

# LANDLORD PLAN

## Product Disclosure Statement

Date of preparation: 14th May 2021



Good people to know.





# How the Landlord Plan works

Date of preparation: 14th May 2021

## About the insurer and WFI

The insurer for this Landlord Plan Insurance Australia Limited (ABN 11 000 016 722) trading as WFI (WFI) whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1,  
Bassendean DC WA 6942

Email: info@wfi.com.au

WFI is an Australian Financial Services Licensee (AFSL No. 227681) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

This Plan consists of 3 different policies You can choose from, covering a wide range of risks.

This approach gives You great flexibility as You can arrange Your insurance to meet Your particular needs.

It also means that if Your circumstances change and You need more extensive insurance, it is easy for You to add another of the policies to this Plan.

Insurance against liability for workers' compensation is compulsory for employers throughout Australia. Apart from the Domestic workers policy (which We only offer in Western Australia), this Plan does not insure Your liability for workers' compensation nor does it include insurance cover for a range of other risks You might want to insure or protect Yourself against. You need to determine whether this is the case and make sure You are appropriately protected.

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire a policy in this Plan, You should carefully consider the appropriateness of the policy having regard to Your objectives, financial situation and needs.

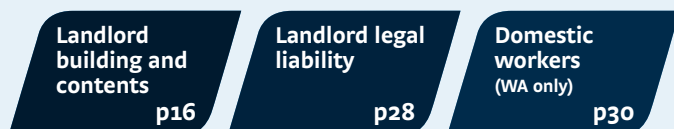
## Understanding the significant features and benefits

To properly understand the significant features and benefits of each of the policies, You need to:

- read the:
  - Important information (pages 3 to 8)
  - General conditions (page 9)
  - General exclusions (pages 10 and 11)
  - General definitions (pages 12 to 14)which apply to all policies; and
- read the policy wording – it tells You:
  - what the policy insures
  - what the policy does not insure
  - what We pay for a claim
  - any additional benefits We offer
  - any optional benefits We offer
  - any special conditions We apply
  - any special meaning We apply to words used in that policy.

There is an index on the front of each of the policies for easy reference.

## Policies You can choose from



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# Important information

applying to all policies

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## Our words

To make sure You can readily understand Your rights and obligations, We have written this Plan in plain English. For easy reference, We have capitalised the first letter of each word which We define in Our 'General definitions' (which apply to all policies), and in Our 'Special definitions' found at the end of each policy (which apply only to words used in that particular policy). Where a word is defined in both the 'General definitions' and in the 'Special definitions', the 'Special definitions' meaning will take precedence for that policy only.

Words capitalised in headings do not have definitions.

All of the other words in this Plan have the meanings set out in the Macquarie Dictionary (current edition) so that You can easily find out what they mean. A reference to the singular includes the plural and vice versa, unless the context otherwise requires.

## Applying for insurance cover

You must apply to Us for insurance cover and meet Our relevant eligibility criteria before cover will be provided. It is also important You understand how We manage Your personal information which We tell You about in Our 'Privacy' information on pages 7 and 8.

Where We have agreed to issue You with insurance, We will:

- identify the policies You want and matters particular to them (e.g. the property You want to cover, the limits You may want for certain covers, any excesses that may apply and any variations required to the standard terms).

We pay up to the sum insured or other limits specified in relation to the policies and their covers. It is important that You make sure these amounts suit Your needs. If You do not do this some of Your loss might not be insured.

- identify the Period of Insurance during which Your policies will operate.
- inform You what policies We are able to offer You and the total premium You need to pay for Your policies (see 'The cost of Your insurance' on this page).

The above details are recorded in the Certificate of Insurance We issue to You. You need to read it carefully to ensure You are happy with the cover provided and check that the details are correct. You should keep the Certificate of Insurance and the policy documents in a safe place.

## The agreement between You and Us

We only provide You with insurance under those policies for which We issue You with a Certificate of Insurance and only for the Period of Insurance shown on the Certificate of Insurance. The insurance provided under any of Our policies is also subject to Our General conditions and General exclusions, together with any provisions shown on the Certificate of Insurance issued to You.

Subject to what We tell You on this page about excesses, if a provision shown on the Certificate of Insurance is inconsistent with a provision contained in the policy to which it relates then, to the extent of the inconsistency, the provision shown on the Certificate of Insurance prevails.

## The cost of Your insurance

We determine the base premium by considering a number of criteria.

When You apply for insurance cover We ask You to provide information about Your personal risk situation relevant to each policy such as:

- the type of property being insured and its size, construction, use and where it is located; and
- the type(s) and amount(s) of cover You require, excess levels and the period for which You want the cover (where this is optional); and
- Your relevant claims and insurance experience.

Factors that increase the risk to Us generally increase the premium (e.g. higher sums insured or a high claims experience) and those that lower the risk generally reduce the premium (e.g. lower sums insured, higher excesses or a low claims experience). If You have any queries about this You can ask Us when You apply for cover.

If You pay for Your policy by instalments, Your total premium will be higher than if You pay annually.

Your premium also includes amounts

that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and any Fire Services Levy) in relation to Your policy(ies).

We show the amounts on Your Certificate of Insurance.

Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year but We will not adjust Your premium because of this. You can obtain further information on Our website [www.wfi.com.au](http://www.wfi.com.au).

You can pay the premium annually or by instalment each month, quarter or half-year in advance. When You apply for insurance We tell You how and when the premium needs to be paid. It is a term of Your policy that You pay the premium to Us by the times required by Us.

## Excess (Your contribution)

An excess is the amount which You will be required to contribute to any claim on a policy.

The amount We must pay under any of the policies is reduced by the amount of the excess. You will only be required to pay an excess if it is mentioned in the policy You have taken out or shown on the Certificate of Insurance.

Where the excess selected or imposed on the Certificate of Insurance is higher than the amount of excess mentioned in the policy for that same event, You will be required to pay that higher excess specified in the Certificate of Insurance.

## Utmost good faith

The law requires each of us to act towards the other with utmost good faith (fairly, openly and honestly) in the performance of the policy and in the making and handling of claims under the policy.

## Jurisdiction

The policies in this Plan are governed by and will be construed in accordance with the laws of Australia and the parties agree to submit to the jurisdiction of the courts of Australia.

## Goods and Services Tax (GST)

The amount of premium payable by You for the policies includes an amount on account of the GST on the premium.

All amounts insured by the policies are in accordance with the advice You have given to Us regarding Your GST status and the GST status of items to be insured.

We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or failure to disclose, Your proper input tax credit entitlement on the premium relating to the policies. In respect of Your policies with Us where You are registered for GST purposes, You should calculate Your proposed sums insured with reference to the GST status of each item of property to be insured.

Depending on the GST status of each item of property to be insured, the sums insured may or may not include a GST component. An amount for GST should only be included in the sum insured if the item of property to be insured is not used 100% for business use. All items of property used 100% for business use and for which You are or would be entitled to a full input tax credit should be insured on a GST exclusive basis.

This outline of the effect of the GST on Your policies is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to Your particular circumstances.

## How GST affects claim payments

### Where We insure Your property

If We arrange to replace, repair or reinstate an item which is the subject of a claim, We will pay the cost to replace, reinstate or repair the item inclusive of GST. However, We will not replace, reinstate or repair an item where the cost (inclusive of GST) to Us to do so will exceed the amount of the relevant sum insured or other limit of insurance cover in the policies that apply to the item.

If We settle Your claim by making a payment to You, or on Your behalf, Your GST status and the GST status of the property which is the subject of the claim, will determine the amount We pay.

When You are:

- not registered for GST, the amount We pay is inclusive of any relevant GST component.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used 100% for business use and is property for which You are or would be entitled to a full input tax credit, the amount We pay is exclusive of any relevant GST component, including, but not limited to, any input tax credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.

The maximum amount We pay is the sum insured or other limit of insurance cover exclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used 100% for personal use, the amount We pay is inclusive of any relevant GST component.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used for business and personal use, the amount We pay is inclusive of any relevant GST component with reference to the percentage of personal use and exclusive of any relevant GST component with reference to the percentage of business use of the item that is the subject of the claim.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive or exclusive of GST as the case may be.

You must advise Us of Your correct entitlement to an input tax credit on Your premium and the correct entitlement to an input tax credit on each item of property to be insured. Should the item of property which is the subject of the claim be used for both personal and business use, any amounts We pay will be determined in accordance with the percentage of personal and business use.

Any GST liability arising from Your incorrect advice is payable by You.

### Where We insure Your liability to third parties

We pay up to the limit of indemnity shown on the Certificate of Insurance inclusive of GST.

## Terrorism Insurance Act 2003 (Cth)

These policies exclude cover for losses as a result of an Act of Terrorism.

In the event that damage to property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then You may be afforded protection within the limits of indemnity of this policy by virtue of the *Terrorism Insurance Act 2003* (Cth). The operation of this Act may also serve to reduce the settlement of Your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the *Terrorism Insurance Act 2003* (Cth) can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au).

## Dishonest claims

If You make a dishonest claim, We can refuse to pay it. We may also cancel the policy.

## Keep up to date records of insured property

To help Us to process any claim You may have, You should take reasonable steps to keep a record or evidence of ownership, value and detailed description of any insured property in a safe place. This includes contracts of sale, valuations, receipts, credit card and bank statements, instruction manuals or photographs. Failure to take reasonable steps to keep a record or evidence of ownership, value and detailed description of insured property may result in a reduction or denial of Your claim. We also recommend You keep Your valuations up to date.

## Changing the terms of any of Your policies

You may ask Us to change a term of Your policies. If We agree, We will confirm the change in writing.

## Your cooling-off right

If You wish to reconsider Your decision to insure with Us, please contact Us to discuss Your concern. If You decide not to proceed, You may cancel Your policies by notifying Us in writing within 30 days of You receiving the Certificate of Insurance that You wish to do this. If You do this and You have not made a claim and nothing has happened which would entitle You to make a claim, We will refund the premium You paid to Us.

You still have cancellation rights after this cooling-off period ends and these rights are set out below in 'When You can cancel'.

## When You can cancel

You can cancel a policy at any time by writing to Us requesting cancellation. If You cancel, other than under 'Your cooling-off right', We refund the premium less an amount which covers the period for which You were insured, reasonable administrative costs relating to the issue and cancellation of the policy and any government taxes or duties We cannot recover.

If You pay Your premium by instalment, We will deduct any unpaid instalments up to the date of cancellation. We will not deduct any further instalments due after the date of cancellation.

However, if You have made a claim or are entitled to make one under the policy:

- there is no return of premium for any unused portion; and
- We may deduct from any claim payment premium already refunded to You; and
- if the policy is paid by instalments, all the remaining instalments for the Period of Insurance are payable as if the policy had not been cancelled.

We do not refund premium if the Certificate of Insurance specifically says there is no refund of premium.

## When We can cancel

We may cancel a policy as allowed by the *Insurance Contracts Act 1984* (Cth). We give You a notice in writing.

If We cancel and You paid an annual premium, We will refund the premium less an amount to cover the period for which You were insured.

If We cancel and You pay Your premium by instalments, We will deduct any unpaid instalments up to the date of cancellation. We will not deduct any further instalments due after the date of cancellation.

## Instalment policies

### Premium payment

You can pay Your premium in monthly, quarterly or half-yearly instalments. You can pay by direct debit from an account or credit card that You nominate.

If Your policy is paid by instalments, You authorise us to deduct amounts by direct debit from the account or credit card You have nominated to pay instalments. This includes deduction of any unpaid instalments and remaining instalments in the circumstances specified in this PDS. You must ensure that You have the authority to use the nominated account or credit card and it is Your responsibility to ensure that sufficient funds are in the nominated account or credit card to meet each instalment.

### Consequences of an unpaid instalment

An instalment is unpaid if it cannot be deducted from Your nominated account or credit card. If Your premium is overdue, We will send You a notice outlining the overdue amount and when it needs to be paid. If Your premium remains unpaid after the time period specified in the notice We send, We will:

- cancel Your policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.

If You pay by instalment, We will send You a second notice either before cancellation informing You of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If You need to make a claim when Your policy is overdue, and before Your policy has been cancelled for non-payment, We will require You to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows, We can reduce the settlement payment by the overdue amount.

### Remaining instalments

If Your insurance ceases as a result of a claim, such as a total loss, then We will deduct from the amount We pay to You for Your claim the total of the remaining instalments for the Period of Insurance as if the policy had continued.

If You cancel Your policy and have made a claim or are entitled to make a claim under the policy, then all the remaining instalments for the Period of Insurance are payable as if the policy had not been cancelled.

If You appoint a broker, then all the remaining instalments for the Period of Insurance are payable as different arrangements apply.

### At renewal

Instalments on renewed policies will continue to be deducted at the same frequency and from the same nominated account or credit card. The instalment amount will be different as it will be based on the premium for the renewed policy.

### Changing Your payment details

If You want to change Your nominated account or credit card, You must contact Us at least 14 days before Your next instalment is due.

## Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more-informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and



- to promote continuous improvement of the general insurance industry through education and training.

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

### **Our commitment to You**

We have adopted and support the Code and are committed to complying with it.

Please contact Us if You would like more information about the Code or the Code Governance Committee.

## **Our Complaints Handling Procedures**

To access Our 'Complaints Handling Procedures', simply contact Your local WFI Area Manager, Client Service Team or the Claims Officer handling Your claim.

If You have a complaint, We will do everything possible to resolve the matter on Your initial contact with Us. If a complaint is not resolved, You may access Our 'Complaints Handling Procedures' and Our internal dispute resolution (IDR) process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of WFI with the appropriate experience, knowledge and authority to deal with it.

Details of Our 'Complaints Handling Procedures' are set out in Our brochure 'Handling Complaints and Dispute Resolution Our Commitment to You' and in Our 'Privacy Policy'. They tell You how to access Our 'Complaints Handling Procedures'. You can contact Us for these or access them online at [www.wfi.com.au](http://www.wfi.com.au).

If We are unable to resolve Your complaint through Our 'Complaints Handling Procedures', You may be able to have Your complaint dealt with by the Australian Financial Complaints Authority, which is a free, independent and impartial external dispute resolution service. Its contact details are as follows:

Australian Financial Complaints Authority  
 Online: [www.afca.org.au](http://www.afca.org.au)  
 Email: [info@afca.org.au](mailto:info@afca.org.au)  
 Phone: 1800 931 678 (free call)  
 Mail: Australian Financial Complaints Authority  
 GPO Box 3,  
 Melbourne VIC 3001.

If Your complaint is to do with a privacy issue, You may refer it to the Privacy Commissioner through the Office of the Australian Information Commissioner.

## **Privacy**

We are committed to meeting Our privacy obligations to You under the *Privacy Act 1988* (Cth). The Act provides for information to be collected, used, disclosed and held in accordance with the Australian Privacy Principles (APPs).

You agree that We may collect, use, disclose and hold Your personal information as set out below.

### **Collection**

We collect information which is reasonably necessary to provide Our services for underwriting and administering Your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest You. Collection will only take place by lawful and fair means.

We collect information regarding You, other people, any risk to be insured, previous claims or losses, details of previous insurances and insurers, credit status and any matters relevant to the insurance to be provided.

We collect personal information directly or indirectly by telephone, email, facsimile, online, post, external agencies and in person from You or another person or persons.

If We collect information pursuant to a law, regulation, or court order then We will advise You of the law or the court order applicable.

If You fail to provide Us with personal information then this insurance may not meet Your needs.

At the time of collection or as soon as practicable thereafter We will notify You of or make sure You are aware of how to access information about Our identity, contact details, the purposes for which We collect the information, the consequences of not providing the information, how You can access and correct the information, that We will disclose the information overseas and the countries We will so disclose to.

### **Use and disclosure**

We may disclose Your personal information to WFI related companies, Our agents, overseas service providers, other insurers, mailing houses and

document service providers, financial institutions, insurance and claim reference agencies, credit agencies, loss assessors and adjusters, financial or investigative service providers, internal dispute resolution officers and dispute resolution providers such as the Australian Financial Complaints Authority.

We use and disclose Your personal information for the purposes of providing insurance, administration of the policies, claims handling and dispute resolution.

We may also use or disclose Your personal information for a secondary purpose and You agree that We may so use it.

### **Indirect collection**

When You provide information about other individuals You must make them aware of the disclosure and the use to which their personal information will be put.

We will only collect personal information about an individual from that individual, unless it is unreasonable or impractical to do so.

### **Overseas recipients**

If Your personal information is collected by or supplied to an organisation outside of Australia We will ensure it will be held, used or disclosed only in accordance with the *Privacy Act 1988* (Cth).

### **Marketing**

We also collect Your information so that We and Our related companies and business alliance partners can offer You services and products that We believe may be of interest to You. You agree that We may so use Your personal information. However, You can opt out of receiving such communications by contacting Us.

### **Access and correction**

You can seek access to Your personal information by contacting Us. You can require Us to correct the personal information if it is inaccurate, incomplete or out of date. We will respond to any such request within a reasonable time. We will provide You with access within a reasonable time in the manner requested, unless We are entitled to refuse to provide access.

If We decline to provide You with access We will provide You with the reasons for Our refusal and how

You may access Our internal dispute resolution (IDR) process.

If We correct information We will inform You. If We refuse to amend information We will provide You with Our reasons for the refusal and details of how to access Our IDR process.

### Data quality and security

We will take such steps as are reasonable in the circumstances to ensure the personal information We collect is accurate, up to date, complete and protected from unauthorised access, misuse, modification, interference or loss.

### Privacy policy

For further information, read Our 'Privacy Policy', or visit Our website at [www.wfi.com.au](http://www.wfi.com.au). Our 'Privacy Policy' is available free of charge from Our website or You can contact Us for a free copy. We will take such steps as are reasonable to provide a copy of Our 'Privacy Policy' in a form that You request.

### Complaints

If You have a complaint regarding Our management of Your privacy You may access Our 'Complaints Handling Procedures' and internal dispute resolution (IDR) process by contacting Us. Your complaint will be reviewed by Our Privacy Officer who has up to fifteen business days to resolve Your complaint. If the Privacy Officer cannot resolve Your complaint then it will be escalated to a designated IDR Officer who will make a final IDR decision within fifteen business days of the escalation.

We will also inform You of Your right to take this matter to the Office of the Australian Information Commissioner (OAIC) together with contact details and the time limit for applying to the OAIC. In addition if You have not received a response of any kind to Your complaint within 30 days, then You have the right to take the matter to the OAIC.

The OAIC is the statutory body given the responsibility of complaint handling under the Act. The OAIC is independent and will be impartial when dealing with Your complaint. The OAIC will investigate Your complaint, and where necessary, make a determination about Your complaint, provided Your complaint is covered by the Act. You have 12 months from the date You became aware of Your privacy

issue to lodge Your complaint with the OAIC. The contact details of the OAIC are:

Office of the Australian Information Commissioner

Post: GPO Box 5218, Sydney NSW 2001

Phone: 1300 363 992

Website: [www.oaic.gov.au](http://www.oaic.gov.au)

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

You also have a right in limited circumstances to have Your privacy complaint determined by the Australian Financial Complaints Authority (AFCA). The AFCA can determine a complaint about privacy where the complaint forms part of a wider dispute between You and Us or when the privacy complaint relates to or arises from the collection of a debt.

The AFCA is an independent dispute resolution body approved by the Australian Securities and Investments Commission. We are bound by AFCA's determinations, provided the dispute falls within the AFCA's Terms of Reference. You have two years from the date of our letter of decision to make an application to the AFCA for a determination. You can access the AFCA dispute resolution service by contacting them at:

Australian Financial Complaints Authority (AFCA)

Online: [www.afca.org.au](http://www.afca.org.au)

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

Phone: 1800 931 678 (free call)

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

### Flood

The Landlord building and contents policy in this Plan provides cover for damage caused by Flood unless You choose to remove Flood cover from it. If You choose to remove Flood cover then the relevant section on the Certificate of Insurance for the policy will state: 'Your policy does not include cover for damage caused by Flood'.

Please note that there are limitations on the Flood cover provided by the Landlord building and contents policy even if You have Flood cover.

## General advice warning

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire any of the policies, You should carefully read this document and consider the appropriateness of the policies having regard to Your objectives, financial situation and needs.

## Information about Our Product Disclosure Statement (PDS)

Only the parts of this document relevant to insurance cover provided to You as a 'retail client' as defined under the *Corporations Act 2001* (Cth) and any other documents We tell You are included, make up Our PDS.

Information in Our PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by contacting Us. If the update is to correct a misleading or deceptive statement or omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, We will provide You with a new PDS or a supplementary PDS. Other documents may form part of Our PDS.

Any such documents will include a statement identifying them as part of this PDS.

## Contacting Us

We are happy to help You with any enquiries You have about any policies or the extent of Your insurance cover or to confirm any policy transaction. Please feel free to contact Us at any time.

## Financial Claims Scheme

Each of these policies may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

Information about the FCS can be obtained from <http://www.fcs.gov.au>.

# General conditions

## applying to all policies

### What You must do when You have a policy

#### You must:

- keep all insured property in good condition
- comply with all relevant legislation and the requirements of government and statutory authorities
- comply with all relevant Australian Standards
- take reasonable care to safeguard all insured property
- take reasonable precautions to avoid harming others or harming property belonging to others
- tell Us as soon as reasonably possible:
  - if You no longer have an interest in the insured property
  - if You take out any other insurance which covers any insured property or liability insured by any of the policies We issue to You
- ensure that any safety system or security device installed to protect insured property is in working order and activated.

### What You must and must not do if You make a claim or an event happens that might lead to You making a claim

#### You must:

- take reasonable steps to limit loss, damage or injury and to prevent further loss, damage or injury resulting from the event

- as soon as reasonably possible, tell the police if a criminal act might have caused the loss, damage or injury
- as soon as reasonably possible, tell Us about the claim or the event and send Us written details when We require this
- as soon as reasonably possible, send Us any correspondence You receive about the claim or the event
- give Us any relevant information and help We may need in handling the claim. We will only request information relevant to handling Your claim and will explain why the information, documents and help is required.

#### You must not without Our prior consent:

- repair or dispose of any damaged property until We have had the opportunity to inspect it if it is reasonable and safe to do so
- incur any costs or expenses or authorise repairs (other than urgent temporary repairs)
- admit liability for the event, loss, damage or injury
- negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury arising out of the event.

### What can affect Your entitlements

We may decline or reduce the amount of any claim under this policy for loss, damage or liability, or refuse to indemnify You, if You enter, or have entered (even before this contract of insurance) into an agreement, release

or undertaking which excludes or limits Our right to recover damages or a contribution from any third party who would otherwise be liable to compensate You with respect to such loss, damage or liability unless such agreement, release, or undertaking has been allowed in this policy or by specific mention in Your Certificate of Insurance.

If You do not do what You are obliged to do under Your policy and such failure to comply with Your policy contributes to the loss, damage or liability, We may refuse to pay a claim or any part of it.

The course of action We take when You fail to follow a condition will be considered in each circumstance based on what impact or effect Your failure to comply caused or contributed to the claim or Our decision to issue Your policy.

### What We may do

If an event happens that causes loss, damage or injury, We may:

- take over and conduct in Your name the defence or settlement of any claim against You. We have sole discretion in how the defence is conducted or a claim is settled
- represent You at an inquest or official enquiry.

If We have paid or agreed to pay a claim, We have the right to proceed in Your name against any Person responsible for the loss, damage or injury. We take this action at Our expense. You must not do anything which limits Our right to do so.

# General exclusions

## applying to all policies

### What is not insured by any of the policies in this Plan

The policies do not insure You for the following types of loss. Please read each of Your policies as they do not cover other losses as well.

#### None of the policies in this Plan insure against:

##### 1 asbestos

- any liability for Personal Injury, Damage to Property or loss of income directly or indirectly caused by or arising out of or in connection with asbestos.

##### 2 consequential loss

- consequential loss of any kind or description whatsoever. This means We will not pay for any direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation.

This exclusion does not apply to:

- the Landlord legal liability and the Domestic workers policies in this Plan; and
- the extent that an additional or optional benefit in a policy in this Plan expressly extends to cover consequential loss.

##### 3 deliberate acts

- any deliberately or wilfully caused Damage to Property, theft of property or Personal Injury by:
  - You; or
  - an Employee living in the Domestic Building or by anyone living with an Employee in the Domestic Building; or

- the Tenant or by anyone living with the Tenant; or
- anyone invited into the Domestic Building by You, by an Employee, by the Tenant or by anyone living in the Domestic Building; or
- anyone acting with Your, an Employee's or the Tenant's express or implied consent; or
- anyone entitled to benefit under the Landlord building and contents policy in this Plan.

##### 4 electronic data, cyber, e-commerce

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - the total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of, Computer Equipment; or
  - an error in creating, amending, entering, directing, deleting or using Computer Equipment; or
  - the total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

##### 5 punitive, exemplary or aggravated damages, fines or civil penalties

- any punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages awarded against You or Your Family or any fines or civil penalties imposed on You or Your Family.

##### 6 radioactive contamination

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - a nuclear reactor or power station; or
  - radioactive contamination; or
  - nuclear reaction, radiation or fission; or
  - the production, processing, handling, storage, transport, disposal or use of nuclear fuel, energy, material or waste or of any buildings, plant or equipment relating to it.

##### 7 terrorism

- any Personal Injury, Damage to Property, loss of income, costs or liability directly or indirectly caused by or arising out of or in connection with:
  - an Act of Terrorism; or
  - action taken to control, prevent or suppress or attempt to control, prevent or suppress, an Act of Terrorism.

*We will only apply this terrorism exclusion to the Landlord building and contents policy in this Plan if the Act of Terrorism was directly or indirectly caused by, or arose out of or in connection with biological, chemical, radioactive or nuclear pollution or contamination or explosion.*

## **8 war**

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - war, invasion, acts of a foreign enemy, hostilities or war-like operations (whether war is declared or not); or
  - civil war, rebellion, mutiny, civil disturbance or commotion assuming the proportions of or amounting to an uprising, military rising, military or usurped power, insurrection, rebellion or revolution; or
  - nationalisation, confiscation, damage, destruction or requisition of property by or under the order of a government or statutory authority. or statutory authority.

# General definitions

applying to words We use in this Plan

WORD OR TERM	DEFINITION
<b>Accident</b>	means a sudden, unexpected and unintended event which: <ul style="list-style-type: none"> <li>• You did not intend or expect; and</li> <li>• a reasonable person in Your position and with Your knowledge and experience would not have expected.</li> </ul> 'Accidental' and 'Accidentally' have corresponding meanings.
<b>Act of Terrorism</b>	means an act, including but not limited to the use or threat of force or violence by any Person or group(s) of Persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<b>Allowable Reletting Expenses</b>	means reletting expenses as specified in the Lease. If no reletting expenses are specified in the Lease, then no allowance will be made for reletting expenses.
<b>Australian Standards</b>	means standards published by Standards Australia Limited.
<b>Bond</b>	means the amount (being not less than 4 weeks Rent) paid by the Tenant and held as security against loss of or damage to the Building and/or Contents, outstanding Rent or other costs.
<b>Building</b>	means everything described on page 27 of this Plan that: <ul style="list-style-type: none"> <li>• You own; and</li> <li>• is at the location shown on the Certificate of Insurance.</li> </ul>
<b>Business</b>	means business, trade, profession or occupation and any other commercial or income earning activity. It does not mean the activity of leasing the Building.
<b>Certificate of Insurance</b>	means the most recent Certificate of Insurance We gave You which contains the specific insurance details for You.
<b>Common Property</b>	means, in relation to the structure, services, land and open spaces in a property governed by strata or community title legislation or by company title, everywhere outside the airspace of Your unit or lot.
<b>Computer Equipment</b>	means data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, intranet, software or applications software, computer chip including microprocessor chip or coded instructions, as well as any new technology, product or service replacing existing computer equipment.
<b>Contents</b>	means the contents listed in the first column of the table on page 26 of this Plan which You own or for which You are legally responsible.
<b>Damage to Property</b>	means physical loss of or physical damage to property.
<b>Defined Events</b>	means the Defined Events listed in 'Section 1: Defined Events' on pages 17 and 18 of this Plan.

WORD OR TERM	DEFINITION
<b>Domestic Building</b>	means a Building in which people live.
<b>Employee</b>	means a person employed by You under a contract of service.
<b>Flood</b>	means the covering of normally dry land by water that has escaped or been released from the normal confines of: <ul style="list-style-type: none"> <li>any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or</li> <li>any reservoir, canal, or dam.</li> </ul>
<b>GST</b>	means the Goods and Services Tax imposed by <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>Hydrostatic Pressure</b>	means the pressure exerted by a fluid at equilibrium due to the force of gravity.
<b>Landlord's Premises</b>	means the land at the location of Your Building as shown on the Certificate of Insurance. It includes the garden or yard within the legal boundaries of that land. It does not include Common Property or a public area.
<b>Lease</b>	means a written, executed and legally enforceable and compliant rental agreement for tenancy of Your Building between You and the Tenant where the term of the agreement is not less than a period of 3 months. It also includes any extension of the rental agreement by way of periodic tenancy that immediately follows the expiration of the agreement on the terms set out in the agreement.
<b>Legal Costs</b>	means the: <ul style="list-style-type: none"> <li>legal costs and disbursements reasonably charged by a lawyer in pursuing or defending Legal Proceedings for You; and</li> <li>wages or salary You lose to attend court as a witness or as a party to Legal Proceedings.</li> </ul>
<b>Legal Proceedings</b>	means legal proceedings taking place in Australia before a court or a formally appointed arbitrator or mediator which directly concern: <ul style="list-style-type: none"> <li>an alleged wrongful dismissal of an Employee</li> <li>the purchase of goods or services, but only if the amount in dispute exceeds \$500 and does not arise out of Your failure to pay the purchase price for the goods or services</li> <li>an alleged liability arising out of the occupation, ownership or use of Your Building</li> <li>the sale of Your Building</li> <li>any event directly causing damage to or destruction of Your Building.</li> </ul> do not include legal proceedings that involve or are directly or indirectly caused by or arise out of: <ul style="list-style-type: none"> <li>a dispute between a person insured under a policy in this Plan and another person insured under the same policy</li> <li>a dispute between You and a member of Your Family</li> <li>a dispute with a professional adviser</li> <li>a claim for defamation</li> <li>a criminal act.</li> </ul>
<b>Notice to Leave</b>	means a written notice served by You or Your agent on the Tenant in accordance with the terms of the Lease and any applicable law or regulation, requiring the Tenant to vacate the Building.
<b>Notice to Remedy Breach</b>	means a written notice served on You or Your agent by the Tenant which provides notice of a breach of the Lease and requires You to remedy the breach within the time specified.
<b>Occurrence</b>	means an event including continuous or repeated exposure to substantially the same general conditions which: <ul style="list-style-type: none"> <li>You did not intend or expect; and</li> <li>a reasonable person in Your position and with Your knowledge and experience would not have expected.</li> </ul>

WORD OR TERM	DEFINITION
<b>Period of Insurance</b>	means the period shown as the 'Period of Insurance' on Your Certificate of Insurance.
<b>Person</b>	means a natural person, firm, company, partnership, incorporated association, incorporated body or statutory body.
<b>Personal Injury</b>	means bodily injury (including death or illness), disability, shock, mental anguish, mental injury or loss of consortium.
<b>Pet</b>	means a domestic animal that is kept on or at the Landlord's Premises.
<b>Plan</b>	means this Landlord Plan.
<b>Professionally Managed</b>	means the Building is managed by a Professional Manager.
<b>Professional Manager</b>	means a licensed real estate agent or on-site property manager who is paid by or on behalf of You to manage the Building.
<b>Rent</b>	means the amount paid or payable by the Tenant to lease the Building as set out in the Lease.
<b>Specified Contents</b>	means the Contents listed on the Certificate of Insurance as 'Specified contents'.
<b>Storm</b>	means violent wind or thunderstorm (including a tornado or cyclone), hail, rain, or snow.
<b>Storm Surge</b>	means an abnormal rise in the level of the sea along a coast caused by the winds of a severe cyclone typically at least 30kms across and 2–5 metres above the average sea level.
<b>Tenant</b>	means the Person named in the Lease as the tenant.
<b>We, Us, Our and WFI</b>	means Insurance Australia Limited trading as WFI.
<b>You</b>	means the Person or entity shown on the Certificate of Insurance as the insured. If two or more Persons or entities are shown, You means each of them jointly and separately, subject to Our total liability not exceeding the sums insured or limits of liability described in the policies We issue to You. Each of the insured is responsible for the completeness and accuracy of information in any application for insurance and in any form, document, statement or claim supplied to Us or Our agents or employees by any one of them. Each one is also obliged to comply with the terms of any policy taken out by them.  'Your' and 'Yourself' have corresponding meanings.
<b>Your Family</b>	means Your: <ul style="list-style-type: none"> <li>• spouse or de facto who live solely with You; and</li> <li>• unmarried children who live with You; and</li> <li>• parents and the parents of Your spouse or de facto who live solely with You; and</li> <li>• student children boarding at school, college or university.</li> </ul>



# Summary of Cover

LANDLORD BUILDING & CONTENTS DEFINED EVENTS	BUILDING	CONTENTS
Fire, explosion, lightning or thunderbolt	X	X
Burglary and house breaking	X	X
Storm	X	X
Bursting, leaking or overflowing	X	X
Impact by aircraft, vehicle, watercraft, tree, branch or aerals	X	X
Accidental glass breakage	X	X
Malicious damage or vandalism	X	X
Earthquake	X	X
Riot, civil commotion or strikes	X	X
Accidental loss or damage	Optional	Optional
Flood	see below*	see below*
ADDITIONAL BENEFITS	BUILDING	CONTENTS
Additional Building costs	X	X
Architects and other fees	X	X
Electrical damage	X	X
Environmental benefits	X	X
Fumigation costs	X	X
Mortgagee Legal Costs	X	X
Plants, shrubs and trees	X	X
Removal of debris	X	X
Replacement title deeds	X	X
Tax Audit	X	X
OPTIONAL BENEFITS	BUILDING	CONTENTS
Damage caused by Employees	Optional	Optional
Damage caused by Employee's Pets	Optional	Optional
Damage caused by Tenants	Optional	Optional
Damage caused by Tenant's Pets	Optional	Optional
Loss of Rent	Optional	Optional
Tenants Rent default cover	Optional	Optional
LEGAL LIABILITY	BUILDING	CONTENTS
In connection with You owning Your Building or Contents	✓	✓
DOMESTIC WORKERS	BUILDING	CONTENTS
In connection with You owning Your Building or Contents	✓	✓

\* Your Landlord policy provides Flood cover unless You choose to remove Flood cover from it. If You choose to remove Flood cover then the relevant section on the Certificate of Insurance for the policy will state: 'Your policy does not include cover for damage caused by Flood'. Please note that there are limitations on the Flood cover provided by this policy even if You have Flood cover.

# Landlord building and contents policy

*This policy insures Your Building and Contents.*

*You only have this policy if the risk 'Landlord Building and Contents' is shown on the Certificate of Insurance.*

*The General conditions on page 9 and the General exclusions on pages 10 and 11 apply to this policy. The General definitions on pages 12 to 14 apply to words used in this policy.*

<b>The types of cover We offer</b>	<b>17</b>	<b>Section 7: Additional benefits for Contents</b>	<b>21</b>
<b>Section 1: Defined Events</b>		<b>Section 8: Inflation protection</b>	<b>22</b>
What You are insured against for Defined Events	17	<b>Section 9: Optional benefits</b>	
What are the Defined Events	17	Damage caused by Tenants	22
What is not insured for Defined Events	17	Damage caused by Employees	22
<b>Section 2: Accidental damage</b>		Damage caused by Tenant's Pets	22
What You are insured against for Accidental damage	18	Damage caused by Employee's Pets	23
What is not insured for Accidental damage	19	Tenants Rent default cover	23
<b>Section 3: What We do if Your Building is damaged or destroyed</b>	<b>19</b>	Loss of Rent	24
<b>Section 4: What We do if Contents or Specified Contents are damaged, destroyed or stolen</b>	<b>19</b>	<b>Section 10: Special conditions</b>	<b>25</b>
<b>Section 5: Limits on what We pay for certain items of Contents</b>	<b>20</b>	<b>What Contents means</b>	<b>26</b>
<b>Section 6: Additional benefits for Building</b>	<b>20</b>	<b>Special definitions of words used in this policy</b>	<b>27</b>

## The types of cover We offer

We offer insurance cover for You:

- Building;
- Contents and Specified Contents;
- Building and Contents and Specified Contents.

You can choose to insure Your Building or Contents and Specified Contents for:

- Defined Events as outlined in 'Section 1: Defined Events'; or
- Accidental loss or damage as outlined in 'Section 2: Accidental damage'.

The extent of Your insurance cover depends on the type of cover You have taken out. This is shown on the Certificate of Insurance.

## Section 1: Defined Events

### What You are insured against for Defined Events

If 'Defined Events' is shown on the Certificate of Insurance, this Section 1 insures You against physical loss of or physical damage to:

- a Building if 'Building' is shown on the Certificate of Insurance;
- an item of Contents if:
  - 'Contents' is shown on the Certificate of Insurance; and
  - You provided the item to the Tenant for use at the Landlord's Premises,

but only when it is in the area described under 'When covered' in the second column of the table on page 26 of this Plan.

- an item of Specified Contents if:
  - 'Specified contents' is shown on the Certificate of Insurance; and
  - You provided the item to the Tenant for use at the Landlord's Premises,

but only when it is in the area described under 'When covered' in the second column of the table on page 26 of this Plan.

You are only insured under this Section 1 for physical loss or physical damage directly caused by a Defined Event which occurs at the Landlord's Premises during the Period of Insurance.

## What are the Defined Events

### 1 fire

but not damage by any process involving the deliberate application of heat (only the item You intended to be heated is not insured).

### 2 lightning

but only if physical evidence of the damage by lightning can be clearly seen.

### 3 explosion

### 4 earthquake

but You will be required to pay the 'Earthquake Excess' as shown on the Certificate of Insurance for all claims for all loss and damage occurring within 72 hours of the earthquake.

### 5 burglary and housebreaking

### 6 theft

but not from Common Property

### 7 impact by:

- a road vehicle; or
- an animal, but not a Pet; or
- an aircraft or debris from an aircraft, space debris, rocket or satellite; or
- an aerial or mast, but not damage to an aerial or mast; or
- a falling tree or branch, but not as a result of the lopping or felling of a tree unless by a professional tree lopper.

### 8 riot or civil commotion or strikes

including acts of people taking part in an industrial or political disturbance and an act of a lawful authority controlling this disturbance.

Please note the General exclusion 8 war on page 11.

### 9 vandalism

but not to a Building, Contents or Specified Contents located in or on Common Property.

### 10 Storm

### 11 bursting, leaking or overflowing

of water, oil or other liquid from a system fixed, attached or connected to a Domestic Building.

### 12 Accidental breakage of:

- fixed glass forming part of Your Building, fixed bath tub, shower recess, wash basin, sink, or toilet bowl and cistern, but only if 'Building' is shown on the Certificate of Insurance; or

- glass forming part of an item of furniture, but only if 'Contents' is shown on the Certificate of Insurance.

### 13 Flood

if the Certificate of Insurance states under the heading 'Flood Cover': 'Your policy includes cover for damage caused by Flood'.

## What is not insured for Defined Events

This Section 1 does not insure You against:

### 1 loss or damage directly caused by:

- Flood, if under the heading 'Flood Cover', Your Certificate of Insurance for this policy states 'Your policy does not include cover for damage caused by Flood'.

*If Your Certificate of Insurance for this policy states under the heading 'Flood Cover': 'Your policy does not include cover for damage caused by Flood', it is because You chose not to have Flood cover.*

- rain, Flood, hail or snow to Contents or Specified Contents unless they are in a fully enclosed and roofed building within the boundary of a Domestic Building when the loss or damage occurred.

*If Your Certificate of Insurance for this policy states:*

- *under the heading 'Flood Cover': 'Your policy includes cover for damage caused by Flood', You do not have any Flood cover for Contents or Specified Contents if they are not in a fully enclosed and roofed building when the loss or damage occurred;*
- *under the heading 'Flood Cover': 'Your policy does not include cover for damage caused by Flood', You do not have any Flood cover for Contents or Specified Contents even if they are in a fully enclosed and roofed building when the loss or damage occurred.*

- sea or tidal wave (even if caused by an earthquake).

- Storm Surge unless:

- the same damage to Your Building, Contents or Specified Contents is directly caused by Flood; and

- Your Certificate of Insurance for this policy states under the heading ‘Flood Cover’: ‘Your policy includes cover for damage caused by Flood’.
- tsunami
- earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslide, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the damage occurs within 72 hours of, and is directly caused by:
  - a) earthquake; or
  - b) water overflowing, leaking or bursting from a fixed pipe or fixed system; or
  - c) Storm water or Flood, and your Certificate of Insurance for this policy states under the heading ‘Flood Cover’: ‘Your policy includes cover for damage caused by Flood’.

In respect of (b) above We only pay up to \$10,000 for any one claim.

- the subterranean seepage of water, no matter how caused
- pets, moths, birds, insects or vermin;
- a process of cleaning, repairing or restoring
- a tree root.

## 2 loss or damage directly or indirectly caused by or arising out of:

- a structural fault, faulty design or faulty workmanship
- lack of maintenance or inadequate maintenance (for example, failure to clean out gutters)
- Hydrostatic Pressure.

## 3 loss or damage directly or indirectly caused by or arising out of or in connection with germs, disease, virus, bacteria or other contagion.

## 4 damage to:

- a private boat ramp or jetty unless directly caused by fire, lightning, explosion or vandalism
- retaining walls, garden borders and free standing outdoor walls caused by Flood

*You do not have this cover for this damage even if Your Certificate of Insurance for this policy states under the heading ‘Flood Cover’: ‘Your policy includes cover for damage caused by Flood’.*

- a submersible pump exceeding 3hp
- Your Building if directly caused by an alteration or addition to the Building which is in progress if the contract value (inclusive of labour, materials and all taxes including GST specified in the contract and any agreed variations to the contract) for the alteration or addition exceeds \$50,000
- an alteration or addition to Your Building which is in progress, unless the contract value (inclusive of labour, materials and all taxes including GST specified in the contract and any agreed variations to the contract) for the alteration or addition is \$50,000 or less and the damage:
  - occurs when the work on the alteration or addition has been in progress for less than 3 months; and
  - is directly caused by Storm (but not by rain, hail or snow accompanying the Storm), fire, explosion, lightning, earthquake, riot, civil commotion or impact by a vehicle, aircraft or aerial device.

## 5 damage that is mildew

## 6 damage that is mould or wet or dry rot unless arising from loss or damage covered by a Defined Event.

## 7 breakage of

- glass forming part of a glasshouse or conservatory unless directly caused by Storm
- a mirror or glass ordinarily carried by hand
- vases, ornaments, pictures or visual display units including but not limited to clocks, watches, radios or electronic equipment
- glass if the break does not extend through the entire thickness of the glass
- an item that is already damaged.

## 8 breakage of an item of a brittle nature which is ordinarily carried by hand or designed for use in handling food or liquid:

- whilst being carried by hand; or
- during use.

## 9 mechanical, electrical, electronic or hydraulic failure or breakdown.

## 10 wear, tear, rust, corrosion or gradual deterioration.

## 11 damage that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

## 12 loss or damage to Your Contents (including Specified Contents):

- when being cleaned, repaired or restored; or
- directly caused by a leaking shower floor or base, shower screen or shower door; or
- when Your Building is unoccupied and has been so unoccupied for at least 90 consecutive days before the loss or damage unless:
  - You tell Us before the 90 days begin and We agree to continue to insure Your Building and Contents and Specified Contents; and
  - You ensure that all gates, doors and windows are left securely locked.

## 13 Cracking (other than Cracking of a bath tub, shower recess, wash basin, bench top, sink, toilet bowl, cistern or stove top), chipping (other than the chipping of a bench top or stove top), splitting, tearing, scratching or denting, unless directly caused by fire, lightning, earthquake, Storm, explosion, burglary, theft, vandalism or impact by a vehicle or aircraft.

## 14 staining

- unless it is:
  - directly caused by bursting, leaking or overflowing of water, oil or other liquid from a system fixed, attached or connected to a Domestic Building
  - directly caused by fire, lightning, earthquake, Storm, explosion, burglary, theft, vandalism or impact by a vehicle or aircraft
  - Accidental staining of a fixed floor covering.

## Section 2: Accidental damage

### What You are insured against for Accidental damage

If ‘Accidental Damage’ is shown on the Certificate of Insurance, this Section 2 insures You against physical loss of or physical damage to:

- a Building if 'Building' is shown on the Certificate of Insurance;
- an item of Contents if:
  - 'Contents' is shown on the Certificate of Insurance; and
  - You provided the item to the Tenant for use at the Landlord's Premises,

but only when it is in the area described under 'When covered' in the second column of the table on page 26 of this Plan.

- an item of Specified Contents if:
  - 'Specified contents' is shown on the Certificate of Insurance; and
  - You provided the item to the Tenant for use at the Landlord's Premises,

but only when it is in the area described under 'When covered' in the second column of the table on page 26 of this Plan.

You are only insured under this Section 2 for physical loss or physical damage directly caused by:

- burglary or theft; or
- an Accident,

at the Landlord's Premises during the Period of Insurance.

## What is not insured for Accidental damage

This Section 2 does not insure You against:

- 1 any of the items numbered 1–13 under 'What is not insured for Defined Events' on pages 17 and 18 of this Plan.**
- 2 loss or damage directly caused by:**
  - the neglect, carelessness, poor housekeeping or unhygienic living habits of the Tenant, of anyone living with the Tenant or of anyone invited by the Tenant to the Domestic Building
  - maintenance carried out by the Tenant or by anyone engaged by or acting for or on behalf of the Tenant
  - repairs or attempted repairs carried out by the Tenant or by anyone engaged by or acting for or on behalf of the Tenant
  - the failure of the Tenant, or anyone living with the Tenant or of anyone invited by the Tenant to the

Domestic Building, to control their own children

- a Pet belonging to the Tenant, to anyone living with the Tenant or to anyone invited by the Tenant to the Domestic Building
- a Pet belonging to an Employee, to anyone living with the Employee or to anyone invited by the Employee to the Domestic Building.

## Section 3: What We do if Your Building is damaged or destroyed

There are two methods of calculating the amount payable for a claim. These methods are 'Indemnity' and 'Replacement'. The method of claim payment calculation which will apply if You make a claim is shown on the Certificate of Insurance.

### Replacement

If 'Building' and 'Replacement' are shown on the Certificate of Insurance, We will:

- replace, reinstate or repair the part of Your Building that is damaged as far as possible to its original condition, using materials that are readily available in Australia or, at Our option, We will pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have; and
- if the Building has architectural features or structural materials possessing an ornamental or historical character or for which the original materials are not available, replace, reinstate or repair the Building to a state of reasonable appearance determined by Us using the original design and suitably equivalent materials or at Our option, We will pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

### Indemnity

If 'Building' and 'Indemnity' are shown on the Certificate of Insurance and Your Building is damaged, We will:

- replace, reinstate or repair the part of Your Building that is damaged to a similar condition it was in before it was damaged, or at Our option,

We will pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have;

- if Your Building is destroyed, pay the cost to build a building to the same design and specification,

however, We will deduct an amount for wear, tear and depreciation of Your Building at the time of the damage or destruction whether Your Building is damaged or totally destroyed.

Whether 'Indemnity' or 'Replacement' is shown on the Certificate of Insurance:

- You are only insured for the reinstatement, replacement or repair of a wall, ceiling or fixed floor covering which is damaged in the room where the damage occurred; and
- if You decide not to repair or replace Your Building or do not commence repair or replacement within 6 months of the date of the loss or damage, We will only compensate You for what it would have cost to repair or replace Your Building at the date of the loss or damage; and
- where damage occurs to a submersible pump exceeding 3hp and We determine the pump should be replaced, We will pay only what it would cost to replace the pump with a 3hp pump; and
- for damage to or destruction of:
  - a domestic jetty or pontoon not used for commercial purposes, We pay up to \$2,500 for all claims arising out of the one event
  - an external blind or awning, We pay up to \$5,000 for all claims arising out of the one event
  - unfixed building materials, We pay up to \$1,000 for all claims arising out of the one event.

## Section 4: What We do if Contents or Specified Contents are damaged, destroyed or stolen

If an item of Contents or Specified Contents is damaged, destroyed or stolen, We may at Our option:

- repair, reinstate or replace it as far as possible to its original condition

when new; or

- pay You the lesser of the cost to repair it or the amount set out under 'Amount of Cover' in the table on page 26 of this Plan to reinstate or replace it.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We pay up to the sum insured shown on the Certificate of Insurance for:

- Contents, for all loss of or damage to Contents
- Specified Contents, for all loss of or damage to Specified Contents,

during the Period of Insurance.

If We decide to replace, reinstate or repair Your Contents or Specified Contents We will make a fair and reasonable attempt to match new materials used to repair or replace Your Insured Property with the original, undamaged materials. If You are not satisfied with the closest match, You are able to pay the extra cost of replacing undamaged parts to achieve a matching appearance.

We pay only for the reinstatement, replacement or repair of carpets, internal blinds and curtains in the room, hall or passage where the damage occurred.

Where We decide to reimburse a cost You have incurred, then Our payment will be no more than the actual cost You incur.

## Section 5: Limits on what We pay for certain items of Contents

Where you make a claim in relation to an item which forms part of a pair, suite, or set –

- we will pay the value of that one item, and we will not pay more than the value of that lost, destroyed, or damaged item as a proportion of the combined pair, suite or set; however
- if the entire pair, suite, or set is completely inoperable because of the loss or damage to a single item which cannot be replaced (or a single replacement item does not complete the pair, suite, or set to make it operational) we will either pay you the cost to replace the entire pair, suite, or set or replace the entire pair, suite, or set.

## Section 6: Additional benefits for Building

The following additional benefits apply if 'Building' is shown on the Certificate of Insurance and are in addition to any sums insured shown on the Certificate of Insurance for Building.

### Costs connected with rebuilding

If We have paid or agreed to pay a claim to replace or reinstate Your Building, We pay for:

- the extra cost to comply with the requirement of a public authority in relation to rebuilding the Building, but not the cost for work You were required to do before the damage occurred.

We pay up to 10% of the sum insured shown on the Certificate of Insurance for 'Building' for all claims for this benefit arising out of the one event

- architects', surveyors' and legal fees.

We pay up to 10% of the sum insured shown on the Certificate of Insurance for 'Building' for all claims for this benefit arising out of the one event.

- demolition costs and the cost to clear debris from the site of the building being replaced or reinstated.

We pay up to 10% of the sum insured shown on the Certificate of Insurance for 'Building' for all claims for this benefit arising out of the one event.

We only pay these costs under this additional benefit if:

- they are incurred as a consequence of the loss or damage for which We have agreed to pay a claim; and
- they are reasonable; and
- We have approved them before You incur them.

### Electrical damage

We pay for the reasonable cost to repair a home appliance or item of office equipment (but not Business tools) if it is in the Building and is damaged by the actual burning out of an electric motor or sealed compressor by electrical current during the Period of Insurance.

Under this additional benefit We do not pay for:

- loss of use
- damage to a disk or other media

- loss or distortion of data information, a record or software program
- damage covered by any warranty, guarantee or maintenance, service or lease agreement
- damage to an item when it is located on Common Property
- damage to any part that is not an electric motor or compressor unit itself
- the normal service of electric motors and compressors, or exchangeable items of electric motor and compressors
- damage to any submersible or bore hole type pumps over 3hp, or the cost of extracting or reinstalling any submersible or bore hole type pump
- damage to any rectifiers or transformers
- loss or damage to Your electric motors and compressors that are more than 10 years old.

We will pay up to \$2,000 for any one item damaged, to the greater of \$5,000 or the amount shown on the Certificate of Insurance for all damage arising out of the one event. These limits do not apply if the damage was directly or indirectly caused by fire, lightning, earthquake, Storm, explosion, burglary, theft, vandalism or impact by a vehicle or aircraft and the evidence of such damage can be clearly seen.

You will be required to pay an excess of \$250 for damage to the electrical components of each item damaged up to a maximum of \$500 for a claim under this additional benefit.

### Environmental benefits

If Your Building is declared by Us to be a Total Loss as the result of an insured event and We have agreed to rebuild Your Building, We will pay up to the greater of \$5,000 or the amount shown on the Certificate of Insurance towards the costs You incur, after the deduction of any rebate You are eligible for under any government or council rebate scheme, to install at or within the Building any combination of the following:

- a rainwater tank facility
- a solar power system
- a hot water heat exchange system
- a grey water recycling system.

This additional benefit only applies if You decide to rebuild Your Building

on the Landlord's Premises and if You actually install the system which this additional benefit covers.

Any payment We make under this additional benefit will be in addition to any amount We pay for the replacement of the Building.

For the purposes of this additional benefit:

- **a rainwater tank facility includes:** a rainwater tank, water pump and wiring, foundation or tank stand, pipes connecting the roof to the tank, and installation costs
- **a solar power system includes:** solar or PV panels, water tank, pump, electrical wiring, foundation or tank stand, pipes connecting the roof solar panels to the tank, and installation costs
- **a hot water heat exchange system includes:** heat exchange system, electrical wiring, foundation or tank stand, water pipes, and installation costs
- **a grey water recycling system includes:** recycling system, distribution pipes and connectors, outlet housings, and installation costs.

#### **Fumigation costs**

If the Domestic Building is temporarily uninhabitable as a consequence of a Tenant dying in the Domestic Building during the Period of Insurance, We pay the reasonable costs You incur in cleaning up and fumigating the Domestic Building due to the death of the Tenant.

We pay up to the greater of \$5,000 or the amount shown on the Certificate of Insurance for any one death.

#### **Mortgagee Legal Costs**

If We have paid or agreed to pay a claim for a Total Loss of the Building, We pay up to the greater of \$10,000 or the amount shown on the Certificate of Insurance for this additional benefit towards the reasonable charges and fees You incur to discharge a mortgage in relation to the Landlord's Premises.

#### **Plants, shrubs and trees**

If 'Building' is shown on the Certificate of Insurance, this policy is extended to insure Your plants, shrubs and trees, including artificial lawn while within the boundary of the Landlord's Premises against:

- theft or destruction by a thief or a

vandal; and

- destruction directly caused by fire, lightning or explosion, during the Period of Insurance.

We will pay up to \$300 for the theft or destruction of any one plant, shrub or tree and up to the greater of \$1,500 or the amount shown on the Certificate of Insurance for 'Plants, shrubs and trees' for all claims arising out of any one event.

#### **Replacement title deeds**

If We have paid or agreed to pay a claim for damage to Your Building or Contents, We will pay up to the greater of \$5,000 or the amount shown on the Certificate of Insurance towards the reasonable cost You incur to replace title deeds to the land on which Your Building is built which were damaged or destroyed by the insured event.

#### **Tax Audit**

We will pay up to a maximum of \$500 per Tax Audit and up to the greater of \$2,000 or the amount shown on the Certificate of Insurance in total for all claims during a Period of Insurance for reasonable and necessary professional fees You incur in responding to or defending a Tax Audit relating to Your tax liability arising out of the letting of the Building.

No amount is payable under this additional benefit until the Tax Audit has been completed.

The Tax Audit must be related to a return lodged no more than 12 months prior to the original inception date of Your policy with Us and the Tax Audit related to a return for a financial year that ended no more than 3 years prior to the current Period of Insurance.

We will only pay a claim under this additional benefit if You:

- have lodged tax returns within the time limits prescribed by statute, pay all taxes by their respective due dates or extension dates as granted by an auditor; and
- have complied with the relevant legislation, procedures and guidelines issued by a relevant government, government authority or agency including in relation to maintenance of records, books and documents; and
- possess and maintain the records that You are required to keep or would ordinarily keep in relation to a taxation liability.

We will not make a payment under this additional benefit if on the notification date of the Tax Audit by authorities, You no longer own the Building or it is no longer insured by Us.

## **Section 7: Additional benefits for Contents**

The following additional benefits apply if 'Contents' is shown on the Certificate of Insurance and are in addition to any sums insured shown on the Certificate of Insurance for Contents.

#### **Removal of debris**

If We have paid or agreed to pay a claim under this policy for loss or damage to Your Contents, We will pay the reasonable costs of removing debris of Contents from the Landlord's Premises as a result of such loss or damage. Under this additional benefit We will pay up to 10% of the sum insured for Contents for any one claim.

#### **Electrical damage**

We pay for the reasonable cost to repair a home appliance or item of office equipment (but not Business tools) if it is an item of Contents and is damaged by the actual burning out of an electric motor or sealed compressor by electrical current during the Period of Insurance.

Under this additional benefit We do not pay for:

- loss of use
- damage to a disk or other media
- loss or distortion of data information, a record or software program
- damage covered by any warranty, guarantee or maintenance, service or lease agreement
- damage to an item when it is located on Common Property
- damage to any part that is not an electric motor or compressor unit itself
- the normal service of electric motors and compressors, or exchangeable items of electric motor and compressors
- damage to any submersible or bore hole type pumps over 3hp or the costs of extracting or reinstalling any submersible or bore hole type pump
- damage to any rectifiers or transformers.

Under this additional benefit We do not pay for loss or damage to Your electric motors and compressors that are more than 10 years old.

We pay up to \$2,000 for any one item damaged, to the greater of \$5,000 or the amount shown on the Certificate of Insurance for all damage arising out of the one event. These limits do not apply if the damage was directly or indirectly caused by fire, lightning, earthquake, Storm, explosion, burglary, theft, vandalism or impact by a vehicle or aircraft and the evidence of such damage can be clearly seen.

You will be required to pay an excess of \$250 for damage to the electrical components of each item damaged up to a maximum of \$500 for all claims under this additional benefit.

## Section 8: Inflation protection

We may automatically increase the sum insured shown on the Certificate of Insurance for 'Building' having regard to data in the Cordell Cost Guides when We:

- apply the sum insured relevant to a claim for a Total Loss; and
- offer renewal terms. We will base the renewal premium on any increased sum insured.

We will automatically increase the sum insured shown on the Certificate of Insurance for 'Contents' on the following basis:

- if there is a Total Loss, We multiply the proportion of the sum insured which the expired term of the Period of Insurance bears to 365 days by 4%
- when We offer renewal terms, We automatically increase the sum insured shown for 'Contents' by 4% if the Period of Insurance is for 365 days. Where Your policy is for less than 365 days, We only increase the sum insured every 365th day You are insured with Us under this policy or a renewed policy. We will base the renewal premium on the increased sum insured.

## Section 9: Optional benefits

### Damage caused by Tenants

If:

- 'Damage caused by Tenants' is shown on the Certificate of

Insurance; and

- the Lease states the period of the Lease, the Rent and a Bond,

We will deal with Your claim under this policy as if General exclusion '3 deliberate acts' does not exclude deliberately or wilfully caused Damage to Property or theft of property by:

- a Tenant or anyone living with a Tenant
- anyone invited into the Domestic Building by a Tenant or anyone living with a Tenant
- anyone acting with the Tenant's express or implied consent.

### What We pay for this benefit

We will pay You up to the relevant Building sum insured or Contents sum insured under this optional benefit, subject to the following:

- for a claim for loss or damage to Your Building, the basis of settlement of a claim is set out in 'Section 3: What We do if Your Building is damaged or destroyed'
- for a claim for loss or damage to Your Contents, the basis of settlement of a claim is set out in 'Section 4: What We do if Contents or Specified Contents are damaged, destroyed or stolen'
- any payment We make for a claim under this optional benefit will be reduced by:
  - the amount of the Bond that is remaining after deducting Allowable Rerletting Expenses You are legally entitled to receive from the Bond; and
  - the excess specified for this optional benefit on the Certificate of Insurance; and
- You and Your Professional Manager using all reasonable means to minimise any loss or damage.

The 'Damage caused by Tenants' excess applies to all Your claims for loss or damage by a Tenant, by anyone living with the Tenant or by anyone invited by the Tenant to the Domestic Building. It applies to each event giving rise to a claim. This excess is shown on the Certificate of Insurance and is payable instead of the standard excess.

### Damage caused by Employees

If:

- 'Damage caused by Employees' is shown on the Certificate of Insurance; and

- a permanent Employee is living in the Domestic Building pursuant to their employment contract with You,

We will deal with Your claim under this policy as if General exclusion '3 deliberate acts' does not exclude deliberately or wilfully caused Damage to Property or theft of property by:

- the Employee or anyone living with the Employee
- anyone invited into the Domestic Building by the Employee or anyone living with the Employee
- anyone acting with the Employee's express or implied consent.

### What We pay for this benefit

We will pay You up to the amount shown on the Certificate of Insurance for Building and Contents, subject to the following:

- for a claim for loss or damage to Your Building, the basis of settlement of a claim is set out in 'Section 3: What We do if Your Building is damaged or destroyed'
- for a claim for loss or damage to Your Contents, the basis of settlement of a claim is set out in 'Section 4: What We do if Contents or Specified Contents are damaged, destroyed or stolen'
- You and Your Professional Manager using all reasonable means to minimise any loss or damage.

The amount We pay for this optional benefit is reduced by the excess shown on the Certificate of Insurance for this benefit.

The 'Damage caused by Employees' excess applies to all Your claims for loss or damage by an Employee, by anyone living with the Employee or by anyone invited by the Employee to the Domestic Building. It applies to each event giving rise to a claim. This excess is shown on the Certificate of Insurance and is payable instead of the standard excess.

### Damage caused by Tenant's Pets

If 'Damage caused by Tenants' and 'Damage caused by Tenant's Pets' is shown on the Certificate of Insurance, We will deal with Your claim under this policy as if:

- '1 loss or damage directly caused by' under the heading 'What is not insured for Defined Events' on page 17 and 18 of this Plan; and
- '2 loss or damage directly caused



by' under the heading 'What is not insured for Accidental damage' on page 19 of this Plan,

do not exclude Damage to Property caused by a Pet belonging to:

- the Tenant or anyone living with the Tenant
- anyone invited into the Domestic Building by the Tenant or anyone living with the Tenant.

We pay up to the greater of \$2,000 or the amount shown on the Certificate of Insurance for this optional benefit for all Damage to Property caused by a Pet that occurs during the Period of Insurance.

The 'Damage caused by Tenant's Pets' excess applies to all Your claims for loss or damage by a Pet. It applies to each event giving rise to a claim. This excess is shown on the Certificate of Insurance and is payable instead of the standard excess.

### Damage caused by Employee's Pets

If:

- 'Damage caused by Employees' and 'Damage caused by Employee's Pets' is shown on the Certificate of Insurance; and
- a permanent Employee is living in the Domestic Building pursuant to their employment contract with You,

We will deal with Your claim under this policy as if:

- '1 loss or damage directly caused by' under the heading 'What is not insured for Defined Events' on page 17 and 18 of this Plan; and
- '2 loss or damage directly caused by' under the heading 'What is not insured for Accidental damage' on page 19 of this Plan,

do not exclude Damage to Property caused by a Pet belonging to:

- the Employee or anyone living with the Employee
- anyone invited into the Domestic Building by the Employee or anyone living with the Employee.

We pay up to the greater of \$2,000 or the amount shown on the Certificate of Insurance for this optional benefit for all Damage to Property caused by a Pet that occurs during the Period of Insurance.

The 'Damage caused by Employee's Pet' excess applies to all Your claims

for loss or damage by a Pet. It applies to each event giving rise to a claim. This excess is shown on the Certificate of Insurance and is payable instead of the standard excess.

### Tenants Rent default cover

If:

- 'Tenants rent default' is shown on the Certificate of Insurance; and
- either:
  - the Tenant is not in arrears of Rent on the date the Period of Insurance or this benefit commences to run; or
  - if Your Tenant is in arrears of Rent on the date the Period of Insurance or this benefit commences to run, the Tenant has paid all arrears of Rent and Rent payments under the rental agreement for at least four consecutive weeks,

We will insure You for Rent default that started during the Period of Insurance under this optional benefit if:

- Your Tenant vacates the Landlord's Premises without notice before the expiration date of the Lease leaving unpaid Rent
- Your Tenant defaults in paying Rent owed under the terms of the Lease to You or Your Professional Manager and a court/tribunal order for the termination of the Lease has been issued
- Your Tenant is issued with a termination notice by You or Your Professional Manager and the Tenant has been legally evicted from the Landlord's Premises for non-payment of Rent or any other breach of the Lease
- Your Tenant has refused to pay Rent and resisted all reasonable and appropriate attempts by You to gain vacant possession of the Landlord's Premises including following due service of notice of termination and a court's or a tribunal's order for possession of the Landlord's Premises.

You are only entitled to claim this optional benefit if You and Your Professional Manager (if You have one) strictly abide by the laws of the State or Territory in which the Landlord's Premises are located relating to:

- recovering rent payable under a lease
- cancelling, ending or terminating a

lease.

The 'Tenant rent default' excess for this optional benefit is shown on the Certificate of Insurance and is payable instead of the standard excess. It applies to all claims for Tenant Rent default arising out of the one event of loss or damage.

### What is not insured

This optional benefit does not insure You against any part of any Rent default which occurs after the earliest of:

- the date the Lease expires or You could legally cancel or terminate the Lease
- the date You agree with the Tenant (orally, in writing or by conduct) to terminate or end the Lease
- the date another Tenant commences to lease any part of the area rented by the Tenant in Rent default
- the date another Tenant would have commenced to lease the area rented by the Tenant in Rent default if You or Your Professional Manager had made immediate and all reasonable efforts to re-lease the area rented by the Tenant in Rent default as soon as the Rent default started
- the date a court, tribunal or other body makes any orders resulting from proceedings commenced by a Tenant in relation to or arising out of termination of the Lease
- 2 weeks after the date the Tenant vacates the Domestic Building in accordance with a Notice to Leave served on the Tenant.

### What We pay for this benefit

We pay up to the lesser of 15 times the weekly Rent payable by the Tenant or the amount shown on the Certificate of Insurance for 'Maximum weekly rent' for all Rent default that starts during the Period of Insurance.

The amount We pay for this optional benefit is reduced by:

- the excess shown on the Certificate of Insurance for this benefit; and
- the Bond less Allowable Reletting Expenses; and
- the value of the Rent referable to the period during which You did not take reasonable steps to:
  - make the area rented by the Tenant in Rent default habitable;

- ensure that a breach notice or a termination of Lease notice for Rent default or breach of the Lease was issued to the Tenant by You or Your Professional Manager.

### **Additional benefits**

#### *Bailiff/sheriff fees*

If We have paid or agreed to pay a claim for Tenants Rent default under this optional benefit section, We will pay up to \$300 per claim for the services of a bailiff/sheriff if they are required for the purposes of evicting Your Tenant.

Under this benefit We will not pay costs incurred in relation to any:

- court or tribunal filing fees; or
- lodgement or application fees.

#### *Death of the Tenant*

Where there is only one Tenant named on the Lease, and that Tenant dies during the Period of Insurance We will pay You the weekly Rent payable under the Lease from the date that You received the last Rent payment from the Tenant or from the Tenant's estate. We will pay the lesser of:

- 15 weeks Rent; or
- the sum insured shown on the Certificate of Insurance for this cover.

Cover under this death of the Tenant benefit will cease at the earlier of:

- the date when the Landlord's Premises is re-tenanted
- the date the Lease expires.

Any amount We pay You under this death of the Tenant benefit will be reduced by:

- the amount of the Tenant's Bond after deduction of any Allowable Reletting Expenses; and
- the excess specified on the Certificate of Insurance for this benefit.

You only have cover under this death of the Tenant benefit if:

- the Lease states the term of the rental period, the amount of Rent payable to You and the amount of the Bond the Tenant is required to pay; and
- You or Your Professional Manager take all reasonable steps to ensure that the Building is re-let as soon as possible following the death of the Tenant.

If You do not take reasonable steps to re-let the Building then We will reduce the amount payable for any claim under this death of the Tenant benefit by the amount We determine results from Your failure to take reasonable steps to re-let the Building.

#### *Legal expenses*

We will pay reasonable legal expenses incurred by You in pursuing or defending proceedings relating directly to:

- the legal eviction of a Tenant that lives in the Domestic Building during the Period of Insurance
- the recovery of any amount from the Tenant for damage caused by the Tenant to the Landlord's Premises during the Period of Insurance
- the recovery of any Rent from the Tenant that became due and owing to You during the Period of Insurance.

Under this benefit to the Tenants Rent default optional benefit We will pay up to \$5,000 for any one claim. If We pay a claim under this benefit You will be required to pay the 'Tenant rent default' excess specified on the Certificate of Insurance.

You only have cover under this reasonable legal expenses benefit if:

- the Lease states the term of the rental period, the amount of Rent payable to You and the amount of the Bond the Tenant is required to pay; and
- We have agreed to cover the legal expenses before they are incurred; and
- there are, in Our opinion, reasonable prospects of determination of the proceedings in Your favour; and
- You authorise Your lawyer to provide Us with any information or documents that We request in relation to the proceedings; and
- You and Your lawyer take all necessary and reasonable steps to minimise any delays and the amount of any costs incurred or likely to be incurred in connection with any proceedings; and
- You and Your Professional Manager have utilised all reasonable means to avoid loss and the issuing of proceedings including, but not limited to, serving on any Tenant a breach notice for non-payment of

Rent or breach of the terms of the Lease or a notice of termination for non-payment of Rent.

We are entitled to stop paying legal expenses under this legal expenses benefit if:

- You unreasonably refuse to comply with a request of any court, tribunal or body determining the proceedings, for information or the production of a document
- We consider further expenditure of legal expenses has no reasonable prospects of:
  - the proceedings being determined in Your favour
  - You achieving a more favourable outcome by final determination of the proceedings than any offer made to You in the course of the proceedings.

#### *Removal of goods*

If We have paid or agreed to pay a claim for Tenants Rent default under this optional benefit and the Tenant has vacated the Landlord's Premises leaving their possessions at the Landlord's Premises, under this benefit We will pay up to \$500 per claim for reasonable costs in excess of the Tenant's Bond for the removal and/or storage of the Tenant's possessions for any period of time such possessions are required to be stored under relevant State legislation.

#### *Replacement of locks*

If We have paid or agreed to pay a claim for Tenants Rent default under this optional benefit and the Tenant has not returned the keys for the Building, then under this replacement of locks benefit We will pay up to \$250 per claim for the reasonable costs You incur in excess of the Tenant's Bond to replace locks at the Landlord's Premises following the successful eviction of a Tenant.

### **Loss of Rent**

If:

- 'Loss of Rent' is shown on the Certificate of Insurance; and
- We have paid or agreed to pay a claim under this policy for physical loss or physical damage to the Domestic Building; and
- either:
  - the Tenant is not in arrears of Rent on the date the Period of Insurance or this benefit commences to run; or

- if Your Tenant is in arrears of Rent on the date the Period of Insurance or this benefit commences to run, the Tenant has paid all arrears of Rent and Rent payments under the rental agreement for at least four consecutive weeks; and
- a) the Domestic Building is uninhabitable as a consequence of that loss or damage, We pay You the amount of weekly Rent You lose because the Domestic Building is uninhabitable, from the date it becomes uninhabitable as a consequence of that loss or damage until the date on which it becomes habitable or on which You could reasonably have made it habitable, on the following basis:
- if the Domestic Building was vacant at the time of the loss or damage, by reference to the lesser of the amount shown on the Certificate of Insurance for ‘Maximum weekly rent’ or the amount that, in Our opinion, the Domestic Building could reasonably have been rented out for each week had the loss or damage to the Domestic Building not occurred.
  - if the Domestic Building was tenanted at the time of the loss or damage, by reference to the lesser of the amount shown on the Certificate of Insurance for ‘Maximum weekly rent’ or the amount of weekly rent payable to You under the Lease immediately before the loss or damage.
- b) the Tenant or a prospective Tenant cannot gain access to the Domestic Building as a consequence of that loss or damage, We pay You the amount of weekly Rent You lose because the Tenant or a prospective Tenant cannot gain access to the Domestic Building, from the date on which the Tenant or a prospective Tenant cannot gain access to the Domestic Building as a consequence of that loss or damage until the date on which access is restored or You could reasonably have restored access, on the following basis:
- if the Domestic Building was vacant at the time of the loss or damage, by reference to the lesser of the amount shown on the Certificate of Insurance for

‘Maximum weekly rent’ or the amount that, in Our opinion, the Domestic Building could reasonably have been rented out for each week had the loss or damage to the Domestic Building not occurred, subject to Our being satisfied that You could have rented out the Domestic Building during that period

- if the Domestic Building was tenanted at the time of the loss or damage, or by reference to the lesser of the amount shown on the Certificate of Insurance for ‘Maximum weekly rent’ or the amount of weekly rent payable to You under the Lease immediately before the loss or damage.

This optional benefit does not insure You for Rent You lose after 12 months from the date the physical loss or physical damage occurred.

This optional benefit does not insure You against any part of any loss of Rent which occurs between the date on which You should have reasonably complied with a Tenant’s Notice to Remedy Breach and the date on which You complied with the Notice.

The ‘Loss of Rent’ excess for this optional benefit is shown on the Certificate of Insurance and is payable instead of the standard excess. It applies to all claims for loss of Rent arising out of the one event of loss or damage.

We will not provide cover under this optional benefit:

- for loss of Rent if the Rent is in arrears:
  - on or before the commencement of the Period of Insurance; or
  - when the loss of Rent option under this optional benefit commences, unless the Tenant has paid all Rent in arrears and Rent payments under the rental agreement for a minimum of four consecutive weeks.
- for loss of Rent if You have failed to rectify a Notice to Remedy Breach
- for any period after the Building becomes habitable or access to the Building is restored regardless of whether or not the Tenant resumes occupation of the Building or You re-let the Building

- if the Building is vacant at the time access to the Building is prevented or if the Building becomes uninhabitable, unless You can satisfy Us that there were reasonable prospects that the Building would have been tenanted but for the loss or damage preventing access or making the Building uninhabitable.

You and Your Professional Manager must take all reasonable steps to ensure that any loss or damage to the Building which renders the Building unfit for occupation or prevents access is repaired as soon as possible after it is discovered. If You do not take reasonable steps to repair any loss or damage to the Building, then We will reduce the amount payable for any claim under this optional benefit by the amount We determine is the result of Your failure to reasonably attend to repairs to the Building.

## Section 10: Special conditions

### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance then:

- if We pay an amount less than that sum insured for a claim for that item We will reinstate that sum insured unless We told You that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required and You did not pay the additional premium or did not accept any additional conditions that We required
- if We pay a claim for the entire amount of the sum insured for that item, the sum insured will not be reinstated.

*If We pay the entire sum insured for an item, We suggest You contact Us to discuss insuring any replacement item.*

### Sum insured for Contents

The sum insured shown for an item of Contents on the Certificate of Insurance is included in the total sum insured for all Contents.

### Domestic Building not occupied for 90 or more consecutive days

This policy does not insure You if at the time the loss or damage occurs the Domestic Building is unoccupied and has been so unoccupied for at least

90 consecutive days before the loss or damage, unless You:

- tell Us before the 90 days begin and We agree to continue to insure the Building or Contents; and
- ensure that all gates, doors and windows are left securely locked.

### Building no longer Professionally Managed

If Your application for insurance relating to this policy records that the Building is Professionally Managed, We will not pay for any loss or damage to the Building or Contents if it is not Professionally Managed at the time of the loss or damage unless, before the loss or damage occurred, You:

- told us the Building was no longer, or was no longer going to be, Professionally Managed; and
- You have paid any additional premium We have asked for, and complied with any additional terms We have imposed for cover to apply.

### Total Loss

If We pay a claim for a Total Loss:

- of the Building, cover for the Building will cease
- of an item or items of Contents, cover will cease for that item or those items of Contents
- You will not be entitled to any refund of premium.

### Excesses

#### Named Cyclone excess

For all claims for loss or damage occurring within 72 hours of, and as a result of, a named cyclone, then only the 'Named Cyclone Excess' will be applied. The amount of the 'Named Cyclone Excess' applicable to such claims is shown on the Certificate of Insurance.

#### Standard excess

The standard excess is payable for all claims arising out of the one event. The amount of it is shown as 'Excesses' on the Certificate of Insurance.

## What Contents means:

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
carpets, internal blinds, curtains and other window coverings, 1 less than 10 years old 2 10 or more years old	while in the Domestic Building except where insured as the Building under this policy	1 Retail Cost as New 2 Retail Cost as New less a reasonable amount for wear, tear and depreciation  For 1 and 2 We pay only for that part of the item in the room or rooms where the damage occurred
Fixtures and domestic structural improvements inside a company title, strata, community, stratum or similarly titled unit or lot that are not insured by the body corporate	while in the Domestic Building	Retail Cost as New
Fine art, paintings, antiques and curios and other genuine works of art	while in the Domestic Building	Value of the item, set or collection at the date of loss or damage up to \$1,000 for any one item, set or collection unless the item, set or collection is shown as Specified Contents on the Certificate of Insurance. For unspecified items We will pay up to a maximum of 5% of the Contents sum insured for all such items in any one claim
Furniture and household goods that are not built-in that You have provided for use by the Tenant	while within the boundary of the Landlord's Premises	Retail Cost as New less a reasonable amount for wear, tear and depreciation
Portable swimming pools and portable spas	while within the boundary of the Landlord's Premises	Retail Cost as New less a reasonable amount for wear, tear and depreciation
Specified Contents shown on Your Certificate of Insurance	while in the Domestic Building	We will pay up to the sum insured shown on the Certificate of Insurance for the item or set

*Note: If an item can be classified under more than one section in the table above, it shall be treated as coming within that group of items for which the lowest maximum limit applies. For example, while an antique chest of drawers may be considered an item of furniture as well as an antique, the antique maximum limit would apply if the \$1,000 specified maximum limit for an antique item is lower than the Contents sum insured.*

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to the words We use in this Plan'.

**Building** means the Domestic Building occupied by a Tenant under a Lease or an Employee and includes, except when located on Common Property:

- all domestic outbuildings including garages, carports, sheds, boat sheds, private boat ramps, domestic jetties and pontoons
- all domestic fixtures and fittings and structural improvements, including:
  - in-ground swimming pools
  - fixed spas and saunas
  - solar panels
  - fixed water tanks
  - fixed appliances
  - paving, paths and driveways
  - walls (including retaining walls)
  - gates and fences
  - masts, aerials and satellite dishes
  - clothes lines
- a tennis court, but not a grass tennis court
- external blinds and awnings
- fixed coverings to walls, floors and ceilings, but not carpets, internal blinds, curtains and other window coverings unless the Domestic Building is leased on an unfurnished basis
- pergolas, patios, verandahs, decking and gazebos
- services (whether underground or not), including communication installations, electricity and water.

Your **Building** may be used for limited Business purposes if You have told Us about it, We have agreed to insure it and We have shown it on the Certificate of Insurance but not if that Business purpose is:

- a boarding house, hotel or motel; or
- farming activities, whether for profit or not (including stables, machinery sheds, boundary and internal fences).

**Building** does not include:

- fixtures and other domestic structural improvements that form part of a company title strata, community, stratum or similarly titled unit or lot that are insured by the body corporate as required by law
- any new building under construction
- houseboats, caravans, motorised vehicles and portable buildings (whether fixed or unfixed)
- keys to doors or window locks and the combination of safes.

**Cracking** means to break without complete separation of parts.

**Retail Cost as New** means what it would cost to buy a new item of a similar make and model at the time of the loss or damage.

**Tax Audit** means the conduct of a taxation or superannuation audit or an in depth investigation by the Australian Taxation Office of Your liability as the owner of the Building to pay designated tax including the amount of such tax.

**Total Loss** means where We regard insured property as a total loss and as a consequence decide to pay You the lesser of:

- the cost to replace or reinstate the insured property; or
- the full sum insured for the insured property.

# Landlord legal liability policy

*You only have this policy if the risk 'Landlord Legal Liability' is shown on the Certificate of Insurance.*

*The General conditions on page 9 and the General exclusions on pages 10 and 11 apply to this policy. The General definitions on pages 12 to 14 apply to words used in this policy.*

<b>What You are insured against</b>	<b>29</b>
<b>What is not insured</b>	<b>29</b>
<b>What We pay</b>	<b>29</b>

## What You are insured against

This policy insures You against Your legal liability to pay compensation for Personal Injury or Damage to Property which arises directly out of Your ownership of:

- the Building, if 'Building' is shown on the Certificate of Insurance; or
- Contents, if 'Contents' is shown on the Certificate of Insurance; or
- the Building or Contents, if 'Building' and 'Contents' are shown on the Certificate of Insurance.

You only have this insurance if the Personal Injury or Damage to Property:

- happens at the Landlord's Premises during the Period of Insurance; and
- is directly caused by an Occurrence.

## What is not insured

This policy does not insure You against any liability:

- 1 as a director or officer of a company or other body.**
- 2 that arises pursuant to or in connection with an agreement to the extent that in that agreement You take on a legal liability which You would not have had if that agreement had not been made.**
- 3 for Personal Injury:**
  - to You or a member of Your Family or any person who lives with You or a member of Your Family
  - if You or a member of Your Family is required by law to have compulsory third party insurance against that liability or where a statutory accident compensation scheme governs that liability in Your State or Territory or You are required by law to have insurance against that liability under another policy of insurance
  - to an Employee if the Personal Injury arises out of or in the course of their employment
  - to an Employee if You are required by law to have insurance for that liability under any workers' compensation legislation or similar laws.
- 4 for loss of or damage to property:**
  - belonging to You or a member of Your Family

- in Your physical or legal possession, custody or control or that of a member of Your Family.
- 5 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of**
    - the ownership or occupation or running of a boarding house
    - an alteration, addition or repair to Your Building which is in progress if the contract value (inclusive of labour, materials and all taxes including GST specified in the contract and any agreed variations to the contract) for the alteration, addition or repair is more than \$50,000
    - vibration or interference with the support of other land, buildings or other property
    - the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater)
    - the business or occupation of You or a member of Your Family other than the business of leasing the Building
    - You or a member of Your Family, alone or with another or others, carrying on an activity for reward, other than the business of leasing the Building unless:
      - You have insured Contents with Us under Our Landlord building and contents policy; and
      - the activity for reward is shown on the Certificate of Insurance
    - a hobby farm
    - a product You or a member of Your Family manufacture, import, or handle for payment
    - You or a member of Your Family supplying, or allowing to be consumed, alcohol, drugs or any harmful substance, the supply or consumption of which causes, contributes to or gives rise to any claim
    - the use of a lift, elevator or inclinor
    - the ownership, operation, maintenance or use of:
      - a vehicle or its attached accessories
      - a boat or jet ski
      - an aircraft, an aircraft landing area or an aerial device
      - watercraft
      - a conveyance designed to travel on an air-cushion over surface of land or sea
  - 6 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:**
    - an infectious disease which is defined as Highly Pathogenic Avian Influenza or any strain or mutant variation of it; or
    - a disease declared to be a 'quarantinable disease' under the *Quarantine Act 1908* (Cth) and subsequent amendments or any 'listed human disease' under the *Biosecurity Act 2015* (Cth) including any subsequent amendments or replacement thereof or any equivalent legislation; or
    - Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD).
  - 7 for defamation.**
- We did not insure at the time the Personal Injury or Damage to Property occurred.

## What We pay

All events and all events of a series of related events consequent upon or attributable to one source or original cause will be regarded as one Occurrence.

We will pay up to the 'Legal liability limit of indemnity' shown on the Certificate of Insurance for liability arising out of any one Occurrence or series of Occurrences. This includes Legal Costs You incur with Our consent.

This limit is the total amount We pay under this policy and any other policies We issue to You in this Plan even though You may be able to claim under those policies.

# Domestic workers policy

(WA only)

*This policy insures You against Your legal liability to a Domestic Worker.*

*You only have this policy if the risk 'Domestic workers' is shown on the Certificate of Insurance.*

*The General conditions on page 9 and the General exclusions on page 10 and 11 apply to this policy. The General definitions on pages 12 to 14 apply to words used in this policy.*

<b>What You are insured against</b>	<b>31</b>
<b>What is not insured</b>	<b>31</b>
<b>What We pay</b>	<b>31</b>
<b>Special definitions of words used in this policy</b>	<b>31</b>



## What You are insured against

This policy insures You against Your legal liability to pay a Domestic Worker:

- workers' compensation benefits pursuant to the *Workers' Compensation and Injury Management Act 1981 (WA)*; and
- common law damages for negligence,

for an Injury that occurs during the Period of Insurance.

This policy only insures You against Your legal liability to pay common law damages if the Domestic Worker is entitled to workers' compensation benefits from You for the same Injury.

## What is not insured

This policy does not insure You against Your legal liability:

- for common law damages if You are required by law to be insured against that liability under another policy of insurance; or
- to a worker employed by You in Your Business.

*If You employ a worker in Your own Business, We suggest You speak to Us about taking out an 'Employers' Indemnity policy' to insure You against Your liability to that worker for workers' compensation benefits and common law damages.*

## What We pay

We pay up to \$50,000,000 for Your legal liability to any one or more Domestic Workers arising out of the one event or series of events. This includes Legal Costs in defending an action by a Domestic Worker against You which You incur with Our written consent.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to the words We use in this Plan'.

**Domestic Worker** means a person employed by You as defined under the *Workers' Compensation and Injury Management Act 1981 (WA)*, to do domestic work at and from the Landlord's Premises but only if the Landlord's Premises are located in Western Australia.

**Injury** means an injury as defined by the *Workers' Compensation and Injury Management Act 1981 (WA)*.

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## Contact Us

Call **1300 934 934** for your local office.  
**wfi.com.au**



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