3 'Contents Cover' and Your Tenant has vacated as a direct result of that loss or damage leaving their possessions at the Rental Property, We will pay the reasonable costs for the lawful removal and disposal of Tenant's possessions.

We will pay up to a maximum of \$500 for all claims during any one Period of Insurance.

We do not provide cover under this additional benefit if We previously paid a claim under the same Rental Agreement or agreement with the Tenant for:

- loss of Rent;
- theft or attempted theft by a Tenant, Tenant's family or Tenant's guest; or
- vandalism or a malicious or intentional act by a Tenant, Tenant's family or Tenant's guest.

If You have 'Buildings Cover' and 'Contents Cover', We will only pay this additional benefit or the 'Removal of Tenant's possessions' additional benefit under the 'Buildings Cover additional benefits' for any one incident and We will not pay both.

Section 5: Loss of Rent Cover

What is covered

If Your Certificate shows You have 'Loss of Rent Cover' We will cover You for the loss of Rent You incur as set out in this section 5. We will cover You for the loss of Rent as set out in this section calculated in 'How We pay Your claim for Loss of Rent Cover' in Section 9 'Claims'.

The following cover is provided in addition to the 'Buildings' sum insured and/or 'Contents' sum insured (as applicable).

Loss of Rent caused by Your Tenant

If Your Tenant:

- stops paying Rent;
- passes away;
- leaves the Rental Property without giving You notice;
- leaves unpaid Rent at the end of their Rental Agreement;
- leaves through a Rental Agreement termination notice or court/tribunal order due to their Rent being in arrears;
- is released from their Rental Agreement obligations by a court due to hardship; or
- has refused to pay Rent and will not vacate Your property following the service of an eviction order from a court or tribunal against them or the police attend to carry out the eviction,

during the Period of Insurance, We will cover You for the loss of Rent You incur commencing from the time the Rent becomes overdue until the earliest of:

- o the date You relet the Rental Property;
- o the Tenant's Rental Agreement expires;
- o payment of Rent recommences; or
- o We pay You \$18,000 under this cover.

The most We pay under this 'Loss of Rent caused by Your Tenant' cover is \$18,000 for any claim, inclusive of up to \$10,000 of legal costs.

Loss of Rent during repairs

If:

- Your Rental Property suffers loss or damage as a result of an event which We have agreed to cover under Section 1 'Buildings Cover'; or
- Your Rental Property is under a Strata or similar scheme and You are insured under Section 3 'Contents Cover' and Your Rental Property suffers loss or damage during the Period of Insurance by an event which would be covered under Section 1 'Buildings Cover',

and We agree that Your Tenants cannot live in the Rental Property while it is repaired or rebuilt, We will cover You for the loss of Rent You incur as a direct result of the Tenants moving out of the Rental Property for the repair or rebuilding work from the date the Tenants move out of the Rental Property until the earliest of:

- the date the repair or rebuilding works are completed;
- the date You relet the Rental Property;
- the date the Tenants move back into the Rental Property;
- 52 weeks after the loss or damage occurred; or

- when We have paid \$52,000 under this cover.

The most We pay under this 'Loss of Rent during repairs' cover is \$52,000 for any claim.

Loss of Rent – uninhabitable or unsafe

If Your Rental Property uninhabitable or unsafe to provide accommodation for a period of at least 5 days as determined by Our assessor or agent as a direct result of:

- an event which We have agreed to cover under Section 1 'Buildings Cover' or Section 3 'Contents Cover'; or
- murder or suicide, or attempted murder or suicide,

at the Rental Property during the Period of Insurance, We will cover You for the loss of Rent You incur as a direct result of the Rental Property being uninhabitable or unsafe to provide accommodation from the date of the event, murder, suicide, attempted murder or attempted suicide until the earliest of:

- o the date We determine the Rental Property is habitable or safe to provide accommodation;
- o the date You relet the Rental Property;
- o the date the Tenants move back into the Rental Property;
- o 52 weeks after the date of the event, murder, suicide, attempted murder or attempted suicide if the claim is under Section 1 'Buildings Cover';
- o 6 weeks after the date of the event, murder, suicide, attempted murder or attempted suicide if the claim is under Section 3 'Contents Cover'; or
- o when We have paid \$52,000 under this cover.

We will only cover You under this 'Loss of Rent – uninhabitable or unsafe' cover if:

- the Rental Property was tenanted immediately prior to, or at the time of, it becoming uninhabitable or unsafe;
or
- You can demonstrate that the Rental Property would have been tenanted had the event, murder, suicide, attempted murder or attempted suicide not occurred.

The most We will pay under this 'Loss of Rent – uninhabitable or unsafe' cover is \$52,000 for any claim.

Prevention of access

If Your Tenant does not have access to Your Rental Property as a result of physical damage to another building (but not Your Rental Property or the complex in which Your Rental Property is located) in its immediate vicinity during the Period of Insurance caused by a listed event which would be covered under Section 1 'Buildings Cover' (but not loss or damage caused by a Tenant, Tenant's family, Tenant's guest or Tenant's Pet kept at the Site), We will cover You for the loss of Rent You incur as a direct result of the Tenant not having access to the Rental Property from the date access was first prevented until the earliest of:

- when access is restored;
- 52 weeks after the date access was first prevented; or
- We pay You \$52,000 under this cover.

We will only cover You under this 'Prevention of access' cover if:

- the Rental Property was tenanted immediately prior to, or at the time of, access being prevented; or
- You can demonstrate that the Rental Property would have been tenanted had the damage to another building not occurred.

The most We will pay under this 'Prevention of access' cover is \$52,000 for any claim.

Death of a sole Tenant

In the event that a Tenant who is the sole person listed on the Rental Agreement for the Rental Property dies during the Period of Insurance, We will cover You for the loss of Rent You incur from the time the Rent becomes overdue until the earliest of:

- the date You relet the Rental Property;
- 52 weeks after the date of the Tenant's death; or
- when We have paid \$52,000 under this cover.

We will not cover any loss of Rent:

- if the Tenant had given You or the property manager notice of termination in accordance with the Rental Agreement prior to the Tenant's death; or
- if You or the property manager had given the Tenant notice of termination in accordance with the Rental Agreement or relevant legislation prior to the Tenant's death.

Re-letting expenses in excess of the Bond

If You are required to re-let Your Rental Property as a result of an event which We have agreed to cover under this Section 5 'Loss of Rent Cover, We will also cover re-letting expenses that exceed the amount of the Bond but only if:

- the Bond has been collected from the Tenant; and
- the Bond has been fully exhausted.

We will not cover any re-letting expenses:

- where costs exceed the limit for the event which We have agreed to cover under this Section 5 'Loss of Rent Cover';
- the Bond has been reduced for any reason; or
- if the re-letting expenses do not exceed the Bond.

The most We will pay under this 'Re-letting expenses in excess of the Bond' cover is \$500 during the Period of Insurance.

What is not covered

You are not covered under Section 5 'Loss of Rent Cover':

- if We previously paid a claim under the same Rental Agreement or Agreement with the Tenant for loss of Rent;
- for any loss of Rent during any time You live in the Rental Property;
- for any loss of Rent as a direct result of a claim for:
 - o theft or attempted theft by a Tenant, Tenant's family or Tenant's guest; or
 - o vandalism or a malicious or intentional act by a Tenant, Tenant's family or Tenant's guest;
- if Your Tenant is behind in Rent payments before Your Policy starts;

- loss of Rent for any period before the commencement of the Period of Insurance; or
- costs incurred or charged by the property manager on Your behalf including but not limited to representation costs associated with the release of the Tenant's Bond, court or tribunal filing fees, lodgement or application fees or preparing an insurance claim;
- for inability to rent or lease Your Rental Property due to adverse market conditions. If You are not specifically covered under one of the events covered under this Section 5 'Loss of Rent Cover' and market conditions are such that there is a vacancy between tenancies, You are not covered for any loss of Rent during such vacancy;
- for any alternative accommodation costs for any Tenant as a result of Your Rental Property being uninhabitable or unsafe or otherwise unable to be occupied for any reason.

Conditions

The following conditions apply to Section 5 'Loss of Rent Cover':

- You can only claim loss of Rent under either 'Buildings Cover' or 'Contents Cover' and You can't claim under both.
- You must have a written Rental Agreement that states the:
 - term of the rental period; and
 - amount of Rent and Bond Your Tenant needs to pay.
- We may reduce or refuse Your claim under 'Loss of Rent caused by Your Tenant' if You or Your property manager:
 - fail or delay in issuing Rent arrears and/or termination notices to the Tenant; or
 - fail to pursue or delay pursuing a court or tribunal order for the eviction of the Tenant following the expiry of the breach or termination notice,
 in accordance with relevant legislation.
- You or Your property manager must take all reasonable steps to repair and relet Your Rental Property if You discover loss or damage or Your Tenant moves out of the Rental Property. If You or Your property manager do not take these steps, We will only pay under this Section 5 for the time until it was reasonable to have repaired or relet the Rental Property.
- If You cause unreasonable delays in commencing or carrying out any repair or rebuilding work, We will reduce the amount We pay for Your claim under this Section 5 to take into account any loss of Rent that results from Your delay.

Section 6: Liability Cover

What is covered

If You have 'Buildings Cover', this Policy covers Your legal liability to pay compensation for:

- Personal Injury to; or
- Damage to Property of,

someone else arising out of an incident in the Rental Property or at the Site and for which You are responsible as an owner of Your Rental Property or the Site.

If You have 'Contents Cover', this Policy covers Your legal liability to pay compensation for:

- Personal Injury to; or
- Damage to Property of,

someone else arising out of an incident in the Rental Property or at the Site for which You are responsible.

We provide cover up to \$20,000,000 for all claims arising from any one incident. This includes the legal costs for our lawyers to handle the claim made against You.

If Your Rental Property is under a Strata or similar scheme, We will also cover Your legal liability to pay compensation for loss or damage to a common area of the Owner's Corporation building caused by a Tenant, Tenant's family, Tenant's pet or Tenant's guest provided that the maximum amount We will pay for such legal liability is \$25,000 for any one claim.

What is not covered

You are not covered under Section 6 'Liability Cover' for any claim:

- for Personal Injury to You, Your Family or anyone who lives with You;
- for Damage to Property owned by:
 - o or in the custody, possession or control of You, Your Family or anyone who lives with You; or
 - o owned by any person employed by You under a contract of service;
- for Your legal liability as owner or occupier of any property except the Rental Property on the Site;
- in connection with any common areas or common property;
- in connection with any property that is insured by the Owner's Corporation if the Rental Property is part of a Strata or similar scheme whether or not that property is contained within Your Rental property and whether or not any excess applies to the Strata title or similar insurance;
- for any exemplary or punitive damages, fines or penalties claimed, ordered or awarded against You, or
- for fines or court costs if You are charged or convicted under a law.
- that arises or results from:
 - o for an incident that occurs outside the Site
 - o an agreement to the extent that in that agreement You take on a legal liability which You would not have had if that agreement had not been made;
 - o any admission of liability or agreement to accept liability for a claim;
 - o any act or omission by You, or a person acting with Your consent, which shows a reckless disregard for the consequences of that act or omission;
 - o a deliberate and unlawful act by You, or a person acting with Your consent;

- any business, trade or profession other than the renting of Your Rental Property for domestic use;
- any professional sporting activity;
- the transmission of a disease by You;
- using or owning a vehicle, aircraft or watercraft;
- landslide or subsidence;
- Your Rental Property or the Site being used for farming;
- asbestos in Your Rental Property or on the Site;
- removing, containing, stopping or cleaning up pollution;
- building work to Your Rental Property or on the site which costs more than \$50,000; or
- any incident caused by an animal.

Conditions

To be entitled to liability cover:

- someone must make a claim against You for an incident that occurs during the Period of Insurance;
- You must lodge a claim with us for Liability Cover; and
- We must agree to pay for any legal or other costs before they are incurred.

Section 7: Tax Audit benefit

What is covered

We will pay the Professional Fees You reasonably and necessarily incur in connection with a Tax Audit relating to the Rental Property insured under this Policy if:

- You are first notified of the Tax Audit during the Period of Insurance, or the Period of Insurance immediately prior to the Period of Insurance, in which the Tax Audit occurs; and
- You are insured under this Policy at the time of the first notification of the Tax Audit; and
- the Tax Audit occurs during the Period of Insurance provided however We will not apply this sub-clause 3) if:
 - o You have sold Your Rental Property and not replaced it; or
 - o You have sold Your Rental Property and replaced it with another property and that property is insured by Us under this Policy at the time the Tax Audit occurs; and
- the Tax Audit relates to a tax return:
 - o You lodged no more than 12 months prior to the original inception date of Your Policy; and
 - o for a financial year that ended no more than three years prior to the first notification date.

The maximum amount We will pay for any one Tax Audit is \$1,000 with a maximum of \$1,000 payable under this additional benefit in any one Period of Insurance.

What is not covered

You are not insured under this Tax Audit benefit:

- if a tax return or document, which is required to be lodged in relation to the Tax Audit, has not been lodged at all, properly or by the due date;
- in relation to a Tax Audit or other audit by any entity other than the Australian Taxation Office;
- in relation to routine enquiries or enquiries from the Australian Taxation Office which are not identified as being either preliminary to, or relating to, a Tax Audit;
- for Professional Fees or any costs of persons of organisations ordinarily resident outside Australia;
- in connection with a fraudulent or criminal act or omission committed by You or with Your knowledge;
- in relation to a dispute with a professional adviser You have engaged;
- in relation to a dispute over a tax, penalty, levy, cost, interest or fine imposed on You or if the Tax Audit is conducted specifically for the purposes of determining if any fine, penalty or prosecution action should be imposed in connection with any act or omission by You, or in connection with any failure, act or omission arising from, or in connection with, Your statutory obligations;
- in relation to Your unreasonable refusal to comply with a request by the Australian Taxation Commission for information or the production of documents;
- for Professional Fees:
 - o incurred more than 12 months after the commencement of the Tax Audit, unless You can show that completion of the Tax Audit has been delayed as a result of the conduct of the Australian Taxation Office;
 - o incurred in relation to tax returns not prepared by a lawyer, an accountant or a registered tax agent;
 - o for any work performed in connection with a prosecution which arises from the Tax Audit or in connection with Your conduct that is assessed to be deliberate evasion or recklessness; or
 - o unless those Professional Fees directly relate to the Rental Property insured under this Policy.

- for any fines, penalties, interest or adjustments to tax, additional tax, duty, government impost or similar, payable under any circumstances;
- if at the commencement of the Tax Audit You are bankrupt within the meaning of the Bankruptcy Act 1966 (Cth), or insolvent or under external administration within the meaning of the Corporations Act 2001 (Cth);
- relating to a Tax Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a tax return in relation to the Tax Audit was not prepared or reviewed by an accountant prior to dispatch;
- if the Tax Audit is commenced or is conducted specifically for the purposes of determining Your taxation liabilities and liability to pay tax, interest, additional tax or penalty as a result of participation in any mass marketed tax avoidance scheme (where the result of participation has resulted from an introduction, proposal or recommendation made by You);
- if the Australian Taxation Office imposes culpability penalties at a rate prescribed by the Australian Taxation Office and You have no reasonably arguable case;
- in relation to any Tax Audit of any form of managed investment;
- to the extent permitted by law, if You breach any conditions in the Policy, including failing to comply with any requirement imposed by any relevant legislation or failing to do what You must do if You intend to make a claim or You make a claim; or
- in relation to any Tax Audit if, prior to commencement of the Period of Insurance, You or any person acting on Your behalf:
 - o received any notice of any proposed Tax Audit;
 - o had information that the Tax Audit was likely to take place; or
 - o had information that would lead a reasonable person in Your position, or in the position of any person acting on Your behalf, to believe that a Tax Audit was likely to have taken place.

Section 8: General exclusions

You will not be covered under any section of this Policy for any loss, damage, destruction or liability arising directly or indirectly or in any way connected with any of the following:

- Tenant neglect, poor housekeeping, or unhygienic living habits;
- rust, corrosion, gradual deterioration, depreciation, wear or tear;
- erosion, including coastal erosion;
- actions of the sea, including:
 - o high tides or king tides;
 - o sea waves;
 - o normal movement or changes in ocean levels,but does not include storm surge;
- subsidence or landslide unless it happens immediately following and as a direct result of:
 - o an earthquake or explosion;
 - o a storm;
 - o a Flood;
 - o rainwater run-off; or
 - o storm surge;
- atmospheric conditions or extreme temperature;
- mould;
- vermin or insects;
- birds pecking, scratching or biting;
- tree lopping or felling on Your Site;
- tree roots;
- radioactivity, or the use or escape of any nuclear fuel, material or waste;
- the lawful seizure, confiscation, nationalisation, or requisition of Your Rental Property or anything else covered by this Policy;
- any war (whether it is formally declared or not), hostilities or rebellion;
- pollutants or contaminants that discharge or escape;
- any Act of Terrorism that involves any biological, chemical, or nuclear pollution, contamination or explosion;
- any intentional act or omission by:
 - o You; or
 - o someone who acts with Your consent;
- rabies, cholera or any disease(s) declared to be a 'listed human disease', or any disease in respect of which a 'biosecurity emergency' or human biosecurity emergency is declared, pursuant to the *Biosecurity Act 2015* (Cth) including any subsequent amendment or replacement or equivalent legislation including delegated legislation;
- a human pandemic, epidemic or any other outbreak of infectious disease including any derivative or mutation of such pandemic, epidemic or disease or the threat or perceived threat of any such pandemic, endemic or outbreak;
- hydrostatic pressure including loss or damage to swimming pools or similar structures;
- any illegal activity You are involved in;
- You not obeying any Commonwealth, State, Territory or local government law, including but not limited to laws relating to installing smoke alarms, pool fencing, failing to install a balcony railing or balustrade when required, dangerous goods and liquids and firearms;

- any pool located at the Site that does not have the relevant government or council certification, such as a certificate of registration and a certificate of compliance;
- mechanical, structural or electrical failure of an item;
- costs arising from any business interruption;
- the cost of reinstalling or replacing electronically stored files;
- the intellectual or sentimental value of an item;
- the settling, shrinkage or expansion in buildings, foundations, walls, or pavements;
- loss or damage to the Site or any reduction in its value;
- items owned by You that are in storage at the Site;
- claims arising from incidents that occur outside the Period of Insurance;
- financial loss or cost arising from:
 - o You breaching the Rental Agreement or breaching Tenancy laws; or
 - o an incident involving Your Tenant where there is no Rental Agreement;
- compensation for distress, inconvenience or other non-financial loss, except if covered under Section 6 'Liability Cover';
- consequential financial loss – for example, loss of profits, except if covered under Section 6 'Liability Cover';
- loss or damage to the Rental Property or Contents that are:
 - o covered by other insurance policies; or
 - o part of common property;
- faulty design or workmanship that You knew about or should have reasonably known about;
- previous damage that has not been repaired;
- maintenance operations;
- repairs or attempted repairs carried out by the Tenant or anyone acting on their behalf;
- You leaving Your Rental Property unoccupied for 30 consecutive days or more and not maintaining it in a lived-in state by:
 - o keeping lawns mowed and gardens tidy;
 - o stopping regular mail and newspaper deliveries; and
 - o organising someone to check inside and outside it at least once a week;
- You not maintaining Your Rental Property in good repair and condition – this means it must be watertight, structurally sound, secure and well maintained;
- You not maintaining Your Site in good repair and condition;
- You illegally keeping explosives, flammable or combustible substances or liquids in Your Rental Property or at the Site; or
- You not taking reasonable care to protect Your Rental Property and Contents against loss or damage.

Section 9: Claims

What You must do and must not do

If You make a claim under this Policy or an incident occurs that might result in a claim, You must:

- take all reasonable steps to prevent further loss, damage or liability;
- tell the police immediately if a criminal or deliberate act caused or might have caused the loss, damage, destruction or liability;
- contact Us as soon as possible and within 30 days on www.sharecover.com following the claim or incident;
- provide Us with any further information We require and allow Us or Our representatives to inspect Your property and quote for any repair or replacement. Any additional loss or damage caused by a delay in notifying Us may not be covered under the Policy;
- provide Us with all relevant evidence in relation to any loss, damage, liability or claim; and
- provide evidence of receipts or other proof of ownership and cost of Contents We require;
- provide evidence of occupancy of Your Rental Property by a Tenant;
- provide Us with the Tenant's contact details including full name, email address, and phone number;
- advise Us if You have used all or part of the Rental Property as security for a loan with a credit provider and provide information about this credit provider; and
- advise Us immediately if You receive any correspondence in relation to a claim or incident.

You must not:

- repair or dispose of or replace any damaged property until We have had an opportunity to inspect it;
- admit liability for any incident, loss, damage or injury; or
- negotiate, pay or settle a claim by or against anyone else for any incident, loss, damage or injury.

What We may do

If an incident occurs that causes loss, damage or injury or a claim is made against You, We may:

- take over and conduct in Your name the defence or settlement of any claim against You and We will have sole discretion in how the defence is conducted or a claim is settled;
- represent You at an inquest or official enquiry; and
- proceed in Your name against any party responsible for the loss, damage or injury and You must not do anything which limits Our right to do so.

How We pay a claim under Buildings Cover and Contents Cover

The maximum amount We will pay for all claims arising from any one event will be the sum insured for 'Buildings' for Your Rental Property or the sum insured for 'Contents' for Your Contents (as applicable) shown on Your Certificate.

You are required to contribute the amount of the Excess to each and every claim under this section of the Policy.

We will deduct the amount of any Bond that is shown on Your written Rental Agreement from any claim for loss or damage to Your Rental Property and/or Contents from the listed events of:

- 'Tenant damage'; or
- 'Theft or attempted theft' if the theft or attempted theft is by a Tenant, Tenant's family or Tenant's guest.

If We agree to cover a claim for loss or damage to Your Rental Property under this Policy, We will (at Our option):

- arrange for repairers, builders and suppliers to repair or rebuild that part of Your Rental Property that was damaged (whichever is the lower cost);
- pay You a cash settlement of the amount it would cost Us to repair or rebuild that part of Your Rental Property that was damaged (whichever is lower); or
- pay You the sum insured for 'Buildings' on the Certificate for Your Rental Property.

We will only repair the damaged parts of Your Rental Property. We don't pay for materials to match the undamaged parts of Your property to create a uniform appearance.

If We agree to cover Your claim for loss or damage to Your Contents under the Policy, We will (at Our option):

- repair the item of Contents;
- replace the item of Contents with an item the same or of similar type and quality;
- pay You a cash settlement of the amount it would cost Us to repair the item of Contents or replace the item of Contents with an item the same or of similar type and quality;
- provide You with store credits to replace the item of Contents from one of Our suppliers (if You agree); or
- pay You the sum insured for 'Contents' on the Certificate for Your Contents.

We will only repair or replace the damaged Contents. We don't pay for Contents to match the undamaged Contents of Your Rental Property to create a uniform appearance.

If an item of Contents consists of a pair or set, We will only cover up to the value of the damaged or lost part or parts. We do not give any allowance for any special value the item may have as a pair or set or for any depreciation in the remaining part or parts.

What happens when You make a claim under Liability Cover

When You make a claim and are entitled to liability cover, We may:

- act for You or arrange for a lawyer to represent You
- attempt to resolve the claim, and/or
- defend the claim in a court or tribunal.

We will decide whether to defend or resolve a claim and how much to pay to resolve a claim.

How We pay a claim under Loss of Rent Cover

If We agree to cover a claim under Section 5 'Loss of Rent Cover', the amount payable will be calculated using the following formula:

$$(A \times B) - C$$

where:

- **A** is the lessor of:
 - o the weekly Rent of the Tenant in accordance with their current Rental Agreement; or
 - o the 'Weekly Rent' sum insured shown on the Certificate.

- **B** is the number of weeks loss of Rent that You are entitled to under the Policy.
- **C** is:
 - o any Bond monies left over after subtracting allowable reletting expenses of general cleaning and carpet cleaning, gardening costs and rubbish removal. Water usage, letting fees, advertising and the cost of minor repairs which are not covered by this or any other insurance as a result of an excess; and
 - o any break fee which the Tenant has paid under the Rental Agreement.

We will then pay the lesser of:

- the amount produced by the formula; or
- the maximum amount payable for the relevant benefit under Section 5 'Loss of Rent Cover'.

Where a claim is possible under more than one of the benefits under Section 5 'Loss of Rent Cover', You may only claim under one of those benefits for any one period of time.

How We settle certain things

When We pay Your claim, We settle certain things in line with the information shown in this section.

Deducting the Bond

If You make a claim under more than one of the following benefits or sections arising out of a single incident, when We settle Your claim, We will only deduct the Bond amount once:

- Loss of Rent Cover;
- the listed event of 'Theft or attempted theft' under Buildings Cover or Contents Cover if the theft or attempted theft is by a Tenant, Tenant's family or Tenant's guest; and/or
- the listed event of 'Tenant damage' under Buildings Cover or Contents Cover.

Loss of rent

If We agree to pay Your claim for loss of rent, We will pay You direct.

Damaged or recovered property

If We settle Your claim:

- for damaged property; or
- for lost or stolen property that is subsequently recovered,

then it becomes Our property, unless We let You keep it.

If We let You keep the damaged or recovered property, then:

- You are free to do whatever You like with it; and
- You are responsible for it and can't abandon it to Us.

Businesses registered for GST

Before We make a payment to You, We will deduct an amount equal to Your input tax credit entitlement. This applies to any amount We pay, including where We state that an amount will include GST.

Any payment We make to settle Your claim will be considered to be made in full even if We have reduced the amount We pay as described above.

Guarantee

If We authorise and arrange Our suppliers, repairers or builders to build, repair or reinstate Your Rental Property, We will guarantee the quality of materials and workmanship of repairs for ten years from completion of the works. This guarantee does not apply to:

- repairs You authorise Yourself;
- any changes You make subsequent to authorised repairs;
- loss, damage or failure of any electrical or mechanical appliance or machine;
- wear or tear that is consistent with normal or gradual deterioration of Your Rental Property; or
- situations where the repairs or rebuilding works were not reasonably maintained.

Credit providers' rights

You may have used all or part of the Rental Property as security for a loan with a credit provider such as a bank, credit union or other type of lender. If You submit a claim for loss or damage to the Rental Property We will ask whether the Rental Property is used as security for a loan with any credit provider.

When You use all or part of the Rental Property as security for a loan with a credit provider:

- We treat the Rental Property as being under a mortgage;
- We treat any statement, act, omission or claim by You as a statement, act, omission or claim by the credit provider; and
- We may recover any payment either in Your name or the credit provider's name.

We may decide to pay You a cash settlement for a claim on a mortgaged Rental Property. If so, We will pay the credit provider the lower of these amounts:

- the sum insured for 'Buildings' on the Certificate; or
- the amount it would have cost Us to repair or rebuild the Rental Property; or
- the balance then owing to the credit provider under the loan or mortgage.

However, We will only pay the credit provider if:

- You advise Us they are an interested party when the claim for loss or damage to the Rental Property is submitted; and
- they give Us any help We ask for.

If We make a payment to a credit provider, then the payment discharges Our obligation to You under this section of the Policy.

Claims payment and Excess payment examples

The following examples are designed to show how a claim payment might be calculated and what amount You may be required to pay. These are examples only, do not cover all scenarios or benefits and do not form part of the Policy terms and conditions.

Claim example 1 – damage to Your Rental Property

Your Certificate shows a 'Buildings' sum insured of \$400,000, a 'Contents' sum insured of \$80,000 and an Excess of \$300 applying to the Policy. During the Period of Insurance, a storm damages the roof and internal ceiling of Your Rental Property and water entering through the damaged roof and ceiling causes damage to the living room walls, floor and carpeting. We accept Your claim Under Section 1 and assess the cost to repair the damage to be \$30,000.

If We arrange a contractor to repair the damage, We would pay the repairer \$29,700 being the cost to of repairs less the Excess. You would pay the \$300 Excess direct to the repairer.

If We agree to pay You a cash settlement, We would pay You \$29,700 being the amount of \$30,000 it would cost Us to repair Your Rental Property less the Excess of \$300.

Claim example 2 – loss or damage to Your Rental Property, Contents and loss of Rent

Your Certificate shows a 'Buildings' sum insured of \$400,000, a 'Contents' sum insured of \$80,000 and an Excess of \$300 applying to the Policy. During the Period of Insurance, the living room floor, walls and roof of Your Rental Property and Contents are damaged by a fire.

We accept Your claim under Section 1 and assess the cost to repair the damage Your Rental Property to be \$30,000 and the cost to replace the damaged Contents is \$1,000. Our assessor determines that as a result of the damage and during the repairs, the Rental Property will not be able to be occupied for a period of 3 Weeks. Your Tenants move out for a period of 3 weeks while the repairs occur and do not pay their weekly rent of \$400 as set out in their Rental Agreement during this period. We accept Your claim under 'Loss of Rent during repairs' under the 'Loss of Rent Cover'.

We arrange a contractor to repair the damage and pay the repairer \$30,000 being the cost of repairs. We arrange for our supplier to replace the damaged Contents and pay the supplier \$1,000. We pay You \$1,200 being the claim for loss of Rent of \$1,200 (3 weeks x \$400 per week).

Claims example 3 – loss or damage to Contents at Your Strata Rental Property

Your Certificate shows a 'Contents' sum insured of \$20,000 and an Excess of \$300 applying to the Policy. Your Rental Property is part of a Strata scheme. During the Period of Insurance, a storm causes damage to the roof of Your Rental property and water damage to carpet and curtains in Your Rental Property and a refrigerator that is included in Your Rental Property for use by the Tenant.

The Owners Corporation insurance covers the damage to the roof and ceiling of Your Rental Property but does not provide cover for the carpet, curtains or refrigerator. We accept Your claim for damage to the refrigerator under Your 'Contents Cover' and Your claim for damage to the carpet and curtains under the 'Fixtures - Strata scheme' additional benefit. We assess the cost to replace the damaged carpet and curtains is \$1,800 and the cost to replace the refrigerator is \$2,100.

We arrange a contractor to replace and install the damaged carpet and curtain and pay the contractor \$1,800 to complete this work. We arrange a supplier to replace the refrigerator and pay the supplier \$1,800 (being the cost of replacement refrigerator less the \$300 Excess). You must pay the \$300 Excess directly to the supplier.

We do not provide cover for the damage to the roof or ceiling of Your Rental Property as is this insured by the Owners Corporation.

[Claim example 4 – liability claim at Your Rental Property](#)

Your Certificate shows a 'Buildings' sum insured of \$400,000, a 'Contents' sum insured of \$80,000 and an Excess of \$300 applying to the Policy. During the Period of Insurance, a visitor of Your Tenant falls down the stairs in the kitchen of Your Rental Property and injures their knee. We or a court decide that You are liable for \$50,000 for the claim made against You by the visitor.

We settle the visitor's claim for \$50,000 and pay this amount to the visitor. We also pay Our lawyers \$7,500 to defend the claim on Your behalf. You do not need to pay Us the Excess as it does not apply to claims under the Liability Cover.

Section 10: General Definitions

The following words have the following special meaning in this Policy when the words are capitalised.

“Accident” means a sudden event that was not intended or expected and a reasonable person would not have expected. “Accidental” and “Accidentally” have corresponding meanings.

“Act of Terrorism” means an act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

“Bond” means an amount of money paid by a Tenant as security for the landlord against any future breaches of the Rental Agreement.

“Certificate” means the most current Certificate of Insurance. It describes the details of Your Policy.

“Common Property” means property owned by the Owners Corporation or similar body.

“Contents” means items that are not permanently attached or fixed to the structure of Your Rental Property that You:

- own; or
- are responsible for as part of a written employment contract or a hire or lease agreement (except a Rental Agreement),

and leave at Your Rental Property for Your Tenants’ use including but not limited to furniture and furnishings, carpets and electrical items not permanently attached to Your Rental Property.

For Strata or similar scheme properties, Contents also means:

- temporary wall, floor and ceiling covers; and
- any Fixture or structural improvement servicing a particular lot which the body corporate or similar is not required by law to insure or does not insure.

Contents does not include:

- anything included in the definition of ‘Rental Property’ in this ‘General Definitions’ section;
- loose or unset gemstones;
- plants, trees or shrubs growing in the ground;
- grass, rocks and soil on Your site;
- building materials or items at Your Site that are due to be fitted to Your Rental Property;
- animals;
- computers and their equipment;
- clothes or personal effects;
- collections of any kind;
- gold or silver items;
- jewellery or watches;
- money;

- negotiable documents;
- photographic equipment;
- personal handheld electronic devices;
- computers including but not limited to PCs, laptops, electronic notebooks, PDAs, iPads or tablets) or their printers or software;
- sporting equipment;
- tools of trade;
- works of art;
- goods kept for sale, distribution, on display, exhibition or on consignment;
- stock used in any trade, business or profession;
- watercraft, sailboards and non-motorised surf skis including paddle boards;
- trailers, caravans, aircraft or aerial devices; or
- vehicles including but not limited to motor vehicles, motorcycles or ride-on vehicles except for ride-on lawn mowers that Your Tenant uses to mow the lawn at the Site.

“Damage to Property” means physical loss of or physical damage to property.

“Excess” means the amount of You have selected as the ‘Excess’ on Your Certificate that You must contribute towards each claim under this Policy except Section 5 Loss of Rent Cover and Section 6 Liability Cover.

“Fixtures” means any items that are permanently attached or fixed to the structure of your Rental Property that can’t be removed without causing damage to it.

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

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

“Owners Corporation” mean the body corporate and/or the body that controls the administration of common property in a Strata title or subdivided building or land. The members of the body corporate are the owners of each unit in the building.

“Period of Insurance” means the time Your Policy is valid as shown on Your Certificate.

“Personal Injury” means death, bodily injury or illness.

“Pet” means a domestic animal owned by the Tenant or a Tenant’s visitor that is not used for racing or commercial breeding purposes.

“Policy” means this document, Our record of Your application for this insurance and the Certificate.

“Premium” means the amount You have to pay Us for Your insurance including all government charges, levies, taxes and duties.

“Professional Fees” means fees You incur with an independent lawyer, accountant or registered tax agent for professional work carried out by them in Australia.

“Rent” means the amount of money payable on a regular basis by the Tenant to lease or rent Your Rental Property, as set out in a current valid written Rental Agreement.

“Rental Agreement” means a current valid written agreement between you and a Tenant that details the terms and conditions of the Tenancy including the rental period, the amount of rent payable to You and the amount of Bond that a Tenant is required to pay. Once the fixed term period of the Tenancy ends, the Rental Agreement becomes a continuing agreement with the same terms and conditions.

“Rental Property” means any enclosed building at the Site that has walls and a roof that can be locked up which is used mainly for domestic purposes and:

- for cover for Your Rental Property, includes any improvements or Fixtures to the building;
- for cover for Contents, if Your Rental Property is an apartment, flat, unit or townhouse, includes any lockable storage compartment that is reserved for you in another section of the building or complex in which Your apartment, flat, unit or townhouse is located; and
- Fixtures or items permanently attached or fixed to Your Rental Property – for example, carpets, light Fixtures, built in wardrobes, kitchen cupboards and floating floorboards.

Rental Property does not include:

- any common areas or common property;
- any property that is insured by the Owner’s Corporation if the Rental Property is part of a Strata or similar scheme whether or not that property is contained within Your Rental property and whether or not any excess applies to the Strata title or similar insurance;
- boarding houses or hostels;
- hotels or motels;
- commercial buildings;
- exhibition or display properties;
- commercial farm buildings; or
- buildings under construction.

“Site” means the land where the Rental Property is located and the yard or garden surrounding it that is used primarily for domestic residential purposes, at the address shown on Your Certificate. The Site includes any land or other area that touches the land where Your Rental Property is located and for which any statutory authority has made You responsible but it does not include:

- the nature strip outside Your Rental Property;
- any property owned under company share, stratum or Strata title; or
- any common property.

“Strata” means any form of land title which allows for multiple titles to exist in or on a building or land where the common property is held under a single separate title.

“Tax Audit” means the conduct of a taxation or superannuation audit or an in-depth investigation by the Australian Taxation Office of Your Rental Property insured under this Policy.

“Tenant” means any person named in a Rental Agreement who has been granted the right to occupy the Rental Property and any other person who permanently resides at the Rental Property.

“Tenancy” means the entire duration of a Rental Agreement with any particular Tenant(s), including any subsequent extension, renewal, continuation or replacement of that Rental Agreement.

“We”, “Us”, “Our” and “ShareCover” means Insurance Australia Limited ABN 11 000 016 722, AFS License No 227681.

“You” and “Your” means the person or persons named as the insured on the Certificate. If more than one person is named as the insured We will treat a statement, act, omission or claim by any one of these as a statement, act, omission or claim by them all.

“Your Family” means Your spouse or partner or any children, brothers, sisters, parents, grandparents or grandchildren of You or Your spouse who normally live with You.