



Residential Landlords Plus Insurance

Product Disclosure Statement (PDS)



Table of Contents

Product Disclosure Statement (PDS) Important Information 3

Introduction	3
About the Insurer	3
About LIGO	3
About the Insurer’s Agent.....	3
Privacy	3
About the Policy Cover.....	4
Cooling Off Period	4
Summary of Cover.....	4
Section 1 – Building:.....	4
Section 2 – Contents:	4
Section 3 – Loss of Rent:	5
Section 4 – Legal Liability:	5
Section 5 – Rent Default:	5
Understanding Your Cover.....	5
Adequate Sum Insured – Building.....	5
Your duty not to make a misrepresentation.....	5
How to Apply for Insurance Cover	6
Renewals	6
Excesses	6
Premium.....	7
Cancellation	7
How to make a claim.....	7
Financial Claims Scheme	7
Complaints Resolution	7
Internal Dispute Resolution	8
External Dispute Resolution.....	8
Policy Wording.....	9
Our Agreement	9
General Definitions applicable to all Sections	9
General conditions applicable to all Sections	14
General Exclusions applicable to all Sections	18
Section 1 – Building (Optional*).....	21
What You are insured against.....	21
Additional Benefits.....	21

Exclusions of Cover	23
Basis of Settlement	23
Payment of Excess	23
Our Limit of Liability.....	23

Section 2 – Contents

What You are insured against.....	25
Additional Benefits	25
Exclusions of Cover	26
Basis of Settlement	26
Payment of Excess	27
Our Limit of Liability.....	27

Section 3 – Loss of Rent.....

What You are insured against.....	28
Additional Benefits	28
Conditions specific to Section 3 – Loss of Rent.....	28
Exclusions of Cover	28
Basis of Settlement	28
Payment of Excess	29
Our Limit of Liability.....	29

Section 4 – Legal Liability

What You are insured against.....	30
Definitions specific to Section 4 – Legal Liability ..	30
Exclusions of Cover	30
Basis of Settlement	31
Payment of Excess	31
Our Limit of Liability.....	31

Section 5 – Rent Default.....

What You are insured against.....	32
Additional Benefits	32
Conditions specific to Section 5 – Rent Default.....	32
Exclusions of Cover	32
Basis of Settlement	32
Payment of Excess	32
Our Limit of Liability.....	33

Product Disclosure Statement (PDS) Important Information

Introduction

This document is dated 12th September 2023.

This document is made up of two parts, Important Information, which includes information about Your excesses, the general insurance code of practice, who is Honan Insurance Group Pty Ltd and who is the Insurer of the Policy and the Policy Wording.

This document contains important information, which You should read carefully before deciding to take out any insurance cover. The information in this document is general in nature and does not take into consideration Your individual objectives, financial situation or needs. To understand who this product is generally designed for and who this product is generally not designed for, You can review the Target Market Determination (TMD) which is available on the LIGO website at www.ligoinsurance.com.au

We recommend that You seek advice from an insurance broker or other professional advisor to ensure that this insurance meets Your needs.

The Policy provides a number of covers, which are provided to You as a retail client under The Corporations Act 2001 (Cth).

This booklet is an important document, We recommend that it be kept in a safe place for future reference. Should You require any further information about this, please contact Honan Insurance Group Pty Ltd trading as Honan Insurance Brokers (Honan Insurance Group) (AFS Licence No. 246749) (ABN 67 005 372 396). The contact details of Honan Insurance Group are set out under "About the Insurer's Agent".

We may need to update this PDS from time to time if certain changes occur when required and permitted by law. We will issue You with a new PDS or a supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, We may issue You with notice of this information in other forms or keep an internal record of such changes. You can get a paper copy free of charge by contacting Us using Our details provided in this document.

The information in this PDS was current at the date of preparation. If it becomes necessary, We will issue a supplementary or replacement PDS.

About the Insurer

The Insurer of this Policy is HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFS Licence number 458776) with its principal place of business at Level 19, 20 Martin Place, Sydney, NSW, 2000. In this document, unless We specifically say otherwise, HDI Global Specialty SE – Australia acting through its agent (as explained below) are referred to as the "Insurer", "We", "Us" or "Our" unless We specifically say so at the beginning of a section. The Insurer is regulated by the Australian Prudential Regulation Authority (APRA).

The Insurer is a branch of HDI Global Specialty SE, which is a limited liability company registered in Germany with registration number HRB211924 and authorised by Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act (Versicherungsaufsichtsgesetz).

The Insurer has authorised the release of this booklet. You should contact Honan Insurance Group in the first instance in relation to this insurance.

About LIGO

LIGO is Honan Insurance Group's Underwriting Division and is the brand under which this insurance product is made available to the market.

About the Insurer's Agent

Honan Insurance Group is an agent of the Insurer and acts under a binding authority agreement provided by the Insurer to administer and issue policies, alterations, and renewals.

In all aspects of arranging this Policy and any renewals, Honan Insurance Group acts as an agent of the Insurer and not as agent for You, the strata committee, or any other Insured. Honan Insurance Group is authorised to provide such services under their AFS License.

Honan Insurance Group's registered address: Level 9, IBM Centre, 60 City Road, Southbank, VIC 3006 Phone: (+613) 9947 4333 Fax: (+613) 9947 4300.

Privacy

In this Privacy Statement only, the use of: 'We', 'Us' and 'Our' means Honan Insurance Group and/or HDI Global Specialty SE (including its branches such as the Australian branch who is the Insurer of this Policy) unless otherwise stated.

We are committed to protecting Your privacy. We are bound by the obligations of the Privacy Act 1988 (Cth). This sets out basic standards relating to the collection, use, storage, and disclosure of personal information.

We need to collect, use, and disclose Your personal information (which may include sensitive information) to consider Your application for insurance and to provide the cover You have chosen, administer the insurance and assess any claim. You can choose not to provide Us with some of the details or all Your personal information, but this may affect Our ability to provide You the cover, administer the insurance or assess a claim. In order to provide the cover, administer the insurance and assess and otherwise deal with claims, We will disclose Your personal information to the relevant insurance underwriters.

We may also, in the course of providing insurance, disclose personal information to the following third-party organisations (some of which may be outside Australia):

- Persons involved in claims;
- Reinsurers;
- External valuers and appraisers;
- Loss adjustors and other investigators;
- Professional advisers, such as accountants and lawyers;
- External disputes resolution scheme;
- Other organisations that provide services to the Insurer in relation to the provision of insurance.

To assist Us in providing insurance services to You, We may transfer personal information overseas to third party service providers, including without limitation to Malaysia, Hong Kong, Singapore, the United States of America, European Union, or the United Kingdom.

The privacy policy contains information on how You may access personal information held by Us and how to seek correction of such information. It also provides information on how You can make a complaint against Us for a breach of the Australian Privacy Principles (APPs) that bind the Insurer.

Honan Insurance Group's privacy policy can be found at www.honan.com.au/privacy-policy/

HDI Global Specialty SE's privacy policy can be found at <https://www.hdi.global/legal/privacy/>

About the Policy Cover

This LIGO Residential Landlords Plus Insurance Policy is designed to provide insurance for Accidental loss or Damage to the Buildings and/or Contents that make up Your Insured Property.

There are five (5) sections of insurance cover available under this Policy. Information on what is covered and what is excluded (the terms and conditions and exclusions) are shown under each of the sections and also in General Conditions and General Exclusions sections.

Please read the documents that make up the Policy carefully. If You have any questions, please contact Honan Insurance Group or Your broker:

Phone: +61(3) 9947 4333 Fax: +61(3) 9947 4300 or

Email: landlords@honan.com.au

Cooling Off Period

You have the right to cancel the Policy by notifying Us in writing within 21 days of the date it was issued to You. This period is referred to as the "cooling off" period. However, You cannot cancel the Policy within the cooling off period if You have exercised or plan to exercise any right or power under the Policy (e.g. made a claim).

If You cancel the Policy within the cooling off period and You have not made a claim under the Policy during the cooling off period, You will receive a full refund of Your Premium less any non-refundable government charges, taxes, and levies that We cannot recover.

After the cooling off period ends You still have cancellation rights. Please see the "Cancellation" section under "General Conditions applicable to all sections" of this document.

Summary of Cover

The following is a summary of the major benefits of covers available under the Policy. Please refer to each section of Cover, General Conditions and General Exclusions sections for full details of cover terms, definitions, conditions, and exclusions.

You can choose from two levels of cover:

Option A - Building and Contents cover - Your Building and Contents and all additional covers (sections 1-5).

Option B – Contents only cover – Your Contents only and all additional covers (sections 2-5).

Your Schedule will indicate what option and level of cover You have chosen. The Schedule will also state the Excess You will have to pay for each claim if not included in the Policy.

Section 1 – Building [optional]:

Cover against physical loss or Damage to Your Building occurring during the Period of Insurance up to the Sum Insured stated in the Schedule.

Section 2 – Contents:

Cover against physical loss or Damage to Your Contents occurring during the Period of Insurance up to the Sum Insured stated in the Schedule.

Section 3 – Loss of Rent:

Cover for up to 52 weeks Loss of Rent, if the Insured Property becomes Untenantable following a claim accepted under section 1 or 2 of this Policy, limited to a maximum of \$850 per week.

Section 4 – Legal Liability:

Cover for claims for compensation or expenses, which You become legally liable to pay in respect of Personal Injury or Insured Property Damage, in connection with Your ownership of the Insured Property because of an Event happening during the Period of Insurance up to the maximum Limit of Liability stated in the Schedule.

Section 5 – Rent Default:

Cover for loss of Rent due to the occurrence of one or more of the Events noted under section 5, for the periods stated, if Your Tenant fails to pay the agreed Rent and is in breach of the Lease with You during the Period of Insurance up to the Sum Insured.

Understanding Your Cover

Like all insurance contracts, the Policy contains exclusions, terms, and conditions, as well as limits and sub-limits that You should be aware of when considering whether to purchase this product.

To understand the type and amount of cover, what can be claimed and what is excluded, the following documents which make up Your Policy should be carefully read and understood together:

- This document, tells You what is covered, sets out important definitions explaining what We mean by certain words, the claims procedure, what Excesses You may have to pay, exclusions, what You and We need to do in relation to claims, cancellation rights and other terms and conditions of cover;
- The Schedule issued by Us shows the insurance cover issued. It includes any changes, exclusions, terms, and conditions which are specific to You and may amend the Policy; and
- Any other written changes advised by Us in writing (such as an Endorsement or a supplementary PDS). These written changes vary or modify the above documents.

Only those sections shown as insured in the Schedule are insured; if any section is shown as not insured, no claim can be made under that section.

This document is also the PDS for any offer of renewal We may make unless We advise You otherwise. Please keep any documents that make up Your Policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

Adequate Sum Insured – Building

Where an Event gives rise to a claim, the Building Sum Insured should be sufficient to allow for the Replacement of the Building including all associated costs (e.g. the value of demolition work, removal of debris, surveying, engineering, architectural fees etc.).

In the event of a total loss to Your Building, You may be uninsured for part of Your loss if Your nominated Sum Insured does not represent the full reinstatement cost of Your Insured Property.

To help You calculate the replacement value of the Building, We provide a ‘Building Calculator’ that You can access at Our website <https://www.ligoinsurance.com.au>. This is only a guide, You should seek the services of an architect, builder, quantity surveyor, valuer, or other suitably qualified professional for an expert opinion.

It is Your responsibility to ensure Your nominated Sum Insured is adequate to ensure no gaps in cover. A professional valuation of all Insured Property and land should be obtained by a certified valuer where possible.

Your duty not to make a misrepresentation

Before You enter into this contract of insurance, You have a duty under the *Insurance Contracts Act 1984 (Cth)* to take reasonable care not to make a misrepresentation to Us when answering Our questions.

A misrepresentation includes a statement that is in anyway false, misleading, dishonest or which does not fairly reflect the truth. e.g. a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

You and any other insured person(s) must answer Our questions with relevant and complete information, and You must take reasonable care not to misrepresent any information that You give to Us including on behalf of anyone else that You want to be covered under this Policy.

When answering Our questions:

- take reasonable care to make sure Your answers are true, honest, up to date and complete in all respects. You may breach the duty if You answer without any care as to its truth or if You only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for You, We will treat their answers as Yours. In such a case You should check that the questions have been answered correctly on Your behalf by them.

If any of the information You have provided to Us changes between the date of Your application and the date You enter into this contract of insurance with Us, You must let Us know immediately.

You also have this duty before You extend, change, replace or renew this Policy, up until the time We agree to such change, replacement, or renewal.

If You fail to meet Your duty, to the extent permitted by law, We may reject or not fully pay Your claim. We may also, or as an alternative, cancel Your insurance.

If Your failure to comply with Your duty is fraudulent, payment of Your claim may be refused, and We may treat the Policy as if it never existed.

If We believe the duty has been breached, We will inform You why We so believe and will reasonably consider any response from You to the contrary. If We are unable to agree with You, We will provide You with information on Our dispute resolution procedures (which are set out at pages 7 and 8 of this document.)

You have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending, or renewing the Policy.

This means that it is essential that You respond to specific questions that We ask honestly and to the best of Your knowledge, including where We ask You to confirm or update information that You have previously given to Us when entering into, varying, extending, or renewing the Policy.

To assist You with providing Us with honest and accurate responses to any questions We ask of You, We have endeavored to ensure that any question We ask are clear and easy to understand. Further, where possible, We have also included examples of the types of responses We are looking for when asking a particular question.

If You are unclear of any particular question or would like Us to explain it to You, please get in touch with Us and We will explain this to You.

We may also give you a copy of anything you have previously told us and ask you to tell us if it has changed. If We do this:

- You must tell us about any change (if you do not tell us about a change, You will be taken to have told us that there is no change); or
- tell Us that there is no change.

In determining whether You have fulfilled this duty to take reasonable care not to make a misrepresentation to Us, We will consider all of the relevant circumstances of a particular case. If You do not respond honestly and accurately to specific questions that We ask, We may

(acting reasonably) cancel Your Policy or reduce the amount We will pay You if You make a claim, or both.

It is therefore vital that You be honest and specific in Your responses. If Your failure to take reasonable care not to make any misrepresentation is fraudulent, We may refuse to pay a claim and treat the Policy as if it never existed.

How to Apply for Insurance Cover

You need to complete an application form. We will use the information You supply to determine the terms of cover We will provide. The terms of cover are contained in this document, the relevant Schedule, and any other documents that We tell You form part of the Policy.

Renewals

Before the expiry date of the Policy, We will send You a notice advising whether We will offer to renew the Policy and on what terms. You should carefully check the information shown on each renewal notice to ensure that the details are correct.

If We are offering to renew Your Policy, the Policy will automatically renew if We do not hear from You otherwise. You can opt out from this automatic renewal at any time.

At renewal, You should also review the Sum Insured to make sure they are still appropriate for Your needs. Your Building Sum Insured will be automatically adjusted at renewal, if renewal is offered, to take into account various factors including inflationary trends. However, it is Your responsibility to check that the amount is sufficient for Your needs.

We may provide You with a supplementary PDS or a replacement PDS if any information in the original PDS has changed since the insurance was first taken out and if We are required to do so under relevant law.

Excesses

If You make a claim under the Policy, You may be required to pay an Excess.

Payment of any Excess shown in the Policy or in the Schedule for each claim made may be requested from You prior to payment of a claim or may be deducted from Our payment if Your claim is accepted.

The amount of Excess payable by You is shown in the Policy or in the Schedule.

Please refer to the Excess section on page 16 of this document.

Premium

References to the Premium under this Policy means the amount that We charge You when You first acquire and/or when You renew the Policy. The Premium payable by You will be shown on Your Schedule. We may increase or decrease the Premium payment when changes are made to Your Policy or upon renewal. We consider a number of factors when calculating the Premium for this Policy. They include but are not limited to; the type of Insured Property (including its age and construction), the Location of the Insured Property, the level of cover requested, any applicable, taxes and duties and Your previous insurance and claims history. We will notify You Your Premium in writing prior to inception or renewal of the Policy and following any variations to the Policy We agree with You.

Premiums are also subject to Commonwealth and State taxes and/or charges, including Fire Services Levy (where applicable), GST and stamp duty, as well as any additional charges including fees and commissions. These amounts will be shown on Your Schedule.

Please note that the cover We provide is subject to the Premium being paid by You. If You do not pay the annual Premium, then this Policy will not operate, and no cover will be provided under this Policy.

How to pay Your Premium

You must pay Your Premium via any of the options provided on Your Schedule.

Cancellation

In addition to Your rights during the cooling off period, this Policy may be cancelled by You at any time by notifying Us in writing. Cancellation of the Policy will take effect on the date specified by You in Your notice.

We may cancel the Policy pursuant to any right at law and as set out in the Insurance Contracts Act 1984 by giving You written notice to that effect.

Further details about cancellations are shown in the "Cancellation" section of this document under "General Terms and Conditions applicable to all Sections of Cover."

How to make a claim

If You need to make a Claim under this Policy, You may do so by:

1. visiting the claims section available on the LIGO website at: <https://www.ligoinsurance.com.au> or
2. sending a written notification of the claim to Honan Insurance Group at the following address as soon as reasonably practicable:

Address: Level 9, IBM Centre, 60 City Road, Southbank, VIC 3006

Phone: (+613) 9947 4333
 Fax: (+613) 9947 4300; or
 Email: landlords@honan.com.au

The Insurer has engaged and may assign the handling of Your claim on their behalf to Risksmart Claims Solutions Pty Ltd (ABN 48 122 240 224) (AFS Licence No. 530859) (Risksmart) in accordance with this PDS. Risksmart is a subsidiary of Honan Insurance Group. Risksmart is authorised to provide claims management services for local and international business and insurers, including the Insurer, HDI Global Specialty SE - Australia.

If You delay in reporting Your claim, We may not pay for any additional loss, damage or liability caused by Your delay.

Further details about making a claim are shown in the "Claims Procedures" section of this document under "General Conditions applicable to all sections".

Financial Claims Scheme

In the unlikely event the Insurer becomes insolvent and is unable to meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme.

Access to the Scheme is subject to eligibility criteria. Information about the scheme can be obtained from <https://www.fcs.gov.au>.

Complaints Resolution

We take the concerns of Our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that You can access. Any complaint relating to this Policy should be referred to Honan Insurance Group.

You can make a complaint by contacting Honan Insurance Group using the contact details below:

Complaints Team
 Honan Insurance Group
 Address: Level 9, IBM Centre, 60 City Road, Southbank, VIC 3006
 Phone: (+613) 9947 4333
 Email: complaints@honan.com.au

Honan Insurance Group will acknowledge Your complaint within one (1) business day of receiving Your complaint.

For complaints relating to the Policy other than claims, Honan Insurance Group will direct Your complaint to Us for resolution. The contact details for making a complaint with Us directly, are set out below.

Internal Dispute Resolution Committee
 HDI Global Specialty SE – Australia
 E-mail: HGABdisputes@hdi-specialty.com

We may engage claims handling services from a third party, including Risksmart and where We do so, they will forward Your complaint for Our consideration.

Internal Dispute Resolution

If We are unable to resolve Your complaint and You advise Us that You wish to take it further, Your complaint will be reviewed by members of Our internal dispute resolution team.

Please provide Us with Your claim or Policy number (if applicable) and as much information as You can about the reason for Your dispute.

We will investigate Your complaint or dispute and make a decision in relation to Your complaint or dispute within thirty (30) calendar days. If We are able to resolve Your complaint or dispute to Your satisfaction within five (5) business days after receiving it, You will not receive a written response to Your complaint or dispute, unless the complaint is regarding: a declined claim; the value of a claim; financial hardship; or You have asked for a response in writing.

Otherwise, Our decision on Your complaint or dispute will be communicated to You in writing. We will keep You updated as Your complaint or dispute is being investigated and will provide progress updates to You at least every ten (10) business days.

External Dispute Resolution

If You are still dissatisfied with Our decision on Your complaint or dispute or We are unable to resolve Your complaint or dispute to Your satisfaction within thirty (30) calendar days, You may refer the matter to the Australian Financial Complaints Authority (AFCA), subject to AFCA's rules on whether it can deal with Your complaint. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Any determination AFCA makes is binding on Us, provided You also accept the determination. You do not have to accept their determination and You have the option of seeking remedies elsewhere. AFCA has authority to hear certain complaints. Contact AFCA to confirm if they can assist You.

The contact details for AFCA are:

Australian Financial Complaints Authority
 GPO Box 3
 Melbourne VIC 3001
 Phone: 1800 931 678
 Email: info@afca.org.au
 Website: www.afca.org.au

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The Code outlines the standards that insurers need to deliver. It lets You know what You should expect from Your insurance company.

Introduced by the Insurance Council of Australia, the Code sets out the standards that general insurers must meet when providing services to their customers. It also sets out timeframes for general insurers to respond to claims, complaints, and requests for information from customers. 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 You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code as well as identifying areas for improvement of insurance practices and helping the general insurance industry understand and comply with the Code. Anyone can report alleged breaches of the Code to the CGC at any time.

Further information about the Code or the CGC and Your rights under it is available at <https://insurancecouncil.com.au/cop/>

Policy Wording

Our Agreement

Subject to the terms and conditions, limits and exclusions contained within Your Policy and subject to the payment of the Premium, We will provide You cover under the sections shown as 'Insured' on Your Schedule up to the Sums Insured as noted on Your Schedule of insurance or as per the limits shown in the documents that make up the Policy.

How much We will pay

The most We will pay for a claim is the Sum Insured shown on Your Schedule or any fixed limit stated in the Policy which applies to the cover or section You are claiming under less any Excess.

General Definitions applicable to all sections

The following definitions shall apply to these words when used in Your Policy (regardless of the Section of Cover), unless otherwise defined in the individual Sections of Cover. We have used the headings in this document to help guide You. These headings are purely descriptive in nature. You should not rely on headings to interpret the Policy. Each Section of Cover may also contain additional definitions that apply to that Section of Cover.

Accident or Accidental

means a sudden Event of an unforeseen and unintended nature.

Act of Terrorism

Act of Terrorism includes any act, or preparation in respect of action, or threat of action, designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation 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) de jure or de facto, and which:

- i. involves violence or threat of violence against one or more persons; or
- ii. involves Damage to the Insured Property; or
- iii. endangers life other than that of the person committing the action; or
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or disrupt an electronic system.

Action by the Sea

Action by the Sea means the natural movement of seawater including rises in the level of the ocean or sea, Storm, surge, sea waves, high tides, or king tides.

Aircraft

means any vessel, craft, machine, or object made or intended to fly or move in or through the atmosphere or space and include drones and other remotely or autonomously controlled aircraft.

Body Corporate

means the legal owner(s) of a strata title development and Common Property incorporated under the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, or similar legislation which applies where the Lot/ Unit is situated.

Bond Monies

means Money paid by the Tenant at the start of the current Lease and is held as security against loss or Damage to the Building and/or Contents, outstanding Rent, or other costs. Your Policy will operate on the basis that such Bond Money shall equal to at least four (4) weeks Rent has been paid.

Building

means the residential Insured Property, fixtures and fittings and any structural improvements that You own or are responsible for, used by Tenants primarily for domestic purposes at the Location shown in the Schedule, including:

1. All garages, carports, outbuildings, improvements, and fixtures of a structural nature, other than Floating Floors;
2. Sealed driveways;
3. Any permanently fixed outdoor items, including solar panels, satellite dishes, clothes lines, outdoor lights, and Rainwater tanks;
4. Marinas, wharves, jetties, docks, pontoons, swimming platforms or similar type facilities (whether fixed or floating but which are at all times connected to dry land) which are used for non-commercial purposes, and which do not provide fuel distribution facilities;
5. Tennis courts, In-ground swimming pools and spas;
6. Services (including underground) owned by You or for which You are responsible, and which are located within the building or at the Location;
7. All hard wired or plumbed ducted air conditioners, stoves, ovens, hotplates, hot water systems, built-in cupboards, and bathroom fittings;

Building does not mean or include:

1. Any item defined as Contents
2. Common Property if the Building is part of a strata title or any property that is insured by the Body Corporate;
3. Temporary wall, ceiling, or floor coverings;
4. Window coverings, internal blinds, carpets, or light fittings;
5. Fixtures removable by a Tenant at the end of the Lease;
6. Plants, shrubs, trees, grass, or lawns;

7. Unpaved paths or driveways including loose or compacted soil, gravel, pebbles, rocks, or sand;
8. Caravans, trailers, or Vehicles of any kind;
9. Illegal installations or construction which were not approved or built in accordance with applicable regulations;
10. Any part of the Insured Property used for farming of any description;
11. Generators, turbines, weirs, water conveyance systems, intake structures and dams, foundations, electric cables, gearboxes, transformers (including switchgear panels and circuit breakers), transmission and distribution lines, and sub-stations.

Common Property

Common Property means land or any areas at the Location that You, Your Tenants and other people are entitled to use such as community title, strata title schemes or flats which is not part of Your Lot/Unit unless it is secured and You and Your Tenants have exclusive access to under the regulation of Your Body Corporate (including storage areas, parking areas and garages shared by multiple units, walkways, and stairways).

Communicable Disease

means:

- a) Rabies;
- b) Cholera;
- c) Highly Pathogenic Avian Influenza;
- d) Any disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC);
- e) Any disease determined to be a 'listed human disease', or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared, under the Biosecurity Act 2015 (Cth). A reference to the Biosecurity Act 2015 (Cth) includes any amendment, replacement, re-enactment, or successor legislation. A reference to Listed Human Disease, Biosecurity Emergency or Human Biosecurity Emergency shall have the meaning found in any replacement definition, in any amendment, replacement, re-enactment or successor legislation, or where there is no replacement definition the term shall have the meaning of a term which is substantially similar in meaning as defined in or declared in any amendment, replacement, re-enactment or successor legislation.

Computer System

means, any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device, server, cloud, or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage

device, networking equipment or back up facility, owned or operated by You or any other party.

Contents

Contents means all contents that You own or are legally liable for, at, in or adjacent to Your Location, while temporarily removed elsewhere within the Territorial Limits or while in transit to and from Your Location, including but not limited to:

1. Domestic appliances, equipment, furniture, and furnishings for which You are responsible or for which You have assumed responsibility to insure;
2. carpets, light fittings, internal blinds, and internal curtains;
3. Garden equipment, including ride on mowers, carts/buggies or similar that are not required to be registered and;
 - At the Location, or;
 - While temporarily removed to another location for repair or service;
4. Swimming pools that are not in-ground including their covers and accessories;
5. Works of art/sculptures, and antiques (other than furniture)

Contents does not include:

1. Anything defined as Building
2. Vehicles (other than garden appliances not required to be registered), caravans, Watercraft, Aircraft or their accessories and spare parts
3. Personal property owned by a Tenant
4. Works of art/sculptures, and antiques, valued over \$5,000 any one item unless We have agreed in writing to insure these, and this is noted on the Schedule
5. Pets and animals, including livestock, fish, birds
6. Tennis courts, plants, lawns, trees, shrubs, stones, gravel, and mulch except where otherwise covered under the Policy
7. Personal effects and valuables designed to be worn or carried by a person such as:
 - footwear, baggage, handbags, wallets, jewelry, watches, clothing
8. Valuable items such as:
 - cash, smart cards, phone cards, documents able to be cashed or traded, vouchers, money orders or stamps; medals, collections, or Memorabilia; items made of, or plated with, gold or silver; precious stones;
9. Musical instruments and sporting or recreational equipment (including bicycles);
10. Portable battery-operated appliances such as: electronic tablets (e.g. iPads), laptops, cameras, mobile phones, iPods, MP3 players;
11. Computer System (as defined) and their associated accessories such as monitors, printers, and scanners;

12. Electronic Data and images on films, negatives, or photographs (digital and printed), memory cards or hard drives;
13. Tools of trade or commercial or retail stock.

- c) Ambulance Service;
- d) State Emergency Service; or
- e) other recognized emergency service.

Cyber Loss

means any loss, Damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident.

Cyber Act

means an unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

means, any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Damage

means any partial or total physical loss of, or destruction of Insured Property from any sudden and Accidental cause not otherwise excluded by this Policy. Damaged has a corresponding meaning.

Data

means information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a Computer System.

Deliberate Act

means an intentional or Malicious Act that results in loss or Damage to the Insured Property

Depreciation

means the reduction of an items value due to factors such as Wear and Tear and calculated in accordance with the method prescribed by the Australian Taxation Office.

Emergency Service Personnel

Means any person who is a member of the following organisations:

- a) Police;
- b) Fire Service;

Endorsement

means a written alteration to the terms, conditions, and limitations of this Policy.

Erosion

means the process of removing, dissolving, weakening, or transporting soil, rocks and any other materials that support the land, buildings or Insured Property by water, ice, wind, or other natural factors. Excluding natural weathering.

Event(s)

means a happening or an incident not intended to happen which occurs and causes or results in:

- a) loss or Damage, or a series of losses or Damages to the Insured Property that is insured by this Policy and/or
- a) Liability for Personal Injury as covered under section 4 - Liability

Excess

means the amount You must pay towards the cost of any claim You make. The amount of the Excess applicable is shown in the Schedule or the documents that make up the Policy.

Floating Floors

means laminated, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight, with or without skirting at perimeter walls.

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) A lake (whether or not it has been altered or modified);
- b) A river (whether or not it has been altered or modified);
- c) A creek (whether or not it has been altered or modified);
- d) Another natural watercourse (whether or not it has been altered or modified);
- e) A reservoir;
- f) A canal;
- g) A dam.

Fusion

means the process of fusing or melting together the windings of an electric motor following Damage to the insulating material as a result of overheating caused by electric current.

GST

means Goods and Services Tax as defined under "A New Tax System (Goods and Services Tax) Act 1999".

Indemnity Value

means the cost to rebuild, replace or repair the Insured Property, whichever is lesser, to a condition which is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration the age, condition and remaining useful life of said Insured Property immediately before the Event.

Insured, You, Your, Yours

means the person(s), companies or firms named on the Schedule as the Insured.

Insured Property

means the Buildings and/ or Contents (as defined under General Definitions applicable to all sections) at the Location as shown in the Schedule.

Lease/ Periodic Lease

means a written and enforceable rental agreement between You and the Tenant/s, which complies with the applicable State or Territory legislation, for a term of more than three (3) months. This includes when a Tenant continues to occupy the Insured Property after a fixed term Lease has expired and the Lease does not provide for its continuations and a:

- Notice to leave;
- Notice of intention to leave; or
- An abandonment termination notice,

has not been given by the Tenants to You or Your Property Manager or by You or Your Property Manager to the Tenant. The Tenant is treated as being under a Periodic Lease on the same terms which applied immediately before the Lease ended.

Location

means the address shown on the Schedule where the Insured Property is physically located.

Lot/Unit

means an area shown on a plan as a lot or unit in terms of a Strata Schemes Management Act, Strata Titles Act, Community Titles Act, or similar legislation applying where Your insured Property is situated.

Malicious Act

means a wrongful act motivated by malice, vindictiveness, or spite by others and not You with the intention of damaging the Insured Property.

Memorabilia

means objects kept or collected because of their association with people or events including but not limited to souvenirs, mementos, keepsakes and relics.

Money

means irreplaceable current coin, bank notes, currency notes, cheques, credit card sales and/or discount house vouchers, postal orders, money orders, unused postage and revenue stamps and including the value of stamps contained in franking machines, whilst at the Location and whilst in transit to and from the Location anywhere in Australia, including whilst contained in the night safe of any bank or financial institution where You transact business, and in Your personal custody and/or persons authorised by You whilst contained in their private residences in a duly locked safe / strong room / cabinet outside normal business hours.

Open Air

means an area at the Location that is either not wholly enclosed by walls and a roof or cannot be completely closed, including a balcony, porch, veranda, carport, or garage.

Period of Insurance

means the period We will insure You for as shown in Your Schedule unless the Policy ends earlier in accordance with its terms or applicable law.

Pet

means a domestic animal that resides at the Insured Property owned by the Tenant. This does not include reptiles or any illegally housed animals.

Policy

means the insurance contract. Your Policy includes this document, any PDS we provide You, Your Schedule and any Endorsements or alterations made, that We tell You form part of the Policy.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals, bacteria and waste. Waste includes material to be recycled, reconditioned, or reclaimed.

Pollution

means physical loss or Damage arising out of the discharge, dispersal, release or escape of Pollutants into, from or upon any property, land, atmosphere or any watercourse or body of water (including ground water).

Premium

means the amount You must pay Us for the level of cover You have selected under this Policy as shown on the Schedule.

Property Manager

means the real estate company, firm or other entity acting on Your behalf as manager or agent for Your Insured Property.

Rainwater

means the rain, which falls naturally from the sky. It includes rainwater run-off over the surface of land but not Flood.

Re-letting Expenses

means reasonable costs associated with re-letting the Insured Property that the Tenant can be held liable for under their Lease or in terms of the Residential Tenancy Act or similar legislation where the Insured Property is located.

Re-letting Expenses include, but are not limited to:

- General cleaning and carpet cleaning;
- Gardening costs and rubbish removal;
- Water usage, letting fees and advertising; and
- The cost of minor repairs which are not covered by this or any other insurance.

Rent

means an amount of Money payable to You by Your Tenant in accordance with the Lease.

Rent Arrears

means when the Tenant's rental payments are overdue, to the extent that an eviction or breach notice on the grounds of a breach of lease to pay rent is issued in accordance with the Residential Tenancy Act or similar legislation.

Replacement

means:

- a) the reasonable cost of rebuilding, replacing, or repairing to a condition which is equivalent to or substantially the same as but not better or more extensive than when it was new; and
- b) the extra costs necessarily incurred to alter or upgrade Your Insured Property to comply with public, statutory, or environmental protection authority requirements, but does not include:

- i. Any costs that would have been incurred in complying with orders issued prior to the happening of the loss;
- ii. Any extra costs to alter or upgrade any undamaged portion of Your Insured Property if the cost to rebuild, replace or repair the Damaged portion is less than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed.

Schedule

means the document, which sets out the specific details (e.g. limits of liability, Excesses) which apply to You. The Schedule may include any Endorsements, We issue to You each time You request an addition, alteration, or renewal. The Schedule forms part of Your Policy.

Short-Term Lease

means a rental period for 3 months or less in total duration.

Storm

means violent atmospheric disturbance including cyclones and strong winds that may be accompanied by lightning, rain, hail, snow, or sleet.

Storm Surge

means an abnormal, temporary rise in the sea caused by strong winds of a cyclone or similar low atmospheric pressure system.

Sections of Cover

means the relevant sections of this Policy which detail the cover provided under this Policy. The Sections of Cover available are:

Section 1 – Buildings

Section 2 – Contents

Section 3 – Loss of Rent

Section 4 – Legal Liability

Section 5 – Rent Default

You are only covered for the Sections of Cover if Your Schedule shows as "insured".

Sum Insured / Limits of Liability / Limits of Indemnity

means the maximum amount We will pay any one claim under each applicable Section of Cover and is shown in Your Schedule except as otherwise provided for specifically in the Section of Cover.

Tenant

means any person authorised under the terms of a Lease or similar type agreement who occupies the Insured Property.

Tsunami

means a long and/or high sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

Territorial Limits

means the Commonwealth of Australia.

Unknown Persons

means a person, persons, or entity whose identity is not known, identified, or recognized by the person or group referring to them.

Untenantable

means Your Insured Property is destroyed or made completely or partially unfit to live in (e.g. utilities are not available, or it is not safe to live in) and You or Your Property Manager cannot re-let the Insured Property in its present condition until the loss or Damage covered by this Policy has been repaired, replaced, or reinstated. It does not include periods of elective maintenance or improvement.

Vehicle

means any type of self-propelled machine on wheels or self-laid tracks, except unregistered lawn mowers, and any trailers or other attachments made or intended to be drawn by any of those machines.

Watercraft

means any vessel, craft, machine, or object made or intended to be used on, in or under water.

Wear and Tear

means Damage or a reduction in value in the Insured Property through the ageing process, ordinary use, or lack of maintenance.

We, Our, Us, Insurer

means HDI Global Specialty SE – Australia, acting through its agent.

Written Consent

means a written authority You must obtain from Us and hold before You act or incur any expense or enter into any contract or contractual agreement in relation to cover provided under this Policy.

You, Your, Yours, Insured

means the person(s), companies or firms named on the Schedule as the insured.

General conditions applicable to all sections

These terms and conditions apply to all Sections within the Policy unless specified. In addition, each Section may have specific terms and conditions to the cover offered under that Section and those terms and conditions should be read in addition to the ones below.

Breach of condition

Subject to the provisions of the Insurance Contracts Act 1984 (Cth), payment of Your claim may be refused if You are in breach of any of the conditions of this Policy.

Lease

Cover under this Policy only applies when there is a current Lease in place between You and Your Tenant.

Premium Payment Warranty

The Premium is due on the date set out in the Schedule or 30 days after inception of the Policy, whichever is earlier (the “due date”).

If You fail to pay the Premium before the due date or if the payment method is dishonored and therefore, We have not received the payment by the due date, We will have the right to cancel the Policy and no cover under this Policy will operate.

Unless We tell You otherwise, any Premium payment reminder We send You does not change the expiry of the cover or the due date of the Premium.

Cancellation

In addition to Your rights during the cooling off period, this Policy may be cancelled by You at any time by notifying Us in writing. Cancellation of the Policy will take effect on the date specified by You in Your notice.

We may cancel this Policy in accordance with the provisions of the Insurance Contracts Act 1984 (Cth) by giving You written notice in which we provide You with Our reasons for cancelling the policy.

Our rights under the Insurance Contracts Act 1984 (Cth) to cancel the Policy include where You have:

- i. made a misrepresentation in breach of the duty to take reasonable care not to make a misrepresentation;
- ii. failed to comply with a provision of the Policy; or
- iii. failed to pay the Premium; or
- iv. made a fraudulent claim under the Policy.

If We cancel the Policy, cancellation will take effect from whichever is the latest of the following times:
4pm on the fifth business day after the date on which We issue You a cancellation notice, or
- the time specified in the notice.

Where We or You cancel the Policy, We will retain a pro rata Premium for the time the Policy has been in force.

Where You or We, cancel this Policy and prior to the Cancellation, You have notified to Us a claim under the Policy, then:

- a) You will not be entitled to a refund of any Premium reflecting that proportion of the unexpired Period of Insurance; and
- b) You will remain liable to pay any installments of Premium due under this Policy for the remainder of the Period of Insurance.

Your responsibilities

You must take all reasonable care and precautions to prevent or minimise loss, Damage, injury, illness, or liability including complying with any law, by-law, ordinance, or regulation that concerns the safety of persons or Insured Property. Should any Damage have occurred prior to commencement of the insurance and such Damage has not been repaired or made good, We shall not be liable for such Damage or any consequential loss, destruction or Damage arising from such pre-existing Damage.

Property Inspection Reports

You must complete a property inspection report or have Your Property Manager, or a qualified appraiser complete it:

- a) at the time when a new Lease commences
- b) at the time when an existing Tenant vacates the Insured Property; and/or
- c) at least on a 6 monthly basis if there is long term tenancy.

In the event of a claim We will require copies of the property inspection reports.

Changes and Alteration of Risk

You must tell Us as soon as reasonably practicable of any circumstances or changes or alterations that are intended to or are made which increase the risk of loss, Damage, injury, or liability, during the Period of Insurance. For example, We would consider the following circumstances or changes to be circumstances or changes which increase the risk of loss, Damage, injury, or liability, during the Period of Insurance:

- a) You commence using any part of Your Building for business, trade, or professional purposes, other than for the use of a home office.
- b) You remove any security devices that were specifically required by Us
- c) You carry out alterations, additions, demolition, repairs, or decorations to the Buildings costing more than \$100,000; or

- d) You terminate a Property Manager for the Insured Property.

When We receive this information, We may, acting reasonably:

- propose to change the terms and conditions of Your Policy
- propose to charge You an additional Premium; and/or
- decide not to offer to renew Your Policy.

We may cancel Your Policy if there is a change to Your circumstances which We consider, acting reasonably, to increase the risk of loss, Damage, injury or liability and We have not been able to reach an agreement with You on amended terms and conditions including Premium. In such situation, We will provide You with written notice of Our decision as required under law.

If We are not notified of changes to Your insurance details which increase the risk of loss, Damage, injury, or liability, during the Period of Insurance, We may not be liable for any loss, Damage or liability caused or contributed to by any such change or alteration.

Claims Procedures

On the happening of any Event, which may give rise to a claim, discovery of a crime, or claim made against You, You must:

- a) Take all reasonable precautions to prevent further loss, Damage, or liability;
- b) Notify the Police as soon as practicable if any of Your Insured Property is lost, stolen, or maliciously or intentionally Damaged;
- c) Notify Honan Insurance Group in writing as soon as practicable;
- d) Supply all information reasonably required to investigate, substantiate, settle, or defend the claim;
- e) Not arrange Replacement of any Insured Property or remove or dispose such Insured Property from the Location in connection with any claim without Our prior Written Consent (which will not be unreasonably refused or withheld);
- f) Not admit liability if an incident occurs which is likely to result in someone claiming against You and for which We insure You, without Our prior Written Consent (which will not be unreasonably refused or withheld).
- g) We have the right to negotiate, defend or settle in Your name and on Your behalf any claim and will have full discretion in the conduct of any proceedings or in the settlement of any claim.

When You claim on Your Policy, You must also supply Us with written detail of all other policies that You are reasonably aware of that may also cover or partially cover that loss, Damage, or liability.

Excess

The amount We will pay for a claim will be reduced by the amount of any applicable Excess.

We will also reduce the amount We will pay for any claim under this Policy by any Bond Monies that You are entitled to use to pay for or reduce the cost of any loss or Damage.

Please refer to the below table and Your Schedule for particulars of any Excesses applied or imposed.

Standard Excess	The Standard Excess of \$600 applies to all Section 1 – Building and Section 2 – Contents Claims (including legal liability claims under these sections), unless stated otherwise in Your Policy.
Imposed Excesses	An Imposed Excess may apply to Your Policy based on Our assessment of Your risk. If an Imposed Excess applies to Your Policy, this Excess is payable in addition to any other Excess, unless stated otherwise in Your Policy.
Pet Damage Excess	The Excess for Pet damage under additional benefits for Section 1 – Building and Section 2 – Contents will be the greater of the Standard Excess or the amount of the pet bond collected at commencement of Your Lease.
Section 3 – Loss of Rent Excess	The Excess for Section 3 – Loss of Rent is stated in the Schedule under Section 3 – Loss of Rent.
Section 5 – Rent Default Excess	The Excess for Section 5 – Rent Default will be the greater of, the Excess stated in the Schedule under Section 5 – Rent Default, or the remaining Bond Monies after subtracting allowable Re-letting Expenses, unless this is contrary to the law applicable in the State/Territory of the Location.
Earthquake and Tsunami Excess	A \$550 Excess applies in addition to any other Excess if You make a claim for loss or Damage as a result of an Earthquake or Tsunami, unless stated otherwise in Your Policy.
Unoccupied Excess	This Excess applies if at the time of an Event, the Insured Property has been unoccupied for a period of more than 60 continuous days. This Excess applies in addition to any other Excess that may be applicable.

Report to the Police

You must:

- As soon as practicable report to the Police any theft, attempted theft, or Malicious Act; and
- give Honan Insurance Group any incident report number they give You.

Other Interests

You must not transfer any interest in this Policy to any other party without Our Written Consent (which will not be unreasonably refused or withheld). All persons entitled to any benefit under this Policy are bound by the terms of this Policy. We insure only those interests which You have notified Us of during the currency of the Policy and We have agreed to insure and are noted on the Schedule.

Payments in respect of Good and Services Tax (GST)

Any Sum Insured/Limits of Liability / Limits of Indemnity shown in any Policy document is GST inclusive. When We make a payment to You, or on Your behalf, under this Policy for the acquisition of goods, services or other supply (or 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 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. Goods and Services Tax payments fall within the limits of the Policy, not in addition.

Proper law and Jurisdiction

- a) The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Australian law.
- b) Where an Event gives rise to a dispute under this Policy, including, but not limited to, its construction and/or validity and/or performance and/or interpretation, You agree to submit to the exclusive jurisdiction of any competent Court in the Commonwealth of Australia.

Restricting Our right to Recovery

Where another person is liable to compensate You for any loss, Damage or liability, which is covered by this Policy but You have agreed not to seek recovery of any monies from that person or have agreed to limit any amount so recoverable, either before or after the an Event of such loss, Damage or liability, We will not cover You under this Policy for that loss, Damage or liability to the extent that Our right of recovery has been restricted or limited by Your agreement.

Sanctions

We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or Our parent or affiliate, or ultimate holding company or reinsurer to any sanction, prohibition, or restriction under United Nations resolutions, or any of the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

Unoccupied Property

If the Insured Property is totally unoccupied for a period of more than 60 consecutive days, You must tell Us in writing and obtain Our Written Consent for cover to continue beyond that period. A higher Excess will apply to all claims relating to the unoccupied Insured Property

You are not covered for destruction, loss, or damage, if the Insured Property has not been occupied for a continuous period of 60 days or more, unless the destruction, loss, or damaged is as a direct result of:

- earthquake or Tsunami
- Lightning or thunderbolt
- Impact by a Vehicle, Aircraft, Watercraft, space debris, rocket, satellite, or a tree branch

The period of 60 consecutive days is calculated from the date when the Insured Property was last occupied, regardless of the commencement or renewal of Your Policy.

General Exclusions applicable to all sections

These general exclusions apply to all Sections of Cover within the Policy. However, each Section of Cover may also have specific exclusions to the cover offered under that Section of Cover and those exclusions should be read in addition to the ones below.

None of the sections provides cover for loss, Damage, destruction, injury, or liability directly or indirectly caused by, arising from or because of, directly or indirectly from:

1. Flood
2. Action of the Sea, including any ocean, harbour, bay, or tidal water (other than that directly attributable to Damage caused by Tsunami).
3. A bushfire, Storm, or Tsunami that occurs within 72 hours of the start of this insurance policy, except where:
 - i. You became the owner of the Insured Property during that period; or
 - ii. There is continuation of cover, when another policy covering Your Insured Property expired at the effective date of this Policy, but not when You cancelled the policy prior to the expiry date, and only up to the Sum Insured covered under the expired (any increase in Sum Insured will not be covered for these events for the first 72 hours specified).
4. Erosion, landslide, or subsidence unless the loss or Damage occurs within 72 hours of, and is caused by:
 - i. An Earthquake or tsunami;
 - ii. a Storm; or
 - iii. an Explosion
5. A Deliberate Act committed by You, Your family, Your Property Manager, any person invited onto the Insured Property by You or any person acting on Your behalf or with Your consent.
6. Any conduct by You, Your family, Your Property Manager, any person invited onto the Insured Property by You or any other person acting with Your knowledge or participation that is:
 - a) Dishonest, fraudulent, or criminal;
 - b) Willfully or recklessly in breach of any statute, contract, or duty; or
 - c) Intended to cause loss, Damage, or liability.
7. Theft by any Tenant or any person ordinarily residing with the Tenant except to the extent covered by Additional Benefits 8 – Tenant Damage of Section 1 - Building, Additional Benefits 3 – Tenant Damage of Section 2 - Contents or paragraph (a) of Section 4, but then only to the extent of the cover provided by those sections of this Policy.
8. Tenant neglect, poor housekeeping, or unhygienic living habits, certified by the Property Manager of the Insured Property, acting reasonably.
9. Birds, moths, termites or other insects, vermin, or wildlife (provided that this general exclusion will not apply in connection with liability arising from the ownership by You of any animal or bird as a domestic pet).
10. Rust or oxidation, mildew, mould, fungus, contamination, or Pollution, wet or dry rot, corrosion, change of colour, algae, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent or latent defect, change in texture or finish, action of the light, smut or smoke from industrial operations, the process of cleaning involving the use of chemicals, dilution or contamination of chemicals or contamination of water in a swimming pool or spa, except where caused by an Event covered under the Policy.
11. Any gradual deterioration or Depreciation, Wear and Tear, rust, or corrosion.
12. The breaking of glass
 - a) In any glasshouse or conservatory;
 - b) Used in picture frames, glassware, crystal, crockery, china, ornaments, vases, lamps, clocks, or radios;
 - c) Used for a purpose not intended, or
 - d) In any items that are wholly or partly in a defective state at the time of breaking.
13. The removal or weakening of supports or foundations for the purpose of alterations, additions, renovations, or repair.
14. Fusion or mechanical, electrical, or electronic breakdown except to the extent covered under Additional Benefits within the Sum Insured, 3, of Section 1 – Building or Additional Benefits within the Sum Insured, 1, of Section 2 - Contents (with respect to the actual burning out of an electric motor having a capacity of less than 4 horsepower (hp), but always excluding:
 - a) The repair or Replacement of a sealed or semi-sealed refrigeration unit after 10 years from the date of manufacture of the unit; or
 - b) Motors with an output in excess of five (5)

- kilowatts (kW)
- c) Motors under a guarantee or warranty or maintenance agreement
 - d) Loss or Damage to lighting or heating element, fuses, or protective devices; or
 - e) Loss or Damage to electrical contacts at which sparking, or arcing occurs in ordinary working.
15. Water seepage or percolation through a wall, floor, or roof.
 16. Silica or silica products or silica contained in any products.
 17. Inherent defects, structural defects, or faulty workmanship or design.
 18. Settlement, shrinkage, vibration or expansion in Buildings, foundations, slabs, walls, pavements, or driveways.
 19. Buildings that are in the course of construction, or undergoing alteration, addition, demolition, repair, or decoration, if the cost of these works exceeds \$50,000 at any one time.
 20. Loss or Damage that results from a Storm to the extent that it was caused by rain, hail, snow, or sleet entering the Building as the result of an opening made for the purpose of carrying out construction, demolition, alteration, or repair of, or to the Building, or any part of it.
 21. Storm Damage to:
 - i. swimming pool or spa covers or linings;
 - ii. glasshouses or conservatories of any type or form of construction, and/or
 - iii. gates and fences not constructed of metal, brick, concrete, masonry, or stone that were erected more than 15 years before the commencement of the Period of Insurance.
 22. Any process of cleaning, repairing, restoring, or maintaining any item of Insured Property. This includes any such process undertaken by You, Your Property Manager or Your Tenant.
 23. Any failure by You or Your Property Manager to take all reasonable practical measures to protect and maintain the Building and/or Contents.
 24. Any Pollutant or contaminant being discharged or escaping into or upon land, the atmosphere or any watercourse or body of water or any costs and expenses incurred in the prevention or remediation of such contamination or pollution.
 25. Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
 26. The cost of repairing or replacing any Damaged or defective fixed tanks, guttering or pipes or other fixed apparatus (or any part of them) used to hold or carry liquid of any kind.
 27. Loss, Damage, costs, or expenses in connection with any kind or description of seepage, and/or Pollution, and/or contamination, direct or indirect, arising from any cause whatsoever.
 28. The additional cost of repairing or replacing made necessary to match a repaired or replaced item to a particular style following the bursting, leaking, discharging, or overflowing of fixed tanks, guttering or pipes or other fixed apparatus used to hold or carry liquid of any kind.
 29. Scratching, denting, cracking, discolouring, scorching, or melting of any travertine, or similar material (whether fixed or unfixed), tiles, bench tops and spas.
 30. any:
 - i. non-compliant building material as determined by the relevant local regulatory authority; or
 - ii. external water ingress, mould, fungi, mildew, rot, decay, gradual deterioration, micro-organism, bacteria, protozoa or like forms.
 31. Fire safety, fire performance, or combustibility profile, status or characteristics of materials, products or systems of any kind whatsoever used for
 - i. cladding,
 - ii. glazing, or
 - iii. insulating any building or structure (including any material used for signage, whether illuminated or not); or
 - iv. internal fire-stopping, fire-resistant or fire-retardant barriers, or doors; or
 - v. fire protection systems of any kind whatsoever (including any fire or pressurisation ductwork) for any building or structure.
 32. Any part of the Insured Property used for farming of any description (including Buildings used for

hobby farms) such as, but not limited to, a barn, dairy, shearing shed, silo or stable.

33. Roots of trees, shrubs, plants, or grass, except to the extent covered by Additional Benefits 6 – Removal of Debris, of Section 1 - Building or Additional Benefits 11 - Landscaping of Section 1 - Building, subject to the limits noted under the specific Additional Benefit.
34. Tree lopping or cutting down and removal of trees, except to the extent covered by Additional Benefits 6 – Removal of Debris, of Section 1 - Building or Additional Benefits 12 – Removal of Fallen Trees, of Section 1 - Building, subject to the limits noted under the specific Additional Benefit.
35. any Loss of any kind caused by or attributable to any virus, bacterium, parasite, microorganism, or any other pathogenic substance or agent of any type, nature, or description ('Excluded Items'), that causes or is capable of causing physical distress, illness, or disease. This exclusion applies to any Loss incurred in investigating, testing, monitoring, abating, removing (or similar) any of the Excluded Items, or cleaning, detoxifying, disinfecting, decontaminating (or similar) the Insured Property of any of the Excluded Items.
For the purposes of this exclusion the meaning of the word 'Loss' includes but is not limited to any kind of pecuniary losses whether described as costs, expenses, fees, charges, levies, or similar terms.
36. Methamphetamine or pseudoephedrine or its derivatives, however You are covered for methamphetamine contamination Damage to Your Building or Contents that first occurs and that You discover, during the Period of Insurance, subject to the following condition:
 - i. There is no cover for any contamination Damage where any contamination existed or occurred prior to the current Period of Insurance.

The cover is limited to \$5,000 any one Period of Insurance.
37. The lawful seizure, confiscation, nationalisation, or requisition of the Insured Property.
38. Destruction of, or Damage to, Insured Property by or under the order of any government or public or local authority, unless required to reduce further destruction or Damage to the Insured Property.
39. Any Act of Terrorism or any action taken in controlling, preventing, suppressing, investigation or in any way relating to any Act of Terrorism.

40. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war or unrest, rebellion, revolution, insurrection, military or usurped power, looting, sacking or pillaging following any of these.
41. The use, existence or escape of nuclear weapons material, or ionising radiation from, or contamination by radioactivity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel or action of nuclear fission.
42. Damage, loss, destruction, distortion, erasure, corruption, or alteration of electronic Data from any cause whatsoever (including but not limited to a computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss.
43. Cyber Event, including denial of access, hacking, phishing, or the like.
44. Indirect financial loss.
45. Non-financial loss for an unusual degree or extent of physical inconvenience, time taken to resolve a claim or complaint or the Your situation or interference with Your expectation of enjoyment or peace of mind has occurred. For the purposes of this exclusion, "You" includes the Insured under this Policy and any person who makes a complaint to Us.

Property Cyber and Electronic Data Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any Endorsement thereto this Policy excludes any:
 - i. Cyber Loss;
 - ii. loss, Damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, Replacement, restoration, or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or Event contributing concurrently or in any other sequence thereto.
2. In the Event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This exclusion supersedes and, if in conflict with any other wording in the Policy or any Endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Section 1 – Building (Optional*)

***This section of cover only applies when Building cover is selected by You and is specified as covered in the Schedule.**

What You are insured against

We will indemnify You up to the Sum Insured shown on Your Schedule against physical loss or Damage to Your Building (as defined under General Definitions applicable to all sections) arising from an Event occurring during the Period of Insurance subject to terms and conditions, limits, and exclusions (under Section 1 – Building or under General Exclusions applicable to all sections).

Additional Benefits

Subject to a claim being accepted by Us under Section 1 – Building, within the Sum Insured applicable to Section 1 – Building (i.e. not additional to the Sum Insured and also subject to the sub limits that apply to each Additional Benefit), We will also indemnify You for:

1. Authority Fees

The reasonable and necessary fees, contributions, or imposts payable by You to any government or local authority to obtain a Building or construction consent to repair, replace or rebuild any Damaged portion of the Building,

We will not pay any:

- fines or penalties imposed by such authority; or
- cost imposed by any government or local authority that would have applied to the Building prior to the loss or Damage or which were foreseeable prior to the loss or Damage.

The maximum We will pay under this Additional Benefit in any one Period of Insurance is 10% of the Sum Insured applicable to Section 1 – Building.

2. Fumigation Costs

The reasonable and necessary costs of cleaning up and fumigating a Building following the death of a person at the Location during the Period of Insurance rendering the Building Untenantable.

You shall be liable for the Section 1 – Building Excess stated in the Schedule in respect of each claim made under this Additional Benefit.

The maximum We will pay under this Additional Benefit in any one Event is \$5,000.

If the claim is for an insured Event that is covered under both 'Section 1 – Building' and 'Section 2 - Contents' (Fumigation Costs)' of this Policy, the maximum combined amount payable is \$5,000 in total.

3. Fusion

We will pay for Accidental loss or Damage that occurs during the Period of Insurance to an electric motor located in Your Building that has a capacity of no more than 4 horsepower (hp) that forms part of Your Building, which is caused directly by the burning out of the electric motor solely due to Fusion.

Under this Additional Benefit, We will (at Our option acting reasonably and following Our assessment of the claim) pay the cost to repair or replace the electric motor or any sealed compressor within the motor provided that:

- a) We shall not be liable for:
 - the repair or Replacement of any part not forming part of the motor;
 - the cost of repair or Replacement of rectifiers and transformers;
 - any motor under any manufacturer's, seller's or distributor's warranty or guarantee;
 - any motor used for a business, trade, or profession; or
- b) There will be no reduction for Depreciation of motors up to 10 years of age (from date of manufacture), but for motors older than 10 years of age, We will reduce the amount We pay by Depreciation.

You shall be liable for the Section 1 – Building Excess stated in the Schedule in respect of each claim made under this Additional Benefit.

The maximum We will pay under this Additional Benefit in any one Event is \$2,500.

If the claim is for an insured Event that is covered under both 'Section 1 – Building' and 'Section 2 - Contents' (Fusion)' of this Policy, the maximum combined amount payable is \$2,500 in any one Event.

4. Mortgage Discharge Legal Fees

The reasonable and necessary legal costs of discharging Your mortgage on the Building if You are required to pay Your mortgage in full following an insured Event.

We will not cover You for default amounts or charges incurred prior to the loss or Damage.

The maximum We will pay under this Additional Benefit in any one Event is \$5,000.

5. Professional Fees

The reasonable and necessary fees and incidental costs incurred by You (with Our prior Written Consent, which will not be unreasonably refused or withheld) of architects, surveyors, consulting engineers and lawyers for:

- Estimates
- Plans and specifications
- Applications for building or construction consents
- Quantities
- Tenders and
- Supervision

during the process of repairing, replacing, or rebuilding the Damaged portion of Your Building following an insured Event.

We will not be liable for the costs of preparing any claim under this Policy or any other Policy.

The maximum We will pay under this Additional Benefit in any one Period of Insurance is 10% of the Sum Insured applicable to Section 1 – Building.

6. Removal of Debris

The reasonable and necessary costs incurred by You with our prior Written Consent (which will not be unreasonably refused or withheld) in removing and disposing of any debris resulting from an Insured Event.

You shall be liable for the Section 1 – Building Excess stated in the Schedule in respect of each claim made under this Additional Benefit.

The maximum We will pay under this Additional Benefit in any one Period of Insurance is 10% of the Sum Insured applicable to Section 1 – Building.

If the claim is for an insured Event that is covered under both 'Section 1 – Building' and 'Section 2 - Contents' (Removal of Debris)' of this Policy, the maximum combined amount payable is 10% of the Sum Insured applicable to Section 1 – Building.

7. Theft

We will pay for loss or Damage to Your Building caused directly by Theft or attempted Theft by Unknown Persons.

You shall be liable for the Section 1 – Building Excess stated in the Schedule in respect of each claim made under this Additional Benefit.

The maximum We will pay under this Additional Benefit in any one Period of Insurance is 10% of the Sum Insured applicable to Section 1 – Building.

If the claim is for an insured Event that is covered under both 'Section 1 – Building' and 'Section 2 - Contents' (Theft)' of this Policy, the maximum combined amount

payable is 10% of the Sum Insured applicable to Section 1 – Building.

8. Tenant Damage

We will pay for loss or Damage to Your Building caused directly by the Tenant, or any person ordinarily residing with the Tenant, including Theft by the Tenant.

You shall be liable for the Section 1 – Building Excess stated in the Schedule in respect of each claim made under this Additional Benefit.

The maximum We will pay under this Additional Benefit in any one Period of Insurance is 10% of the Sum Insured applicable to Section 1 – Building.

If the claim is for an insured event that is covered under both 'Section 1 – Building' and 'Section 2 - Contents' (Tenant Damage)' of this Policy, the maximum combined amount payable is 10% of the Sum Insured applicable to Section 1 – Building.

9. Riot and Civil Commotion

We will pay for loss or Damage to Your Building caused directly by riot and civil commotion or public disturbance (e.g. damage caused by a violent crowd moving down Your street), except where the loss or Damage is caused by:

- You, Your Tenants, or their guests, or
- nuclear or biological devices.

You shall be liable for the Section 1 – Building Excess stated in the Schedule in respect of each claim made under this Additional Benefit.

The maximum We will pay under this Additional Benefit in any one Period of Insurance is up to the Sum Insured noted on Your Schedule under Section 1 – Building.

10. Pet Damage

We will pay for loss or Damage to Your Building caused by a Tenants Pet, that permanently resides at the Insured Property on the basis that a pet bond has been collected (where You are legally able to do so). The amount paid under this additional benefit is reduced by the amount of any pet bond collected.

No cover extends to loss or Damage caused by reptiles or any illegally housed animals.

The maximum We will pay under this Additional Benefit in any one Period of Insurance is \$2,500 less any pet bond collected.

11. Landscaping

We will pay the costs incurred by You for restoring landscaping, trees, shrubs, plants, and lawns following Accidental Damage or loss occurring at the Location.

The maximum We will pay under this Additional Benefit in any one Event is \$2,000.

12. Removal of Fallen Trees

Where the Building is insured under Section 1 - Building and following Damage to the Building by a tree or trees at the Location caused by Storm, impact Damage or fire, We will pay the cost of cutting down and removal of the tree or trees including the cost of removing the stump.

The maximum We will pay under this Additional Benefit in any one Event is \$2,000.

13. Exploratory Costs

We will pay the necessary and reasonable costs of identifying and locating the source of leaking, bursting, discharging, or overflowing fixed tanks or pipes or other fixed apparatus used to carry water, oil, or liquid of any kind provided that the leaking, bursting, discharging, or overflowing occurs during the Period of Insurance and is caused by an Event not excluded by the Policy.

If the cause of the leaking, bursting, discharging, or overflowing is determined to not be a covered Event under Section 1 – Building, all incurred Exploratory Costs will be the responsibility of the Insured.

The maximum We will pay under this Additional Benefit in any one Event is \$5,000

14. Replacement of External Locks

We will pay the necessary and reasonable costs to replace external lock(s), key(s), or cylinder, with a similar item, to the Building following theft of the key(s).

The maximum We will pay under this Additional Benefit in any one Event is \$1,000

15. Emergency Service Damage

We will pay for loss or Damage to Your Building a result of Emergency Service Personnel entering Your Building in connection with an Insured Event.

The maximum We will pay under this Additional Benefit in any one Event is \$1,000.

Exclusions of Cover

We will not cover Your Building(s) for any loss or Damage that is excluded by any of the General Exclusions applicable to all sections and specifically:

1. Smoke or Fire

We will not pay for gradual or repeated exposure to smoke or fire

Basis of Settlement

Subject to any Excess and the Terms and Conditions and Exclusions of this Policy, We will pay up to the Sum Insured shown on Your Schedule under Section 1 – Building, for the cost, at Our option and following Our assessment of the claim, to:

- a) repair, rebuild or replace the Building, whichever is less; or
- b) pay the reasonable cost of repair, rebuilding or Replacement of the Building, to a condition substantially the same as but not better or more extensive than when new; or
- c) pay up to the Sum Insured

We will not sell or dispose of any salvage without giving You the opportunity to purchase it at its salvage value, but this does not allow You to abandon any Insured Property to Us and such purchase shall be taken into account in respect of Your claim.

The work of rebuilding, replacing, repairing, restoring, or reinstating the Building, must commence within six (6) months of the loss or Damage occurring (or any other period which We agree with You), and costs must be incurred within eighteen (18) months (or by a later time as We reasonably agree with You). After this time, where We are prejudiced by the delay, We may refuse to make any payment beyond the amount which would have been payable had the delay not occurred and You may have to pay any increase in the cost.

Payment of Excess

You shall be liable for the applicable Excess stated in the Schedule under Section 1 - Building and as stated under Additional Benefits to Section 1 - Building.

The Excess applies to each loss or series of losses arising from one Event.

Further details relating to Excesses are shown in the “Excess” section of this document under “General Conditions applicable to all sections”.

Our Limit of Liability

The maximum We will pay for any one Claim under Section 1 - Building in any one Period of Insurance (including any Additional Benefits) shall be the Sum Insured applicable to Section 1 - Building.

However, if We agree to pay You for loss or Damage under Section 1 – Building We shall reinstate the Sum Insured applicable to Section 1 - Building (unless Your claim is for a

total loss and We pay You the Sum Insured), upon payment of an additional Premium.

In addition to Section 1 - Building, please refer to the General Definitions applicable to all sections, General Conditions applicable to all sections and General Exclusions applicable to all sections.

Section 2 – Contents

What You are insured against

We will indemnify You up to the Sum Insured shown on Your Schedule under Section 2 – or to any fixed limit noted under Section 2 – Contents, against Accidental loss or Damage to Your Contents arising from an Event occurring during the Period of Insurance subject to the terms and conditions, limits, and exclusions (under Section 2 – Contents or under General Exclusions applicable to all sections).

Additional Benefits

Subject to the claim being accepted by Us under Section 2 – Contents, within the Sum Insured (and not additional to) for Section 2 - Contents, We will also indemnify You for:

1. Fusion

We will pay for Accidental loss or Damage that occurs during the Period of Insurance to an electric motor located in Your Building that has a capacity of no more than 4 horsepower (hp) that forms part of Your Contents, which is caused directly by the burning out of the electric motor solely due to Fusion.

Under this Additional Benefit We will (at Our option and following Our assessment of the claim) pay the cost to repair or replace the electric motor or any sealed compressor within the motor, provided that:

- a) We shall not be liable for:
 - the repair or Replacement of any part not forming part of the motor;
 - the cost of repair or Replacement of rectifiers and transformers;
 - any motor under any manufacturer's, seller's or distributor's warranty or guarantee;
 - any motor used for a business, trade, or profession; or
 - any motor that is partly or wholly submerged or underground, and
- b) There will be no reduction for Depreciation of motors up to 10 years of age (from the date of manufacture), but for motors older than 10 years of age, We will reduce the amount We pay by Depreciation.

You shall be liable for the Section 2 – Contents Excess stated in the Schedule in respect of each claim made under this Additional Benefit.

The maximum We will pay under this Additional Benefit in any one Event is \$2,500.

If the claim is for an insured Event that is covered under both 'Section 1 – Building' and 'Section 2 - Contents' (Fusion)' of this Policy, the maximum combined amount payable is \$2,500 in any one Event.

2. Theft

We will pay for loss or Damage to Your Contents caused directly by Theft or attempted Theft by Unknown Persons.

You shall be liable for the Section 2 – Contents Excess stated in the Schedule in respect of each claim made under this Additional Benefit.

The maximum We will pay under this Additional Benefit in any one Period of Insurance is 10% of the Sum Insured applicable to Section 2 – Contents.

If the claim is for an insured Event that is covered under both 'Section 1 – Building' and 'Section 2 - Contents' (Theft)' of this Policy, the maximum combined amount payable is 10% of the Sum Insured applicable to Section 1 – Building.

3. Tenant Damage

We will pay for loss or Damage to Your Contents caused directly by the Tenant, or any person ordinarily residing with the Tenant, including Theft by the Tenant.

You shall be liable for the Section 2 – Contents Excess stated in the Schedule in respect of each claim made under this Additional Benefit.

The maximum We will pay under this Additional Benefit in any one Period of Insurance is up to the Sum Insured noted on Your Schedule under Section 2 – Contents.

If the claim is for an insured Event that is covered under both 'Section 1 – Building' and 'Section 2 - Contents' (Tenant Damage)' of this Policy, the maximum combined amount payable is 10% of the Sum Insured applicable to Section 1 – Building.

4. Riot and Civil Commotion

We will pay for loss or Damage to Your Contents caused directly by riot and civil commotion or public disturbance (e.g. damage caused by a violent crowd moving down Your street), except where the loss or Damage is caused by:

- You, Your Tenants, or their guests, or
- nuclear or biological devices.

You shall be liable for the Section 2 – Contents Excess stated in the Schedule in respect of each claim made under this Additional Benefit.

The maximum We will pay under this Additional Benefit in any one Period of Insurance is up to the Sum Insured noted on Your Schedule under Section 2 – Contents.

5. Fumigation costs

The reasonable and necessary costs of cleaning up and fumigating a Building following the death of a person at the

Location during the Period of Insurance rendering the Building Untenantable.

You shall be liable for the Section 2 – Contents Excess stated in the Schedule in respect of each claim made under this Additional Benefit.

The maximum We will pay under this Additional Benefit in any one Event is \$5,000.

If the claim is for an insured Event that is covered under both ‘Section 1 – Building’ and ‘Section 2 - Contents’ (Fumigation Costs)’ of this Policy, the maximum combined amount payable is \$5,000 in total.

6. Pet Damage

We will pay the reasonable costs of repair or Replacement for loss or Damage to Your Contents caused by a Tenant’s Pet, that permanently resides at the Insured Property on the basis that a pet bond has been collected (where You are legally able to do so). The amount paid under this additional benefit is reduced by the amount of any pet bond collected.

No cover extends to loss or Damage caused by reptiles or any illegally housed animals.

The maximum We will pay under this Additional Benefit in any one Period of Insurance is \$2,500 less any pet bond collected.

7. Removal of Debris

The reasonable and necessary costs incurred by You with our prior Written Consent (which will not be unreasonably refused or withheld) in removing and disposing of any debris resulting from an Insured Event.

You shall be liable for the Section 2 – Contents Excess stated in the Schedule in respect of each claim made under this Additional Benefit.

The maximum We will pay under this Additional Benefit in any one Period of Insurance is 10% of the Sum Insured applicable to Section 2 – Contents.

If the claim is for an insured Event that is covered under both ‘Section 1 – Building’ and ‘Section 2 - Contents’ (Removal of Debris)’ of this Policy, the maximum combined amount payable is 10% of the Sum Insured applicable to Section 1 – Building.

8. Emergency Service Damage

We will pay for loss or Damage to Your Contents a result of Emergency Service Personnel entering Your Building in connection with an insured Event.

The maximum We will pay under this Additional Benefit in any one Event is \$1,000.

9. Works of art/ sculptures and antiques

We will pay for loss or Damage to Your Works of art/sculptures, and antiques (other than furniture) at the Location during the Period of Insurance.

The maximum We will pay under this Additional Benefit is up to \$5,000 any one item subject to a maximum limit any one Period of Insurance of 20% of the Sum Insured applicable to Section 2 - Contents.

Exclusions of Cover

We will not cover Your Contents for any loss or Damage that is excluded by any of the General Exclusions applicable to all sections and additionally:

1. Contents in Open Air

We will not pay for loss or Damage to Contents that are Damaged while stored or placed outdoors or in the Open Air unless the items are specifically designed to be kept outside or in the Open Air.

2. Smoke or Fire

We will not pay for gradual or repeated exposure to smoke or fire.

Basis of Settlement

Subject to any Excess and the Terms and Conditions and Exclusions of this Policy, We will pay up to the Sum Insured shown on Your Schedule under Section 2 – Contents or to any fixed limit noted under Section 2 – Contents, for the cost, at Our option and following Our assessment of the claim, to:

- a) Replace Your Contents with new items of the same Replacement value or
- b) Repair Your Contents using new materials, or
- c) Pay You the cost to repair or replace Your Contents up to their Replacement Cost, or
- d) Pay to You the Sum Insured applicable to Section 2, whichever is lesser.

If Your claim is for Contents described in the left-hand column of Table 1, the basis of settlement is subject to the further conditions and limitations shown in the right-hand column.

TABLE 1

Contents in the Open Air and where designed for such a purpose	Our liability for all claims under this Additional Benefit, We will pay under in any one Period of Insurance is a maximum of 10% of the Sum Insured applicable to Section 2 – Contents.
Carpets, wall, floor, and ceiling coverings	We will only pay to repair or replace Damaged carpet, wall, floor or ceiling coverings in the room, hallway, or

In addition to Section 2 - Contents, please refer to the General Definitions applicable to all sections, General Conditions applicable to all sections and General Exclusions applicable to all sections.

	passageway where the loss or Damage occurs from an Insured Event.
Curtains and/or blinds	We will only pay to repair or replace Damaged curtains and/or blinds in the room where the loss or Damage occurs from an Insured Event.
Furniture coverings	When greater than 25% of the covering of an item of furniture is Damaged, We will pay its Replacement value if the item is not repaired or restored by Us. When less than 25% of the covering of an item of furniture is Damaged, We will pay You up to the value of the item just before the loss or Damage occurred (taking into account Depreciation, Wear and Tear based upon its age and condition) if it is not repaired or restored by Us.
Manchester and linen	We will pay You up to their value just before the loss or Damage occurred (taking into account Depreciation, Wear and Tear based upon their age and condition) if they are not repaired or restored by Us.
Contents greater than 20 years old	We will pay You up to their value just before the loss or Damage occurred (taking into account Depreciation, Wear and Tear based upon their age and condition) if they are not repaired or restored by Us.
Pairs, sets and parts	We will only pay for the cost of repairing or replacing the individual item itself as a proportion of the cost of repairing or replacing the entire set, even though the set is less valuable by reason of it being incomplete.

Payment of Excess

You shall be liable for the applicable Excess stated in the Schedule under Section 2 - Contents and as stated under the Additional Benefits to Section 2 - Contents.

The Excess applies to each loss or series of losses arising from one Event.

Further details relating to Excesses are shown in the "Excess" section of this document under "General Conditions applicable to all sections".

Our Limit of Liability

The maximum amount We will pay in the aggregate for all claims in the Policy Period made under Section 2 - Contents (including under the Additional Benefits to Section 2 - Contents) in any one Period of Insurance shall be the Sum Insured noted in the Schedule applicable to Section 2 - Contents.

Section 3 – Loss of Rent

What You are insured against

We will cover You for Your loss of Rent if the Building becomes Untenantable as the result of an Insured Event Under Section 1 – Building and/or Section 2 – Contents, provided that the loss or Damage that causes the Building to be Untenantable, including prevention of reasonable access to the Location, is to the:

- Building insured under this Policy or that form part of a strata title insured by any other policy against the peril that caused the Damage, or
- Contents insured by this Policy,

subject to terms and conditions, limits, and exclusions of this Policy.

Additional Benefits

Subject to the claim being accepted by Us under Section 3 – Loss of Rent, within the Sum Insured (and not additional to) applicable for Section 3 – Loss of Rent, We will also indemnify You for:

1. Prevention of Access

Loss of Rent in the Event the Tenant does not have access to the Insured Property, because of one of the following:

- i. Damage to a neighboring building, strata title property, road, or street;
- ii. Burst water main;
- iii. Bomb threat or bomb Damage;
- iv. Street riot;
- v. Lift malfunction at the Location (and the Tenant has a medical certificate stating they must use a lift);
- vi. Emergency services refuse access to the insured Building or evacuate Your Tenant for safety reasons

We will pay under this Additional Benefit in any one Event, the weekly Rent stated in the Lease up to a maximum of \$850 per week of lost Rent.

This benefit is payable until the Insured Property is able to be accessed or up to a period not exceeding 12 weeks, whichever comes first.

The basis of Our calculation will be the weekly Rent as noted in the current Lease at the time of the loss.

2. Rent Reduction

Reduction of Rent as the result of an Insured Event Under Section 1 – Building and/or Section 2 – Contents where the Insured Property remains tenantable, but the Tenant does not have full use of the Insured Property.

We will pay under this Additional Benefit the reduced portion of the weekly Rent stated in the Lease, up to a maximum of \$850 per week.

We will pay Reduction of Rent from the date of the insured Event Under Section 1 – Building and/or Section 2 – Contents, through to whichever of the following occurs first:

- i. The Building and/or Contents have been repaired
- ii. The maximum limit of Indemnity has been reached under this section
- iii. A period not exceeding 6 weeks.

Conditions specific to Section 3 – Loss of Rent

In addition to the General Conditions applicable to all sections, the following applies:

- i. A valid written Lease must be in place from the beginning of the tenancy;
- ii. Bond Monies in the amount of at least four (4) weeks Rent needs to have been collected;
- iii. You must take all practical steps to repair or replace the Building and/or Contents as soon as practicable after the loss or Damage occurred, subject to Our prior Written Consent (which will not be unreasonably refused or withheld) as per the General Conditions applicable to all sections.

We may refuse to pay any Claim under this Section where We are prejudiced by Your failure to comply with this provision.

Exclusions of Cover

We will not cover Your loss of Rent where a claim is excluded by any of the General Exclusions applicable to all sections and specifically:

1. Any loss of Rent after the Lot/Unit is fit again to be occupied for its intended purpose; or
2. Any loss of Rent once the maximum limit of indemnity has been reached under this section in any one Period of Insurance; or
3. We will not cover any monies collectable under any other insurance Policy, the strata owner, or any government grant.
4. Loss of Rent cover if the Rent is in arrears as at the commencement of the Period of Insurance

Basis of Settlement

Subject to any Excess and the Terms and Conditions and Exclusions of this Policy, We will pay the weekly rental amount:

- From the latter of:
 - i. When the Insured Event occurred
 - ii. When the Property became Untenantable
- Until whichever of the following occurs first:

- i. The repair or Replacement of the Building or Contents has been completed
- ii. The Insured Property becomes tenantable
- iii. The Insured Property is re-let
- iv. The maximum limit of indemnity has been reached under this section

The basis of Our calculation will be the annual rent as per the Lease agreement in place at the time of loss. Limited to a maximum of \$850 per week of lost Rent, not exceeding a period of 52 weeks.

Payment of Excess

You shall be liable for the applicable Excess stated in the Schedule under Section 3 – Loss of Rent.

The Excess applies to each loss or series of losses arising from one Event.

Further details relating to Excesses are shown in the “Excess” section of this PDS under “General Conditions applicable to all sections”.

Our Limit of Liability

We will pay under Section 3 – Loss of Rent, the weekly Rent stated in the Lease up to a maximum of \$850 per week of lost Rent, not exceeding a period of 52 weeks.

In addition to Section 3 – Loss of Rent, please refer to the General Definitions applicable to all sections, General Conditions applicable to all sections and General Exclusions applicable to all sections.

Section 4 – Legal Liability

What You are insured against

We will indemnify You for Your legal liability to pay compensation directly in connection with Your ownership of the Building and/or Contents in respect of Personal Injury or Property Damage (including loss of Property) caused by an Accident occurring at the Location during the Period of Insurance subject to the terms and conditions, limits, and exclusions of the Policy.

Cover under this Section includes payment of the reasonable and necessary legal costs and related expenses:

- incurred by You with Our prior Written Consent (which will not be unreasonably refused or withheld) in the investigation, settlement or defence of any claim for compensation covered by this Section, and/or
- recoverable by a claimant from You in connection with a claim for compensation covered by this Section.

Definitions specific to Section 4 – Legal Liability

In addition to the General Definitions applicable to all sections, the following applies:

Personal Injury

means:

- i. bodily injury (including death and illness), disability, fright, shock, mental anguish, or mental injury;

‘Personal injury’ does not include the publication or utterance of a libel or slander:

- i. made prior to the commencement of the Period of Insurance; or
- ii. made by or at the direction of You with knowledge of its falsity; or
- iii. relating to advertising, broadcasting, or telecasting activities by or on behalf of You.

Property Damage

means:

- i. physical Damage to or destruction of tangible property including its loss of use following such physical Damage or destruction; or
- ii. loss of use of tangible property which has not been physically Damaged or destroyed provided that the loss of use has been caused by an Accident;

which happens at Your Location during the Period of Insurance

Exclusions of Cover

We will not cover You for any Liability, loss or Damage that is excluded by any of the General Exclusions applicable to all sections and specifically We will not cover liability or pay for a claim under this section:

- a) arising out of the ownership, possession or use by You of any land or buildings other than those Buildings at the Location;
 - b) in respect of Personal Injury to:
 - any member of Your family;
 - any person arising out of or in the course of employment of such person either in Your service or the service of any other person insured by this Section of the Policy, or
 - any person arising from the transmission of any disease;
 - c) in respect of Damage to Property;
 - belonging to or in the physical custody or legal control of You or any person ordinarily residing with You; or
 - belonging to any person in the service of either You or of any other person insured by this Section of the Policy;
 - d) arising out of or in connection with any business or occupation carried on by You or of any other person insured by this Section of the Policy other than that of landlord;
 - e) arising out of or in connection with lifts or inclinators, mechanically propelled Vehicles (other than garden implements used for private purposes) Watercraft, Aircraft (other than model Aircraft) or Aircraft landing areas;
 - f) arising out of or in connection with Property Damage caused by a pontoon or floating platform that has become entirely unfixed or detached from the land or moorings at the Location;
 - g) arising out of any liability imposed or assumed by contract, or any liability for which You have waived or limited Your right of recovery against another party (in whole or in part);
 - h) arising as a result of libel or slander made by You or at Your direction with Your knowledge of its falsity;
 - i) arising from a strata scheme (provided that this exclusion will not apply to Your liability which falls outside the responsibility of the Body Corporate or strata scheme); or
 - j) in respect of fines or penalties; aggravated, punitive, liquidated, or exemplary Damages; or
 - k) Communicable Disease
- Notwithstanding any other provision of this Policy to the contrary, this Policy does not apply to any bodily injury, Property Damage, Personal Injury, advertising, broadcasting or telecasting injury or any other loss, cost, defence fee, expense, injury, Damage, claim, dispute, or suit in whole or in part arising out of, directly or indirectly resulting from

or in any way related to any actual or alleged transmission of a Communicable Disease.

For the purposes of this exclusion, loss, Damage, claim, cost, expense, or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor for, test for, or in any other way respond to:

- i. Communicable Disease;
- ii. any Insured Property hereunder that is affected by such Communicable Disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- i. Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a Communicable Disease;
- ii. Testing for a Communicable Disease;
- iii. Failure to prevent the spread of the Communicable Disease; or
- iv. Failure to report the Communicable Disease to authorities.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- iii. the disease, substance or agent can cause or threaten Damage to human health or human welfare.

Basis of Settlement

Subject to any Excess and the Terms and Conditions and Exclusions of this Policy, We will pay up to a maximum of \$20,000,000 under Section 4 – Legal Liability, for any one Accident occurring during the Period of Insurance.

Payment of Excess

You shall be liable for the applicable Excess stated in the Schedule under Section 4 – Legal Liability.

The Excess applies to each loss or series of losses arising from one Event.

Further details relating to Excesses are shown in the “Excess” section of this PDS under “General Conditions applicable to all sections”.

Our Limit of Liability

The maximum amount we will pay under Section 4 – Legal Liability (including for Your legal costs and related expenses) is \$20,000,000 for any one Accident occurring during the Period of Insurance.

For Insured Property Damage claims in relation to antiques, fine art, paintings, curios and other bona fide artwork, collections of any kind and unfixed electronic equipment our limit of liability is only up to a maximum Sum Insured of \$2,500 for any one item (unless separately specified in the Schedule as having a higher Sum Insured), up to \$10,000 in any one Period of Insurance.

In addition to Section 4 – Legal Liability, please refer to the General Definitions applicable to all sections, General Conditions applicable to all sections and General Exclusions applicable to all sections.

Section 5 – Rent Default

What You are insured against

We will cover You for Your loss of Rent during the Period of Insurance if Your Tenant:

- a) Defaults in the payment of Rent following the issue of a termination notice to vacate the Insured Property by You or Your Property Manager;
- b) Defaults in the payment of Rent due to the issuance of a court order or tenancies tribunal order or other relevant authority for termination of the Tenants Lease or eviction, subject to terms and conditions, limits, and exclusions of the Policy.

Additional Benefits

Subject to the claim being accepted by Us under Section 5 – Rent Default, within the Sum Insured for Section 5 – Rent Default (and not addition to), We will also indemnify You for:

1. Death of a Tenant

Loss of Rent in the event of the death of Your Tenant and they are the sole person listed on the Lease.

We will pay under this Additional Benefit in any one Event, the weekly Rent stated in the Lease up to a maximum of \$850 per week of lost Rent.

This benefit is payable until a new Tenant is secured or up to a period not exceeding 12 weeks, whichever comes first.

2. Hardship

Loss of Rent if a court or tenancies tribunal or other relevant authority terminates the Rental Agreement of Your Tenant on the grounds of hardship.

We will pay under this Additional Benefit in any one Event, the weekly Rent stated in the Lease up to a maximum of \$850 per week.

This benefit is payable until a new Tenant is secured or up to a period not exceeding 4 weeks, whichever comes first.

3. Failure to Vacate

Loss of Rent if Your Tenant defaults in the payment of their Rent and has resisted all attempts by You or Your Property Manager to vacate after a lawful order from a court, tenancies tribunal or other relevant authority.

We will pay under this Additional Benefit in any one Event, the weekly Rent stated in the Lease up to a maximum of \$850 per week.

This benefit is payable until a new Tenant is secured or up to a period not exceeding 12 weeks, whichever comes first.

4. Departure of Tenant without Notice

Loss of Rent in the Event the Tenant vacates the Insured Property without giving the required notice on their Lease or giving up the required notice in accordance with the Lease leaving unpaid rent.

We will pay under this Additional Benefit in any one Event, the weekly Rent stated in the Lease up to a maximum of \$850 per week of lost Rent.

This benefit is payable until a new Tenant is secured or up to a period not exceeding 12 weeks, whichever comes first.

Conditions specific to Section 5 – Rent Default

In addition to the General Conditions applicable to all sections, the following applies:

- i. A valid written Lease must be in place from the beginning of the tenancy;
- ii. Bond Monies in the amount of at least four (4) weeks Rent needs to have been collected;
- iii. You must be actively seeking to re-let the Insured Property whenever it is tenatable but unoccupied as a result of a ‘Rent Default’ insured Event;
- iv. You must take reasonable steps legally available and in accordance with relevant State or Territory tenancy laws or other relevant legislation, to remedy any ‘Rent Default’ insured Events.

Exclusions of Cover

We will not cover Your loss of Rent where a claim is excluded by any of the General Exclusions applicable to all sections and specifically:

1. Any cover under Section 5 – Rent Default if the Insured Property is let on a Short-Term Lease
2. Rent Default cover if the Rent is in arrears as at the commencement of the Period of Insurance

Basis of Settlement

Subject to any Excess and the Terms and Conditions and Exclusions of this Policy, We will pay the weekly rental amount, stated in the Lease, from the day following the Tenant’s rent ‘paid to’ date through to whichever of the following occurs first:

- i. The Insured Property is re-let;
- ii. The Tenant’s Lease expires;
- iii. A period not exceeding 12 weeks, or as detailed under each additional benefit.

Payment of Excess

You shall be liable for an Excess under Section 5 – Rent Default.

The Excess for Section 5 – Rent Default will be the greater of, the Excess stated in the Schedule under Section 5 – Rent Default, or the remaining Bond Monies after subtracting allowable Re-letting Expenses, unless this is contrary to the law applicable in the State/Territory of the Location.

Further details relating to Excesses are shown in the “Excess” section of this Policy Wording under “General Conditions applicable to all sections”.

Our Limit of Liability

We will pay under Section 5 – Rent Default, the weekly Rent stated in the Lease up to a maximum of \$850 per week of lost Rent, not exceeding a period of 12 weeks.

In addition to Section 5 – Rent Default, please refer to the General Definitions applicable to all sections, General Conditions applicable to all sections and General Exclusions applicable to all sections.