

# **Personal Insurance**

Rental Protection Plus insurance  
product disclosure statement and  
policy with **Flood Cover**

The Aon logo is displayed in white, consisting of the lowercase letters "aon" in a bold, sans-serif font.

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# Welcome to the Security of CGU Insurance

**This booklet is important**

## Important information

Cover for Section 1 – Buildings and contents and Section 2 – Liability, insurance is provided by CGU Insurance Limited Australian Business Number 27 004 478 371 Australian Financial Services Licence Number 238291.

Cover for Section 3 – Workers' compensation, insurance is provided by:

- CGU Insurance Limited ABN 27 004 478 371 if your situation is in New South Wales.
- Insurance Australia Limited trading as CGU Workers Compensation ABN 11 000 016 722 if your situation is in Western Australia, Tasmania, Northern Territory or Australian Capital Territory.

## Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001 and only applies to Section 1 – Buildings and Contents commencing on page 17 of the policy and Section 2 – Liability, commencing on page 29 of the policy. To assist you to locate specific items in the policy wording and an index is provided at the back of this booklet.

# Introduction

## Who is the insurer

CGU Insurance Limited is the insurer of the insurance policy. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this booklet the insurer is called 'we', 'us' or 'our'.

## How to contact us

You may contact us by any of the following ways:

- in person at any CGU Insurance office
- by telephone on 13 15 32
- by writing to us at CGU Insurance, GPO Box 9902 in your capital city
- by email on our website [www.cgu.com.au](http://www.cgu.com.au)

## The purpose of this PDS

This PDS has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium is calculated. You still need to read the policy wording which commences on page 9 for a full description of the terms, conditions and limitations of the insurance policy.

## General Insurance Code of Practice

CGU Insurance proudly supports the General Insurance Code of Practice. The purpose of the Code is to raise the standards of practice and service in the general insurance industry. Details about the Code are shown in the policy wording under 'General Insurance Code of Practice' on page 10. Brochures on the Code are available from your nearest CGU Insurance office.

## Your cooling-off period

We will refund all premium paid for cover under the insurance policy if you request cancellation of the insurance policy within 21 days of its commencement. To do this, you must advise us in writing and return the schedule to your nearest CGU Insurance office. You will not receive a refund if you have made a claim under the insurance policy. Details about the cooling-off period are shown in the policy wording under 'Money Back Guarantee' on page 10.

## What to do if you have a dispute

If you have a concern about the insurance policy, our decision on your claim, our service or the service of our authorised representatives, loss adjusters or investigators, you may access our internal dispute resolution process. To do so, speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

In the event we are unable to resolve your concern through our internal dispute resolution process, you are entitled to seek an external review of our decision. We will provide you with information about options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS). Details about the dispute resolution system are shown in the policy wording under 'Our Service Commitment' on page 40.

## Your privacy

We treat your personal information with care. We will not release your personal information to anyone else other than another insurer, an insurance reference service or as permitted or required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisers. Details about your privacy are shown in the policy wording under 'The way we handle your personal information' on page 36.

## Your duty of disclosure

We rely upon the information you provide to us when you apply for insurance, and when you renew, change or reinstate your policy. You must tell us anything that you know, or should know, that could affect our decision to insure you and/or the terms on which we insure you.

Details about disclosure information are shown in the policy wording under 'What you need to tell us' on page 11 and 'What you do not need to tell us' on page 11.

## How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

## How to make a claim

To make a claim, please contact your nearest CGU Insurance office, or call 13 15 32 when something happens that you believe you can claim for. Details about making a claim are shown in the policy wording under 'What you must do when you make a claim' on page 37, 'What you must not do when you make a claim' on page 37 and 'You give us your rights to claim from anyone else' on page 38.

## Significant features and benefits

You secure the insurance cover you require by selecting from the extensive range of covers and options we offer with this policy.

You can choose cover for:

- buildings
- contents
- loss of rent
- rent default and theft by a tenant
- liability
- workers' compensation in WA, Tasmania and NT.

We offer accidental damage cover for buildings and contents and new for old cover for buildings and for most contents items up to 15 years old. You also choose the liability cover you need – you can select \$5 million, \$10 million, \$15 million or \$20 million.

Other features include a pay-by-the-month instalment option and no loss sharing penalties for under insurance.

With the covers for buildings, contents and rent default and theft by a tenant, a range of additional benefits is included. These benefits are shown in the policy wording under 'Additional things we will pay for when you have insured you buildings' on page 20, 'Additional things we will pay for when you have insured your contents' on page 20, and 'Additional things we will pay for when you make a claim for rent default and theft by a tenant' on page 28.

## Taxation information

CGU Insurance shows all taxes and charges as separate items on all schedules (e.g. stamp duty and the Goods and Services Tax). Details about the Goods and Services Tax are shown in the policy wording under 'How the Goods and Services Tax affects your claim' on page 36.

## Exclusions

Our insurance is designed to provide protection for you in the event of something happening which has been insured against.

Under some circumstances, this policy will not provide any insurance cover to you. For example, we do not pay for loss or damage caused by:

- erosion
- rust, corrosion, gradual deterioration, depreciation, wear or tear
- a defect in an item, faulty workmanship, structural defects or faulty design.

This lists some of the events that are not covered by this insurance, and for full details of all relevant policy exclusions you should read the policy wording and make yourself aware of all the exclusions that apply.

In the policy wording we show when cover is not provided. Events that we will not pay for buildings and contents are shown on pages 18 and 19. Events that we will not pay for rent default and theft by a tenant are shown on page 26. For liability insurance, we show "when we will not pay" on page 30. Page 32 lists 'What Section 1 and Section 2 of the policy do not cover'. It is important that you are aware of these exclusions and so you should read them.

There are things that you must do in order for your insurance cover to apply. For example, you must pay the premium. In the policy wording we show what you need to do under 'What you are required to do for us' on page 34.

## Significant risks

### Cover for buildings

With building insurance, you may select to insure for replacement value. Replacement value provides new for old replacement cover.

### Adequate sums insured

In the event of a major loss, your sums insured should be sufficient to allow for replacement of your property.

### Policy limits

Limits do apply to some items. For example, we will pay additional costs required to comply with government or local authority bylaws as shown on page 23 & 24. These costs do not extend the sum insured and will not be paid if the sum insured is insufficient to meet the total costs involved in rebuilding or repairing your buildings. You should read the policy wording so that you are aware of limits that may be applicable to you.

### Disclosure

You have certain disclosure obligations that you need to comply with. Failure to comply with these obligations may have consequences in terms of both your insurance cover or in the event that you make a claim. Your disclosure obligations and the consequences of not complying with these obligations are outlined in the policy wording under 'What you need to tell us' on page 11 and 'What will happen if you do not tell us' on page 11.

### Excesses

If you make a claim under the policy, you may be required to pay one or more excesses. The descriptions of these excesses and the circumstances in which they are applied are shown in the policy wording under 'Policy excess' on page 22 and 'Excess' on page 28. The amount of each excess will be shown on your schedule other than the earthquake excess which is shown on page 22 of the policy wording.

In most instances, you can select at the time of your enquiry or application for insurance the amount of policy excess you wish to pay should you have a claim. When you select a higher policy excess amount, we will normally reduce the amount of premium we charge you.

In some instances, we will impose the amount of policy excess you will need to pay should you have a claim. In deciding to impose a policy excess, we take into consideration a number of factors in setting the amount of the policy excess. These include factors relating to the type of property being insured, where the property is located, the type of construction of the property and your previous insurance and claims history. At the time of your enquiry or application for insurance, the amount of policy excess will be advised to you.

## Costs

The premium payable by you will be shown on your schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of your enquiry or application for home insurance. These include factors relating to the type of property being insured, where the property is located and your previous insurance and claims history.

Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your schedule.

## Financial claims scheme

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

## Intermediary remuneration

CGU Insurance Limited pays 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 may pay your intermediary, you should ask your intermediary.

# Landlords Residential Property Insurance Policy

### This booklet is important

Please read this policy before you apply for insurance.

This policy sets out the terms, conditions and limits that apply for the insurance we offer to you. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

Our agreement with you is made up of your application, this insurance policy, the schedules and endorsements we send to you. Endorsements are notices we send to confirm any change to your insurance.

Keep this insurance policy in a safe place. You may want to refer to it from time to time.

We recommend that you keep receipts for major items you purchase.

If you need more information about this insurance policy, please contact your insurance adviser. We are happy to give you personal attention and service in relation to this or any other insurance enquiry.

## CGU Insurance triple guarantee

Our triple guarantee assures you of quality insurance and service at all times.

### Service guarantee

We will provide you with the highest standards of service.

### Fair dealing guarantee

We will meet any claims covered by your policy fairly and promptly.

## **Money back guarantee**

You have 21 days after you receive your numbered policy schedule to be sure you have the cover you require. If it is not the cover you require, you can cancel the policy. To do this, you must advise us in writing and return the schedule and policy booklet to your nearest CGU Insurance office. You will receive a full refund of the premium paid, providing nothing has occurred for which a claim is payable under the policy.

## **General Insurance Code of Practice**

CGU Insurance proudly supports the General Insurance Code of Practice.

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

The Code aims to improve:

- the quality, comprehension and accuracy of policy documents and other information provided to consumers
- employee and representative training and supervision
- claims handling and dispute resolution
- brochures on the Code are available from your nearest CGU Insurance office.

# Your Policy

## **What you need to tell us**

You must tell us anything you know, or should know, that could affect our decision to insure you and/or the terms on which we insure you. You must do this when you apply for a policy, renew your policy or when you change or reinstate your policy. When we ask you specific questions, you must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by the policy answers all questions in this way. These requirements are part of the Insurance Contracts Act 1984.

## **What you do not need to tell us**

You do not need to tell us anything that:

- reduces our risk
- is of common knowledge
- we know, or as an insurer should know
- we indicate that we do not want to know.

## **What will happen if you do not tell us**

If you withhold relevant information or you do not answer our questions in the way we have described, we can reduce the amount we pay you for your claim, or we can cancel your policy. If your failure to tell us is fraudulent, or your answers are untruthful, we can treat your policy as if it never existed.

## When you are insured

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the schedule we will send you.

We will not cover loss or damage as a result of flood within 14 days (336 hours) of the start date of this policy, **unless:**

- you took out your insurance with us immediately after another insurance policy covering flood and insuring the same building or contents expired, without a break in cover.

We will not cover your buildings and your contents for a period of 48 hours from the time of the commencement of your insurance for damage or loss caused by:

- bushfire or grassfire; or
- a named cyclone.

### We will provide cover however if:

- this insurance commences directly after another insurance policy covering the same property expired without a break in cover
- you have entered into a contract of sale to purchase the property
- you have entered into a contract to lease the property.

The insurance applies for the period for which you have paid us (or agreed to pay us) the premium. You may pay your premium by cash, cheque or credit card. If your cheque or credit card is dishonoured by your financial institution, you are not insured.

You can also pay your premium by instalments direct from a financial institution account or from your credit card. You cannot make a claim under this policy if you owed us more than one month's premium when the event you want to claim for happened.

If you pay your premium by instalments and you are more than one month behind, we can cancel your policy without notice.

If you have a total loss, we shall deduct the instalments for the remaining period of insurance from the amount we pay you.

## Who is insured under this policy

The person whose name is set out in the schedule is insured. In this policy that person is called 'you' or 'your'.

## Who is the insurer

CGU Insurance Limited is the insurer under Section 1 Buildings and contents and Section 2 Liability. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291.

CGU Insurance Limited is the insurer under Section 3 Workers' compensation if your situation is in New South Wales. Our Australian Business Number is 27 004 478 371.

Insurance Australia Limited trading as CGU Workers' Compensation is the insurer under Section 3 Workers' compensation if your situation is in Western Australia, Tasmania, Northern Territory or Australian Capital Territory. Our Australian Business Number is 11 000 016 722.

In this policy the insurer is called 'we', 'us' or 'our'.

# Words that have a special meaning

In this policy there are words that have a special meaning. These words are listed below. If the meaning of a word is not shown below, we tell you on what page the meaning is printed.

## Allowable reletting expenses

Reletting expenses as specified in the current rental agreement for your property.

## Bond money

Money paid by the tenant and held as security against damage to the property or outstanding rent or other costs. Your policy will operate on the basis that bond money equal to at least four weeks rent has been paid.

## Your buildings

Your buildings are:

- residential buildings including any professional offices or surgeries in those buildings
- domestic outbuildings
- fixed coverings to walls, floors and ceilings. this does not include fixed carpet, curtains or internal blinds
- services, which include the supply of electricity, water, etc.
- items built in or fixed to or on the buildings
- blinds or awnings on the outside of the buildings
- in built swimming pools and spas
- boat jetties or pontoons that you are legally responsible for
- fences and gates (limits may apply)

Your buildings are not:

- property that a tenant is liable for under the terms of a rental agreement. This does not apply to items listed under 'What are buildings'
- plants, shrubs, trees or grass
- building materials
- lawns
- loose or compacted soil, gravel, pebbles, rocks or sand
- dams.

## Claim

A separate identifiable event for which the policy provides cover. Where multiple events are submitted at the same time or on the same claim form, they will be treated as separate claims for the application of any policy excess or limitation.

## Your contents

Your contents are:

- household goods
- carpets, curtains and internal blinds
- furniture and furnishings that are not built in
- portable domestic appliances that are not built in
- swimming pools, saunas and spas that are not built in, and accessories for any swimming pools, saunas or spas
- items thinly covered with gold or silver that are not jewellery or watches
- fixtures and fittings that you have installed if you are the owner of a strata title unit. we will not cover any fixtures and fittings if the body corporate has them insured
- special contents which are listed on your schedule.

Your contents are not:

- jewellery and watches
- items that contain gold or silver. This does not include items thinly covered with gold or silver
- unset precious and semi-precious stones
- furs
- clothing and personal effects
- money
- negotiable documents
- items able to be powered by battery as listed:
  - audio visual equipment

- camera equipment, including accessories
- and unprocessed film, unless they are being used underwater, or to earn your income
- electronic diaries
- GPS
- mobile or portable phones portable computers
- sporting equipment
- photographic equipment
- collections of stamps, medals or coins
- plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs
- animals, including birds and fish
- pedal cycles, motorcycles, mini-bikes, caravans, trailers, aircraft, watercraft or motor vehicles other than ride-on mowers
- building materials.

## Deliberate or intentional damage

An act done without the owner's permission and with the full knowledge that the action will alter the current state of the property, and without any malice, vindictiveness or spite. This does not include:

- tenant neglect, carelessness, poor housekeeping, or unhygienic living habits
- damage occurring during maintenance operations carried out by the tenants or anyone acting on their behalf
- damage as a result of repairs, or attempted repairs, carried out by the tenants or anyone acting on their behalf
- damage caused by the failure of tenants or their visitors to control their children
- damage caused by pets belonging to tenants, their visitors or children of the tenants or their visitors
- theft, or damage caused by theft

- accidental damage or accidental loss
- malicious damage or vandalism
- scratching, denting, chipping, rubbing or chafing.

## Excess

This is the amount of money you will pay if you have a claim. We will reduce the amount we pay you for your claim by the excess. Your excess will apply for each separate identifiable event. The amount of your excess is shown on your schedule. Your excess will be increased for claims for: Earthquakes as shown on page 22.

Malicious damage or vandalism, deliberate or intentional damage as shown on page 22.

Rent default and theft by a tenant as shown on page 28.

## Flood

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of:  
(a) any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or (b) any reservoir, canal or dam.

## Malicious damage or vandalism

A wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property.

This does not include:

- tenant neglect, carelessness, poor housekeeping or unhygienic living habits
- damage occurring during maintenance operations carried out by the tenants or anyone acting on their behalf
- damage as a result of repairs, or attempted repairs, carried out by the tenants or anyone acting on their behalf
- damage caused by the failure of tenants or their visitors to control their children
- damage caused by pets belonging to tenants, their visitors or children of the tenants or their visitors
- theft, or damage caused by theft

- damage caused by pets belonging to tenants, their visitors or children of the tenants or their visitors
- theft, or damage caused by theft
- deliberate or intentional damage
- accidental damage or accidental loss
- scratching, denting, chipping, rubbing or chafing.

#### **Periodic tenancy agreement**

This applies when a tenant continues to occupy the situation, after a fixed-term rental agreement has expired, and the rental agreement does not provide for its continuation, and a:

- notice to leave, or
- notice of intention to leave, or
- abandonment termination notice,

has not been given by the tenant to you or your agent, or by you or your agent to the tenant.

The tenant is then deemed to be under a periodic tenancy agreement on the same terms which applied immediately before the rental agreement ended. This does not include any term about the agreement's term.

#### **Rent**

The amount of money paid, or payable, by the tenant to rent your property.

#### **Rent default**

This is where the tenant fails to pay rent in accordance with a rental agreement and/or periodic tenancy agreement.

#### **Rental agreement**

- the agreement between you or your agreement agent and the tenant
- this agreement must be in writing and state:
  - the term of the rental period.
  - the amount of rent payable to you.
  - the amount of the bond money that the tenant is required to pay.

#### **Schedule**

This is the document we give you which sets out the details of your insurance cover. You receive a schedule when you first take out your insurance and again when the policy is renewed or changed.

#### **Situation**

This is the place where your building and/or your contents are located. We will show this place on all schedules we give you.

#### **Storm Surge**

Storm Surge is the increase in sea level that usually occurs with an intense storm or cyclone.

#### **Tenant**

The person(s) named in the rental agreement or periodic tenancy agreement and including that person's partner, children, pets, and any other person(s) permanently living at the situation.

# **Section 1**

## **Buildings and Contents**

### **What is insured**

Your buildings and/or your contents as set out in your schedule are insured if they are destroyed, lost or damaged. They are insured only if you own them, or are liable for them.

If you only insure your buildings, the cover provided for destruction, loss or damage does not apply to your contents.

If you only insure your contents, the cover provided for destruction, loss or damage does not apply to your buildings. However, we will cover your buildings for malicious damage or vandalism caused by your tenants or their visitors for the following amount:

- if your contents are insured for \$50,000 or more, we will only cover you up to a maximum of \$50,000
- if your contents are insured for less than \$50,000, we will only cover you up to your contents sum insured

Your buildings and your contents are insured while at your situation. Cover for your contents while away from your situation is not provided unless we say so.

We will cover your buildings and your contents for any accidental damage or accidental loss including that caused by:

- landslide or subsidence but only if it occurs within 72 hours after one of the following:
  - storm, flood, rainwater or wind
  - earthquake
  - explosion
  - liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.

This cover also applies to gates, fences or retaining walls that are attached to, and are part of, the structure of your buildings.

- storm, flood, rainwater or wind. This includes storm, flood, rainwater or wind damage to:
    - gates, fences or walls that are attached to, and are part of, the structure of your buildings
    - gates, fences or walls that are not attached to, and are not part of, the structure of your buildings but only for any section of a gate, fence or wall made of brick, stone, metal or frame-supported corrugated fibrous material. The frame supporting the corrugated fibrous material must be made of brick, stone or metal
    - gates, fences or walls which are made of timber and that are not attached to, and are not part of the structure of your buildings. We will only pay for gates, fences or walls 15 years old or less
    - free-standing fences that do not have a supporting frame but only if these fences are made from corrugated fibrous material. These fences must have been installed and constructed according to the manufacturer's specifications.
- We will not pay for storm, flood, rainwater or wind damage to shade cloth, swimming pool covers including solar covers, and plastic liners for swimming pools or to jetties, wharves, bridges or pontoons for damage by flood.
- an electric motor no bigger than 3.7 kilowatts (5 h.p.) burning out. If an electric motor burns out, we will repair, reinstate or replace it. We decide which one we will do. We will do this if the electric motor is 15 years old or less. Electric motors larger than 3.7 kilowatts are not covered by this insurance.
- We will not cover your buildings and your contents for any accidental damage or accidental loss caused by:
- landslide or subsidence except as described on page 17
  - settling, shrinkage or any movement of earth
  - erosion
  - water entering your buildings through an opening made for any building, renovation or repair work
  - water entering your buildings because of a structural defect, faulty design or faulty workmanship when the buildings were constructed
  - rust, corrosion, gradual deterioration, depreciation, wear or tear
- rats, mice or insects
  - roots from trees, plants, shrubs or grass
  - any process of cleaning involving the use of chemicals other than domestic household chemicals
  - a defect in an item, faulty workmanship, structural defects or faulty design
  - breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand
  - tenants, their visitors, their visitors' children, or their visitors' pets. This does not include:
    - fire
    - explosion
    - liquid that escapes from:
      - a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain
      - a bath, basin, shower, sink, toilet or tiled floor that has drainage holes
      - a washing machine or dishwasher
      - an aquarium
      - a waterbed
    - Malicious damage or vandalism. This does not include theft.
    - Deliberate or intentional damage. This does not include theft.
    - Accidental breakage of :
      - Fixed glass in your buildings.
      - Fixed shower bases, basins, sinks, baths or toilets.
    - Accidental damage to or accidental loss of:
      - Carpets, curtains, internal blinds and light fittings.
  - tenants, their visitors, their visitors' children, or their visitors' pets, scratching, denting, chipping, rubbing, or scuffing, any surface
  - mechanical or electrical breakdown other than an electric motor burning out. We will pay for any resultant damage following mechanical or electrical breakdown.

## Additional things we will pay for when you have insured your buildings

The following will be paid in addition to the sum insured. These will be paid when they relate to damage or loss from accidental damage or accidental loss.

- we will pay your legal costs to discharge your mortgage if your claim is for a total loss
- we will pay the reasonable costs of demolishing and removing any buildings debris when damage or loss occurs. We will pay up to 10 per cent of your buildings sum insured
- we will pay the reasonable costs of architects, surveyors and legal fees when damage or loss occurs. We will pay up to 10 per cent of your buildings sum insured
- if you have a loss, we will increase your sum insured by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it
- you are fully insured again for your buildings for the amount shown in your schedule following a claim. This does not apply when your claim is for a total loss as your cover for your buildings will end then.

## Additional things we will pay for when you have insured your contents

The following will be paid in addition to the sum insured. These will be paid when they relate to damage or loss from accidental damage or accidental loss.

- we will pay the reasonable costs of removing any contents debris when damage or loss occurs. We will pay up to 10 per cent of your contents sum insured
- if you have a loss, we will increase your sum insured by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it. This increase does not apply to any special contents you have insured

- you are fully insured again for your contents for the amount shown in your schedule following a claim. This does not apply when your claim is for a total loss as your cover for your contents will end then.

If you insure contents, and you are the owner of a strata title unit at the situation, the cover provided for destruction, loss or damage does not apply to buildings, other than:

- theft by tenants, their visitors or visitors' children
- malicious damage or vandalism by tenants, their visitors or visitors' children; **and**
- deliberate or intentional damage by tenants, their visitors or visitors' children.

We will not cover these events if the body corporate has them insured. The most we will pay for these events is your contents sum insured.

## Additional things we will pay for when you have insured your buildings or contents

If you have insured your buildings or contents and they suffer chemical contamination as a result of the manufacturing, storage or distribution at the insured situation, of any controlled drug. We will pay up to \$10,000 during your period of insurance for clean up costs to remove or mitigate the contamination or pollution.

We will only pay this when:

- The manufacturing, storage, or distribution is discovered by, or referred to the police for investigation and proper assessment confirms contamination
- The home is rented to a tenant and a valid tenancy agreement is in place,
- You, or the person managing your property has conducted regular inspections at the property in line with the rental agreement terms and conditions.

We will not pay if:

- There is not a valid rental agreement in place
- It has not been reported to the police or relevant authority
- You, or the person managing your property become aware of the situation and fail to act immediately.

## Limit for the value of your contents

The most we will pay for any one item, pair, set, collection or system is \$20,000. You can insure items that are worth more than \$20,000 each as a 'special contents' item. To do this you must advise us and the items will be listed on your schedule.

## Paying Claims

### Policy excess

For each claim for your buildings or your contents, we will reduce the amount we pay you for your claim by the excess. The amount of your excess is shown on your schedule.

Your excess will be increased by \$250 for any claim for damage or loss arising from an earthquake. This damage or loss must occur within 72 hours of the earthquake.

Your excess will be increased by \$400 for any claim for damage or loss arising from malicious damage or vandalism, deliberate or intentional damage by tenants, their visitors, or their visitors' children.

When a claim is paid for damage to, or loss of, your buildings and your contents, the excess amount will only be taken off once. When a claim is submitted for one or more separate identifiable events, the excess will be applied to each separate identifiable event.

### The most we will pay for your buildings or your contents

The most we will pay for any claim for your buildings or your contents is the sum insured shown on your schedule, less any applicable excess. This does not apply to amounts payable under 'Additional things we will pay for when you have insured your buildings', or 'Additional things we will pay for when you have insured your contents'.

### How we pay a claim for your buildings

When damage or loss occurs to your buildings, we will pay the cost of rebuilding your buildings or repairing the damaged portions to the same condition as when they were new. We will only do this when your schedule shows 'including replacement benefit'. If your schedule does not

show 'including replacement benefit', and there is damage or loss to your buildings, your claim will be settled as shown on the inside of the back cover of this policy booklet.

We will also pay any additional costs required for your buildings to comply with government or local authority bylaws. We will not pay these additional costs if you were required to comply with these bylaws, and had not done so, before the damage or loss occurred. Where the damage is less than 50 per cent of the costs of rebuilding your buildings, we will only pay for the additional costs in the damaged portions.

Rebuilding or repairing your buildings must commence within six months of the damage or loss occurring. If it does not commence within six months, we will do one of the following:

- reinstate or repair your buildings to the condition they were in just before the damage or loss occurred
- pay you the cost of reinstating or repairing your buildings to the condition they were in just before the damage or loss occurred
- pay you the value of the land and your buildings just before the damage or loss occurred. We will reduce this payment by the value of your land and your buildings after the damage or loss occurred.

We decide which one we will do.

We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will try to match any material used to repair your buildings with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

If the damage or loss was caused to your buildings by liquid escaping:

- from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the cost to repair or replace the bath, basin, sauna, spa, shower base or shower wall
- we will pay the cost to:
  - identify and locate where the liquid escaped from
  - replace the defective part from where the liquid escaped from.

If the rebuilding or repair is limited by government or local authority bylaws that reduce the floor area of your buildings, we will:

- pay the actual cost of rebuilding or repairing the reduced floor area of your buildings
- pay the difference between the actual costs of rebuilding or repairing the reduced floor area of your buildings and the estimated costs of rebuilding or repairing had the limit not applied.

Provided your sum insured is not totally used for a claim, we will also pay for any loss of land value following your claim. This loss must be as a result of government or local authority legislation that reduces the floor area of your buildings. Loss of land value is the difference between the value of the land just before the damage or loss occurred and the value of the land just after the damage or loss occurred. We will reduce the amount we pay you for the loss of land value by any amount that you receive as compensation for this loss. The most we will pay is the unused portion of your sum insured.

Where you are entitled to use bond money to pay for, or reduce the costs of any loss or damage, you must do so and the amount of that entitlement will be deducted from your claim.

## How we pay a claim for your contents

When damage or loss occurs to either:

- any item that consists solely of fabric
- carpet which is 10 years old or more
- any other contents item that is 15 years old or more, we will do one of the following:
  - replace the property with property of the same condition. The replacement property will be no better than the property replaced
  - repair the property to the same condition it was in before the damage or loss
  - we will pay you the cost of replacement or repair. Our payment will be reduced to allow for wear, tear and depreciation.

We decide which one we will do.

When damage or loss occurs to any other contents item, we will do one of the following:

- replace the property with the nearest equivalent new property
- repair the property to the condition it was in when new
- pay you the cost of replacement or repair.

We decide which one we will do.

We will pay for carpets, wall, floor and ceiling coverings; internal blinds and curtains; but only in the room, hall or passage where the damage or loss occurred.

When a damaged or lost item is part of a pair, set, system or collection, we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

Where you are entitled to use bond money to pay for or reduce the costs of any loss or damage, you must do so and the amount of that entitlement will be deducted from your claim.

## Loss of rent

This section of the policy only applies when your schedule shows that you have requested cover for loss of rent.

It applies when accidental damage or accidental loss occurs on the same basis as set out in 'Section 1 – Buildings and contents'. We will pay when your buildings, or sections of your buildings, are unable to be lived in after the accidental damage or accidental loss has occurred.

The cover also applies when accidental damage or accidental loss to other property, located near your buildings, is damaged and access to your buildings or your contents is prevented.

We will pay the amount that is equal to the rent for the period when no one can live in your buildings or sections of your buildings. We will pay this for up to 12 months and the amount we pay will not be greater than the sum insured shown on your schedule.

We will not pay for loss of rent if the damage is as a result of chemical contamination.

## Strata title mortgagee protection

This section of the policy only applies when your schedule shows that you have requested cover for mortgagee protection. It applies when you own part of a building that has been subdivided, usually into strata title units, and you have a mortgage on that part of the building.

We will cover the part of the building that you own for any accidental damage or accidental loss on the same basis as set out in 'Section 1 – Buildings and contents'.

We will pay up to the amount you owe on your mortgage but no more than the sum insured shown on your schedule. We will pay this to your mortgagee when you are required to pay your mortgage in full following a loss. We will only pay this when the body corporate has not insured the buildings, or it has not insured the buildings for damage that you can claim for under this policy.

## Rent default and theft by a tenant

This section of the policy only applies when your schedule shows that you have requested cover for rent default and theft by a tenant.

### When we will pay for rent default

We will pay if your tenant either:

- leaves your building before the end of the tenancy period stated in the rental agreement and does not give you or your agent notice. We will pay up to six weeks rent, including a two week re-letting period
- stops paying rent owed to you or your agent. We will pay up to 15 weeks rent, with a six week re-letting period. The re-letting period is reduced to two weeks if a 'Notice to Leave' has been issued to the tenant
- is legally evicted from your buildings. We will pay up to 26 weeks rent, including a six week re-letting period.

We will pay the weekly amount your buildings are rented for. The most we will pay is \$12,000.

We will not pay you when your buildings are re-tenanted.

### When we will pay for theft by a tenant

We will pay if there is theft of any part of your buildings or your contents by your tenant or their visitors, or their visitors' children.

We will only pay for theft to:

- your buildings if you have insured your buildings under Section 1 of this policy. The most we will pay is the sum insured you have selected for your buildings, less any applicable excess
- your contents if you have insured your contents under Section 1 of this policy. The most we will pay is the sum insured you have selected for your contents, less any applicable excess.

### Paying Claims

We will pay your claim for rent default, or theft, by your tenant or their visitors, or their visitors' children, of any part of your buildings and/or your contents.

We will only pay when you and your tenant have a rental agreement.

We will only pay for rent default if the tenant breaches the rental agreement.

The cover for rent default will not apply if the rent is in arrears at the commencement date of this insurance. The cover will not commence until the rent arrears have been paid, and the tenant has paid agreed rent in accordance with the rental agreement for a period of not less than four consecutive weeks.

When we pay a claim for rent and/or legal expenses, the claim will be reduced by the balance, if any, of any bond money remaining after deduction of allowable reletting expenses and any other costs or expenses you are legally entitled to deduct from the bond money. If a tribunal orders the refund of the bond money to the tenant, on the grounds of hardship, an excess equal to four weeks rent will apply to your claim.

We will only pay a claim when you have taken all reasonable steps, legally available to you under the Residential Tenancies Act or other relevant legislation, to remedy non-payment and evict the tenant. Your claim for rent default ceases when the rental agreement could reasonably have been legally terminated by you.

If the rental agreement defaults to a periodical tenancy agreement, we will only pay two weeks rent after the tenant vacates the building without notice.

When you or your agent issues a 'Notice to Leave' to the tenant, the maximum rent payable under this policy will be two weeks from the date the tenant vacates the building.

We will not pay if your tenant leaves the building with or without notice, and you have failed to rectify a 'Notice of Remedy' breach issued by the tenant to you.

## Excess

We will reduce the amount we pay you for your claim by the excess that applies to your buildings and/or your contents. The amount of your excess is shown on your schedule.

We will reduce the amount we pay you for your claim by the excess that applies to your buildings and/or your contents. The amount of your excess is shown in the 'Summary of Cover' section on your schedule.

Your excess will be increased for any claim arising from either:

- your tenant leaving your buildings
- your tenant ceasing to pay rent
- your tenant being evicted from your buildings
- the theft of any part of your buildings or your contents by your tenants, their visitors, or their visitors' children.

The amount of the increase will be shown on your schedule

## Additional things we will pay for when you make a claim for rent default and theft by a tenant

We will also pay legal costs you incur to either:

- legally evict tenants
- recover amounts owed to you by your tenants
- recover amounts for items stolen by your tenants, their visitors, or their visitors' children.

We will not pay legal costs to recover any amount owed to you solely for the payment of any excess applicable to any claim under this policy.

The most we will pay for your legal costs is \$1,000. We will only pay your legal costs when we agree to pay them and before they are incurred.

# Section 2

## Liability

This section of the policy only applies when your schedule shows that you have requested cover for liability.

In this section, there is an additional word that has a special meaning.

### Occurrence

It means either:

- a single incident that is not intended or expected
- a series of incidents or continuous or repeated exposure to substantially the same general conditions, which are either:
  - not intended or expected
  - have the same cause
  - attributable to the same source.

We will pay the amount you are liable to pay following an occurrence if your liability arises from any of the circumstances as follows. The occurrence that results in a claim must occur during the period of insurance. We will also pay any legal costs you have to pay in relation to the occurrence. This includes costs awarded against you. The most we will pay, including costs, for any occurrence is the amount shown in your schedule. Where the occurrence takes place over more than one period of insurance, we will only pay the amount shown in your schedule once in respect of each occurrence.

## When we will pay

- if you have insured your buildings, we will pay the amount you have to pay as owner or occupier of your buildings
- if you have insured your contents, and you own part of a building that has been subdivided, we will pay the amount you have to pay as owner of your contents or occupier of your part of the building. We will not pay for an occurrence that happens in any common areas of the building

- if you have insured your contents, we will pay the amount you have to pay for any occurrence that happens because of any defect in your contents
- if you have a car park for your tenants or guests of your tenants, we will pay the amount you have to pay for damage to property while it is in the car park.

## When we will not pay

We will not pay claims arising from:

- penalties, fines or awards of aggravated, exemplary or punitive damages made against you
- use of motor vehicles, motorcycles, mini-bikes, aircraft or watercraft. this does not include ride-on mowers
- servicing, repairing or maintaining any vehicle
- personal injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you
- personal injury to any person you employ and that injury arises from their employment with you
- damage to, or loss of, property that belongs to you, or any member of your family who normally lives with you, or any other person who normally lives with you
- damage to, or loss of, property that belongs to any person you employ and that damage arises from their employment with you
- damage to, or loss of, property that is in your control, or the control of any member of your family who normally lives with you, or any other person who normally lives with you
- any alterations, servicing, repairing or any additions to lifts, escalators or hoists. This includes anything that is part of a lift, escalator or hoist
- vibration or interference with the support of land, buildings or other property
- any disease that is transmitted by you, or any member of your family who normally lives with you
- any business, profession, trade or occupation carried on by you. This does not include managing the buildings and their surrounds
- any alterations, repairs, renovations or additions to your buildings that cost more than \$50,000

- the erection or demolition of buildings
- any agreement or contract you enter into, except where you would have been liable without the agreement or contract
- the use, removal of or exposure to any asbestos product or products containing asbestos
- the discharge, release or escape of any pollutants
- the removal, neutralising or cleaning up of pollutants
- any act of libel or slander.

# What Section 1 and Section 2 of the Policy Do Not Cover

We will not pay claims arising from:

- war or warlike activity. War does not have to be declared. We do not provide cover for theft following this
- hostilities, rebellion, insurrection or revolution. We do not provide cover for theft following these events
- contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public
- lawful destruction or confiscation of your property
- anything nuclear or radioactive
- damage to a heating element. We will pay for any resultant damage following damage to a heating element.
- mildew, atmospheric or climatic conditions
- anything that you or anyone acting for you deliberately cause
- storm surge, the action of the sea, tidal wave, high water, tsunami or erosion. Landslide or subsidence except as detailed on page 17
- any event that does not occur within the period of insurance
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy, other than loss or damage to any frozen food, or loss or damage to any computer equipment or computer software.

# Section 3 Workers' Compensation

This section of the policy only applies when your schedule shows that you have requested cover for workers' compensation for persons employed in connection with owning, operating and managing the buildings.

Some circumstances make workers' compensation compulsory if you have employees. If you are unsure, check with your local Workers' Compensation Authority.

We will pay the amount you are liable to pay if a person you employ is injured while working for you. We will only pay if the person is doing work for you in respect of owning, operating and managing the buildings insured under Section 1. We will not pay if the person is working for you in your business, profession, trade or occupation.

The amount we will pay is subject to the relevant workers' compensation legislation in your state or territory.

Please refer to page 2 under 'Who is the insurer'.

# Important Information

## When your insurance cover does not apply

Your insurance for your buildings and your contents will not apply if, for a continuous period of 60 days or more, no one has lived at your situation.

You can ask us to provide cover if no one is going to be living at your situation for more than 60 days. If we agree to provide cover, we will advise you in writing.

## You cannot give your rights away

You cannot give anyone else an interest in this policy without our written consent.

## What you are required to do for us

- you must pay us the premium for this insurance
- you must tell us as soon as possible of anything that changes the facts or circumstances relating to your insurance
- you must take reasonable precautions to prevent anything which could result in a claim under this policy
- you must make sure that you, and anyone doing anything on your behalf, obeys all laws
- you must comply with the conditions of this policy.

## Cancelling your policy before the due date

You can cancel this policy at any time. To do this you must ask us in writing. The policy will end when we receive your request.

We can cancel this policy if you do any of the following:

- make a misleading statement to us when you apply for your insurance
- fail to tell us anything you should tell us when you apply for this policy, renew this policy and when you change or reinstate this policy
- fail to comply with the conditions of this policy
- fail to pay the premium for this insurance
- are not fair and open in your dealings with us
- make a claim during the period of this policy that is not true. The claim does not have to be under this policy and can be with us or another insurance company.

We may cancel this policy if you fail to notify us of a change in the circumstances of the risk during the period of insurance.

If we cancel this policy, we will advise you in writing. To do this, a notice will be delivered or posted to you.

## Return of premium if your policy is cancelled before the due date

If your policy is cancelled before the due date:

- we will keep the premium for the period that the policy was in force
- we will return to you the premium for the period from the date the policy ended to the due date of the policy.

## How the Goods and Services Tax affects your claim

Where we make a payment under this policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

## The law that applies to this policy

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory of Australia where this policy is issued.

## The way we handle your personal information

We collect personal information from you for the purpose of providing you with insurance products, services, and processing and assessing claims.

You can choose not to provide this information, however, we may not be able to process your requests.

We may disclose information we hold about you to other insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisers.

If you wish to update or access the information we hold about you, contact us.

## How to Make a Claim

Please contact your nearest CGU Insurance office when something happens for which you believe you can make a claim.

## What you must do when you make a claim

You must make your claim as soon as possible after you suffer a loss. If you do not make it within 30 days, we may reduce what we pay you by an amount to take account of any disadvantage we suffer by the delay.

You must also:

- take all reasonable steps to stop any further loss from occurring
- advise the nearest police station if your property is lost or stolen, vandalised or maliciously damaged. We may ask you to give us a written report from the police
- keep the property that has been damaged so we can inspect it
- tell us about any prosecution or inquest that may be held
- send us any document relating to your claim within 72 hours of you receiving the document.

## What you must not do when you make a claim

You must not do any of the following:

- repair or replace any damaged property without our consent
- pay, promise to pay, or offer payment, or admit responsibility for a claim.

# You give us your rights to claim from anyone else

If you have a right to claim against someone else for a claim you made under this policy, you give us your rights to make that claim. You also give us your rights to conduct, defend or settle any legal action and to act in your name.

You must not do anything which prevents us from doing this and you must give us all the information and cooperation that we require.

## Claim payment examples

These Claim payment examples show you how a claim settlement may be calculated based on some practical scenarios. Any actual claim settlement amount will depend upon the facts of each case. For the purpose of the scenarios you are not registered for GST.

Claim Example 1	
Cover type	Building Insurance
Buildings sum insured	\$250,000
Excess	\$100
Loss or damage	Storm damage to your roof.
How we settle your claim	<ul style="list-style-type: none"> <li>• We arrange for a builder to repair your roof for \$4,000</li> <li>• We pay the builder \$3,900</li> <li>• We ask you to pay the builder the \$100 excess.</li> </ul>

Claim Example 2	
Cover type	Building and Contents Insurance and loss of rent
Building sum insured	\$300,000
Contents sum insured	\$50,000
Loss of rent sum insured	\$15,000
Excess	\$100
Loss or damage	<p>Your buildings and contents are partially destroyed by fire.</p> <p>We agree that your tenant is unable to live in your buildings and you suffer loss of rent.</p>
How we settle your claim	<ul style="list-style-type: none"> <li>• We choose to pay you directly for the damage</li> <li>• We pay you \$25,900 as follows</li> <li>• Building repairs \$15,000</li> <li>• Content replacement \$5,000</li> <li>• Loss of rent \$6,000</li> <li>• Less excess \$100</li> <li>• Total \$25,900.</li> </ul>

Claim Example 3	
Cover type	Rent default and theft by a tenant
Excess	\$250 = \$100 (standard) plus \$150 (additional excess applicable to VIC or NSW)
Loss	Tenant stops paying you rent (VIC or NSW).
How we settle your claim	<ul style="list-style-type: none"> <li>• We assess your rent default at \$8,000</li> <li>• Less applicable excess, \$250</li> <li>• We settle your claim for \$7,750.</li> </ul>

Claim Example 4	
Cover type	Liability
Loss or damage	Liability to pay for damages for personal injury to a third party
How we settle your claim	<ul style="list-style-type: none"> <li>• We pay the legal costs of \$10,000</li> <li>• We pay the medical expenses incurred by the third party of \$22,000.</li> </ul>

# Our Service Commitment

CGU Insurance is proud of its service standards and supports the General Insurance Code of Practice. In an unlikely event that you are not satisfied with the way in which we have dealt with you, as part of our commitment to customer service, we have an internal dispute resolution process in place to deal with any complaint you may have.

If you are not satisfied with any of the following, please contact your nearest CGU Insurance office.

- one of our products
- our service
- the service of our authorised representatives, loss adjusters or investigators
- our decision on your claim.

Our staff will help you in any way they can. If they are unable to satisfy you, they will refer the matter to the appropriate manager who will immediately deal with the matter. If the manager cannot resolve the matter, the manager will escalate the matter to our internal dispute resolution staff.

Our internal dispute resolution staff will review the matter and will try to reach a satisfactory outcome. Once their review has been completed, they will advise you of our final decision within 15 working days. If they need longer, they will contact you and explain the reasons why. Our internal dispute resolution process is a free service to you.

If you do not agree with our final decision, you are entitled to seek an external review of our decision. We will provide you with information about options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

You will not be able to have your dispute resolved by the FOS if you are not eligible under the FOS's Terms of Reference.

Further information about our complaint and dispute resolution procedures is available by contacting us.

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# How we pay a claim for your buildings when your schedule does not show 'including replacement benefit'

When damage or loss occurs to your buildings, we will do one of the following:

- reinstate or repair your buildings to the condition they were in just before the damage or loss occurred
- pay you the cost of reinstating or repairing your buildings to the condition they were in just before the damage or loss occurred
- pay you the value of the land and your buildings just before the damage or loss occurred. We will reduce this payment by the value of your land and your buildings after the damage or loss occurred.

We decide which one we will do.

We will pay for the damaged portions of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will try to match any material used to repair your buildings with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

# Notes



**Insurer**

CGU Insurance Limited  
ABN 27 004 478 371  
AFSL No. 238291

**[aon.com.au/landlords-insurance](http://aon.com.au/landlords-insurance)**

**1800 105 900**

GPO Box 4962  
Melbourne VIC 3001

Aon Personal Insurance is a division of  
Aon Risk Services Australia Limited  
ABN 17 000 434 720



PID1343\_F REV5 4/13