

# Landlords Insurance

Product Disclosure Statement

Issue date:  
1st September 2021



# Welcome to Real Insurance

## Product Disclosure Statement (PDS)

This document contains details of your cover (your policy), your responsibilities, the claims process and how and when to get in touch with us.

This PDS uses words that have special meaning. For the definition of these words, refer to pages 63–66.

When we agree to enter into your policy, we will issue you with a Certificate of Insurance.

Your Certificate of Insurance gives you specific, detailed information about your policy cover and may vary the standard terms and conditions of this PDS depending on your specific circumstances.

Carefully read this PDS and your Certificate of Insurance together to understand the cover, your obligations and to compare and consider whether this product is right for you.

By entering into your policy, you confirm that you have read or will read this PDS and your Certificate of Insurance when provided to you.

Keep these documents in a safe place for future reference.

It is very important that you comply with:

- 'Your duty to answer honestly' (see pages 33–34); and
- the terms and conditions of your policy.

If you do not, we may refuse to pay your claim or reduce the amount we pay you. By law, we may also in some circumstances cancel your policy.

This PDS was prepared on 1 September 2021.

Real Insurance is a trading name of Greenstone Financial Services Pty Ltd  
ABN 53 128 692 884, AFSL 343079, 50 Norwest Boulevard, Norwest NSW  
2153, Australia.

## Who we are and what we do

This insurance is issued by The Hollard Insurance Company Pty Ltd, ABN 78 090 584 473 Australian Financial Services Licence (AFSL) 241436, of Level 12, 465 Victoria Ave, Chatswood NSW 2067.

Hollard is responsible for this PDS, policy issuance and the assessment and payment of claims. In this wording 'we', 'us', or 'our' relates to Hollard.

This insurance is distributed and promoted by Greenstone Financial Services Pty Ltd, ABN 53 128 692 884, AFSL 343079, of 50 Norwest Blvd, Norwest NSW 2153, trading as Real Insurance. Real Insurance operates under an arrangement with Hollard that allows Real Insurance to issue certain general insurance products on behalf of Hollard.

Hollard may appoint other Authorised Representatives including CCI South Africa (Pty) Ltd (CCI) AR No. 420391, 82 Wessels Street, Rivonia, Johannesburg, South Africa to provide some financial services, including providing general advice, arranging the insurance issue, handling of certain claims and cancelling the insurance on our behalf in relation to this product.

CCI's Financial Services Guide is available at **[hollard.com.au/CCI-FSG](http://hollard.com.au/CCI-FSG)** or call **13 19 48** to request a printed copy to be sent to you at no cost. You agree to receive and access their Financial Services Guide.

It is important to note that any advice that we or our agents such as CCI may provide is general only and does not take into account your individual circumstances. You will need to read this PDS and any other relevant policy documentation to determine if this product is right for you.

We, Real Insurance and CCI do not act on your behalf in providing these services. If you require personal advice, you need to obtain the services of a suitably qualified adviser.

## 14 day cooling off period

If you decide that this policy is not for you and you have not made a claim, or an event has not occurred that could give rise to a claim on this policy, you may cancel this policy within 14 days of it starting (this also applies to each renewal).

If you cancel within the cooling off period, we will refund any premiums you have paid for the policy less any government levies, taxes or duties that we cannot recover. Even after this cooling off period ends, you still have cancellation rights – see page 56.

## Who is this product for?

This product is designed for owners of residential rental properties that are tenanted (or expected to be tenanted) under a rental agreement of at least three months in duration.

It can cover:

- the building (unless it is a strata property); and/or
- the contents owned and provided by you specifically for the use of your tenants,

against loss or damage caused by fire and explosion; malicious damage; theft; storm, rainwater and flood; accidental glass breakage; lightning; earthquake, tsunami and volcanic eruption; riot, civil commotion or industrial unrest; impact; and escape of liquid.

It also provides up to \$20 million of cover for liability to pay compensation to others as a result of an accident caused by your negligence that:

- (if you have building cover) arises from your ownership of your building and its land; and/or
- (if you have contents cover) arises out of or in relation to your insured contents.

If your building is insured (or if the contents of your strata property are insured), we also cover loss of rent when the tenant cannot safely live at the property due to an insured event.

You can also apply for rent default cover, which is an optional cover for loss of unpaid rent payable under a written rental agreement by a tenant who has been evicted, leaves the property or is denied access to the property by a government authority.

This insurance is not suitable if the property is used for holiday letting, temporary sharing or house sitting arrangements. It is also unlikely to be suitable if the property is likely to be unoccupied for more than 60 days, if the property is not kept in good repair, if the property does not comply with local government and statutory requirements, or if it is under construction or major renovation. The property must be used primarily for domestic purposes.

Cover for loss or damage to your building or contents is limited to the relevant sum insured. It is important that you accurately estimate the cost of replacement for your building and/or its contents, to make sure you have adequate insurance.

Full details of the cover and applicable definitions, exclusions and limitations are set out in this PDS. You can view full details of our Target Market Determination by visiting **[realinsurance.com.au](https://realinsurance.com.au)**

This information does not take your personal circumstances into account. Even if you are in the target market and we offer the product to you, that does not mean that this product is in fact appropriate for you in your particular circumstances. No one knows your situation better than you, so before you make any decisions about this product, you should read this PDS to decide if this product is right for you.

# In this document

## **Cover explained ..... 7**

Insurance policies are all different, so make sure you know exactly what you are and are not covered for.

## **General exclusions ..... 28**

Learn more about what is covered and what is not. No insurance covers everything, so it is important to understand the exclusions of your policy.

## **Premiums explained ..... 32**

Understand what premiums are and how they are calculated.

## **Your responsibilities ..... 33**

There are things you need to do to make sure your policy stays current. The most obvious one is paying your premiums, but there are others too, and it is important that you know what they are.

## **Making a claim ..... 41**

If you need to make a claim, there are some specific steps you should take, and details you will need at hand, so it is good to understand how this process works.

## **When to contact us ..... 55**

You will find information about contacting us if you need to change your cover, renew or cancel your policy, or lodge a complaint.

## **Other important information ..... 58**

You will find more details about your policy, including definitions and how we protect your privacy.

# Cover explained

## Landlords Insurance

Real Insurance can provide building and/or contents insurance for landlord properties you own but do not live in. See pages 10–31 for further details on this cover.

To properly understand what you are covered for and the applicable terms and conditions you need to read this PDS (and any other documents that form part of your policy) in full as well as your Certificate of Insurance. Please note that if you wish to change your cover options during the period of insurance you need to contact us to request this.

## What is your 'building'?

This is the building as defined below which is located at the site listed in your Certificate of Insurance.

For the purpose of this insurance your 'building' is defined as a fully enclosed structure with walls and a roof used primarily for residential purposes that can be locked up. It includes any fixtures or building improvements at the site, secured outbuildings (such as a garage) and other domestic structural improvements on your site that comply with local government or other statutory requirements.

Your building insurance covers your building for the Insured events shown on pages 10–16.

Additional benefits included in your building cover are detailed on pages 20–24 of this PDS.

### **Your building does not include:**

- a new building while it is under construction;
- carpets, carpet tiles, floating floors, floor rugs, internal blinds or curtains (these are contents);
- temporary or mobile structures, including caravans and trailers;
- above-ground swimming pools or portable spas;
- items within the building that are not fixed;
- any wharf, jetty or pontoon;
- trees, shrubs, hedges or other plant life including lawns, artificial grass and landscaping; or
- property that a tenant is liable for under the terms of a rental agreement.

## What are your 'contents'?

Contents means the following property in the building that:

- belongs to you or for which you are legally responsible for;
- is provided by you specifically for the use of your tenant; and
- is one or more of the following items:
  - furniture, furnishings and household goods;
  - fixed carpets, carpet tiles, floating floors, curtains and internal blinds;
  - loose floor rugs (up to \$500 for each Insured event);
  - portable household electrical items; or
  - a free-standing swimming pool or spa that can be removed from the site.

### **Landlords contents does not include the following items:**

- clothing, personal effects, mobile phones, computers, jewellery, works of art, antiques, gold, silver, cash or collections of any kind;
- unset precious and semi-precious stones;
- negotiable instruments and other documents that can be cashed (including coupons and gift cards);
- battery powered items such as radios, cassette or compact disc players, laptop computers, pocket computers, electronic diaries, video recorders, video cameras or photographic equipment;
- building materials;
- items belonging to you or any other person, which are being stored at the site; or
- trees, shrubs, hedges or other plant life including lawns, artificial grass and landscaping.

# All about the cover

## Insured events

Your Real Landlords Insurance policy covers your building and/or contents when the loss or damage is caused by one of the following Insured events during the period of insurance. The cover is subject to the terms and conditions including limits and excess(es) in the policy.

We outline below what is covered and what is not covered under the Insured events. In addition, there are policy 'General exclusions' on pages 28–31 which may apply.

Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by	You are not covered for
<p><b>Fire</b> (where there is a flame, including bushfire) <b>and explosion</b></p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• to a heat-resistant item such as a cooking appliance, dryer, heater or iron if it ignites;</li> <li>• caused by any process involving the application of heat where there is no flame, including cigarette burn marks and scorch marks caused by an iron or radiator; or</li> <li>• caused by the ignition of any mineral spirit or dangerously flammable substance brought onto or kept at your site in quantities which are in breach of any statutory regulations.</li> </ul>

Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by	You are not covered for
<b>Malicious damage</b> (including vandalism)	Loss or damage caused by: <ul style="list-style-type: none"> <li>• your tenant; and/or</li> <li>• someone who enters your building or site with your or your tenant’s consent, except to the extent that you are covered under the Additional benefit for ‘Malicious acts and theft by tenants’.</li> </ul>
<b>Theft</b>	Theft: <ul style="list-style-type: none"> <li>• from a multi-residency site where the theft occurred from any common property, common or public area or unenclosed individual car park or car space;</li> <li>• by your tenant; and/or</li> <li>• by someone who enters your building or site with your or your tenant’s consent, except to the extent you are covered under the Additional benefit for ‘Malicious acts and theft by tenants’.</li> </ul>
<b>Storm, rainwater and flood</b>	Loss or damage: <ul style="list-style-type: none"> <li>• to plants, trees, artificial grass and lawns;</li> <li>• to swimming pool covers, spa covers or plastic or vinyl swimming pool liners;</li> <li>• to retaining and/or freestanding outdoor walls;</li> <li>• to fences and gates that are not structurally sound or well maintained;</li> <li>• to loose surfaces of paths and driveways;</li> </ul>

## Insured events... continued

Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by	You are not covered for
<p><b>Storm, rainwater and flood</b> – continued</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• involving cracking to paths, driveways or any outdoor surfaces;</li> <li>• to a sporting surface or court;</li> <li>• to external shade cloth and/or shade sails, unless professionally installed and less than 5 years old;</li> <li>• caused by water entering your building due to building alterations, renovations or additions;</li> <li>• caused by water that has seeped or percolated into your building;</li> <li>• caused by gradual deterioration due to rainwater;</li> <li>• caused to external paintwork if that is the only damage to that part of your building; or</li> <li>• from any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion which does not occur within 168 hours of the storm, rainwater or flood. This does not prevent a claim being made for loss or damage from earth movement or vibration which occurs after the first 168 hours, if the policy covers that as a separate Insured event.</li> </ul> <p>We also do not pay for the cost of cleaning or removing mud or debris out of swimming pools and spas and/or replacing the water.</p>

**Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by**

**Accidental glass breakage**

When your building is insured, we will cover the cost of replacing the following building-related items:

- window glass and other fixed glass; and
- shower screens, basins, baths and toilets.

When your contents are insured, we will cover the cost of replacing contents-related items such as mirrors and fixed glass in furniture.

We will also cover the cost of repairing or replacing the frame of the applicable window, door or shower screen if this is necessary to enable the glass to be replaced.

**You are not covered for**

Breakage of:

- any glass, unless the break extends through the entire thickness of the glass;
- the screen of a computer, television set or other type of visual display unit;
- glass vases, ornaments or hand-held mirrors;
- glass forming part of a stove top, cooking surface, heater or oven door; or
- glass in a glasshouse, greenhouse or conservatory.

We also do not pay for damage caused by the broken item.

## Insured events... continued

Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by	You are not covered for
<b>Lightning</b>	
<b>Earthquake, tsunami and volcanic eruption</b>	Subsequent damage sustained after the first 168 hours of the initial earthquake, provided that this does not prevent a claim being made for loss or damage sustained after the first 168 hours, if the policy covers that as a separate Insured event.
<b>Riot, civil commotion or industrial unrest</b>	Loss or damage sustained after the first 168 hours of any riot, civil commotion or industrial unrest, provided that this does not prevent a claim being made for loss or damage sustained after the first 168 hours, if the policy covers that as a separate Insured event.
<b>Impact</b> caused by a falling tree, tree branch, power or communication pole, a motor vehicle or trailer, an aircraft or watercraft, debris falling from space, or a satellite dish, television or radio aerial which breaks or collapses.	Loss or damage: <ul style="list-style-type: none"> <li>• caused by tree felling or tree lopping on the site; or</li> <li>• to driveways, paths, paving or underground services caused by a road vehicle, crane or earthmoving equipment.</li> </ul> We do not cover the cost of: <ul style="list-style-type: none"> <li>• removing or lopping trees which have fallen but not damaged your building; or</li> <li>• removing tree stumps.</li> </ul>

**Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by**

**Escape of liquid** that is sudden, unexpected, accidental and without warning that occurs at the site from any fixed pipe, fixed tank, waterbed, aquarium, household appliances or fixed item used to hold liquid.

If you do suffer loss or damage to your building or contents, you must take immediate action to prevent any further loss or damage.

You must report an escape of liquid to us as soon as you become aware of it. Any additional damage due to a failure to report the event may not be covered.

Note: We will pay up to \$500 to search for the unknown source of a leaking pipe but only if the water or liquid from the leaking pipe is causing damage to your building or contents.

**You are not covered for**

Loss or damage caused by:

- the gradual seepage of water or other liquids;
- a leaking or faulty shower recess or base;
- an inadequate drainage system;
- wear and tear, gradual deterioration;
- the escape of liquid occurring as a result of a gradual process of leaking, splashing, dripping or overflowing;
- the escape of liquid from any fixed item used to hold liquid due to overflowing as a result of a tap being left on;
- pipes designed to leak (such as an irrigation system);
- water or other liquids entering through an opening made for any building, renovation or repair work;
- any area of your building being repaired or renovated before we can inspect and find the cause of damage;
- a lack of routine maintenance as defined in the section 'Keep your building and contents in good condition and well maintained' (see page 39);
- any repair or maintenance of the item from which the liquid escapes; or
- the escape of liquids from a plant pot, vase, terrarium, beverage container, cooking pot, bucket, swimming pool, watering can or watering systems.

**Insured events... continued**

<b>Insured events – You are covered for loss or damage to your building or contents (as applicable) caused by</b>	<b>You are not covered for</b>
<b>Escape of liquid</b> – continued	We do not cover: <ul style="list-style-type: none"><li>• the cost to repair or replace the item from which the water leaked or escaped;</li><li>• the cost to replace any liquid that has escaped; or</li><li>• loss or damage to retaining and freestanding outdoor walls.</li></ul>

## Legal liability

We will cover you for legal liability to pay compensation as a result of an accident caused by your negligence, that occurs during the period of insurance, and causes death or bodily injury to another person or loss or damage to another person's property:

- If your building is insured, you are covered for your legal liability which arises from your ownership of your building and its land and occurs within the building or the site on which it stands.
- If your landlord's contents are insured, you are covered for your liability arising out of or in relation to your insured contents.

If your legal liability claim is covered, we will pay the costs of compensation awarded against you by an Australian court or a settlement agreed to by us. This cover includes reasonable legal fees and expenses incurred. Let us know if you expect to incur legal fees and expenses before doing so, so that we can inform you whether we agree these are reasonable.

The most we will pay for any event(s) arising directly or indirectly from the one original accident/event, source or cause is \$20 million in total under this and all other policies issued by us which cover you, including a separate contents insurance policy. This amount includes all legal costs and expenses incurred with our consent or which you have a legal liability to pay.

**We will not pay for legal liability that arises:**

- from the death or illness of, or bodily injury to, you or your family, or to your employees arising out of their employment by you;
- from loss or damage to any property that is owned or controlled by you, your family or your employees;
- from any alterations, repairs, renovation or additions to your building that cost more than \$50,000;
- because of vibration or interference with any land, building or property;
- due to any erosion, subsidence or landslide;
- from any animal kept at the site;
- from or that concerns asbestos (including any materials containing asbestos in any form or quantity);
- from tree roots;
- as a result of any actual, alleged or threatened contamination or pollution of any property, land, the atmosphere or any watercourse or body of water (including ground water) other than arising from an occurrence which is neither reasonably expected or intended by you and is a consequence of a sudden cause which takes place at a clearly identifiable time and place during the period of insurance;
- from the transmission of any disease;
- from the supply of any alcohol or drugs;
- from any claim where you or a third party with your knowledge have deliberately misled us;
- from participation in any professional sport;
- because you own or occupy any land or buildings other than the site listed in your Certificate of Insurance;

- because you own or are legally responsible for any wharf, jetty or pontoon;
- out of or in connection with any business, profession or occupation carried on by you, other than the renting or leasing out of the building at the site;
- out of your employment of any workers;
- in connection with the common property where the building is a strata title property;
- from negligent misstatement, advice or treatment;
- out of your ownership or use of motorised vehicles (except wheelchairs, golf buggies and lawn mowers), go-karts, caravans or trailers;
- out of your ownership or use of jet skis of any type or motorised watercraft or any other watercraft more than 3 metres in length, or aircraft including hang gliders and drones, aircraft landing areas or hovercraft;
- in respect of any penalties, fines, punitive, exemplary or aggravated damages for which you are liable;
- from actions brought against you in a court outside Australia or a court that applies law that is not Australian law;
- from any liability for which you or your family are required by law to hold an insurance policy; or
- from claims made against you because your body corporate failed to insure (or adequately insure) against property damage as required by relevant state or territory strata title or unit legislation.

# Additional benefits

## Building and/or contents benefits

If the claim for loss or damage due to an Insured event is covered under the policy, we will also provide the following Additional benefits where applicable.

Certain contents have fixed limits (see page 9).

In addition, there are policy 'General exclusions' on pages 28–31 and exclusions which may be included in your Certificate of Insurance issued to you which may apply.

### Removal of debris and fees

<b>We cover</b>	<p>When your building is insured, we will cover the reasonable and necessary costs of demolishing and removing any building debris and any architectural or council fees when loss or damage occurs.</p> <p>When your contents are insured, we will cover the reasonable and necessary costs of removing any contents debris when loss or damage occurs.</p> <p>This benefit is in addition to your building and/or contents sum insured.</p> <table border="1"><thead><tr><th data-bbox="292 1196 929 1247">Limit</th></tr></thead><tbody><tr><td data-bbox="292 1247 929 1297">\$10,000</td></tr></tbody></table>	Limit	\$10,000
Limit			
\$10,000			

## Malicious acts and theft by tenants

<b>We cover</b>	<p>We will pay for loss or damage caused by malicious acts and/or theft by your tenant, or their visitors or the children of those tenants or visitors.</p> <p>This benefit is included in your building and/or contents sum insured.</p> <p style="text-align: center;"><b>Limit</b></p> <p>The lesser of:</p> <ul style="list-style-type: none"><li>• \$35,000; or</li><li>• 20% of either the building sum insured for building claims or the contents sum insured for contents claims.</li></ul> <p>This limit will not apply to malicious acts which result in explosion, fire or impact.</p>
<b>You are not covered for</b>	<p>Damage resulting from poor housekeeping by your tenant or a member of their family or your tenant's invitees.</p> <p>The cost of cleaning, redecorating, painting or wallpapering unless:</p> <ul style="list-style-type: none"><li>• physical structural damage has occurred to the building; or</li><li>• the building has been damaged by graffiti, and this reasonably necessitates cleaning, redecorating, painting or wallpapering.</li></ul>

## Loss of rent following damage

<b>We cover</b>	<p>When your building is insured and a claim for loss or damage is covered under the policy, and your tenant can no longer safely reside in the building because of the loss or damage, we will pay the actual rent you lose while your building is being repaired or rebuilt.</p> <p>This benefit is in addition to your building sum insured.</p> <table border="1" data-bbox="291 694 930 928"><thead><tr><th data-bbox="291 694 930 744">Limit</th></tr></thead><tbody><tr><td data-bbox="291 744 930 928"><p>The lesser of:</p><ul style="list-style-type: none"><li>• 12 months rent; or</li><li>• 10% of your building sum insured; or</li><li>• the actual rent you lose.</li></ul></td></tr></tbody></table>	Limit	<p>The lesser of:</p> <ul style="list-style-type: none"><li>• 12 months rent; or</li><li>• 10% of your building sum insured; or</li><li>• the actual rent you lose.</li></ul>
Limit			
<p>The lesser of:</p> <ul style="list-style-type: none"><li>• 12 months rent; or</li><li>• 10% of your building sum insured; or</li><li>• the actual rent you lose.</li></ul>			
<b>You are not covered for</b>	<p>Loss of rent:</p> <ul style="list-style-type: none"><li>• beyond the period it should have reasonably taken to repair or rebuild your building. Any delays in the repair or rebuild that were outside of your control will be disregarded in determining what constitutes a reasonable claim period;</li><li>• if your building has not been tenanted for more than 60 consecutive days immediately before the loss or damage; or</li><li>• if you did not have a contract in place at the time of the claimed event for your building to be tenanted within the 30 days immediately following the date of loss or damage.</li></ul>		

## Contents in the open air at your site

<b>We cover</b>	<p>When your contents are insured and damaged or stolen due to an Insured event, we will pay to repair or replace any items kept outside your building, such as garden furniture and BBQs that are available for your tenant to use. Outside your building means any place at the site that is not fully enclosed by walls and a roof and is not able to be secured, such as a carport, a pergola or similar.</p> <p>This benefit is included in your contents sum insured.</p> <table border="1" data-bbox="291 799 930 853"><tr><td data-bbox="291 799 930 853"><b>Limit</b></td></tr></table> <p>Up to \$500 per claim.</p>	<b>Limit</b>
<b>Limit</b>		
<b>You are not covered for</b>	<p>Theft of:</p> <ul data-bbox="308 956 917 1229" style="list-style-type: none"><li>• photographic equipment, mobile phones, pagers, computers and any accessories for these items;</li><li>• cash, credit or debit cards and/or negotiable instruments including coupons or gift cards;</li><li>• travel or other tickets; or</li><li>• tools of trade, instruments and equipment.</li></ul>	

## Cover for strata title property owners

<b>We cover</b>	<p>When your contents are insured and you are the owner of the strata title property, we will also cover the following items, usually covered under a building policy:</p> <ul style="list-style-type: none"><li>• fixtures that are owned by you and are not insurable by the body corporate. This benefit is included in your contents sum insured; and</li><li>• loss of rent following damage to the building (this Additional benefit is in addition to your contents sum insured).</li></ul> <p>For loss of rent following damage, the terms and conditions applicable to this benefit under building cover will apply (see page 22).</p>
	<p style="text-align: center;"><b>Limits</b></p> <p>Loss of rent following damage limited to the lesser of:</p> <ul style="list-style-type: none"><li>• 12 months rent;</li><li>• 10% of your landlords contents sum insured; or</li><li>• the actual rent you lose.</li></ul>

# Optional benefits

You can apply to add the Optional benefits for an additional premium. However, some Optional benefits may not be available independently, and the provision of these Optional benefits are always subject to our underwriting appetite. Policy terms, conditions, limitations and exclusions apply. If applicable, these Optional benefits will be shown in your Certificate of Insurance.

In addition, there are policy 'General exclusions' on pages 28–31 and exclusions which may be included in the Certificate of Insurance issued to you which may apply.

## Electrical motor burnout

<b>We cover</b>	Electrical motor burnout is the fusion or burning out of the actual wiring of a domestic motor by an electrical current. When your building is insured, and you take the Electrical motor burnout cover benefit, we will pay for the cost of repairing or replacing any motor which forms part of your building. When your contents are insured, and you take the Electrical motor burnout cover benefit, we will pay for the cost of repairing or replacing any motor which forms part of your contents.
	<b>Limit</b> \$1,000 per claim for Electrical motor burnout.
<b>You are not covered for</b>	Loss or damage to: <ul style="list-style-type: none"><li>• fuses, switches, electrical contacts or protective devices;</li><li>• an electrical motor that is more than 10 years old, from the date of manufacture;</li><li>• motors under any form of warranty; or</li><li>• the cost of any part, such as (but not limited to) bearings, filters or dryers, which do not form part of an electrical motor, and were fitted during the repair or replacement of the motor.</li></ul>

## Rent default and legal expenses

<p><b>Who can purchase this Optional benefit?</b></p>	<p><b>Eligibility considerations for new policies:</b>          This benefit may be provided as an Optional benefit to your policy if this Optional benefit is consistent with our underwriting appetite at the time of purchase.</p> <p><b>Eligibility considerations for renewal policies:</b>          This benefit may be provided as an Optional benefit to your policy subject to the following considerations where:</p> <ul style="list-style-type: none"> <li>i) your expiring Certificate of Insurance specifies that this Optional benefit – Rent default and legal expenses is insured; and</li> <li>ii) the provision of this Optional benefit remains consistent with our underwriting appetite.</li> </ul>
<p><b>We cover</b></p>	<p>If your Certificate of Insurance shows that you are covered for this Optional benefit, we will pay for your loss of rent under a written rental agreement due to the occurrence of one or more of the following events:</p> <ul style="list-style-type: none"> <li>• your tenant leaves your building before the end of the rental period stated in the agreement and does not give you or your agent valid notice of termination, in accordance with the rental agreement or relevant regulatory guidelines;</li> <li>• your tenant does not pay rent owing under the agreement and leaves your building;</li> <li>• your tenant does not pay rent and is legally evicted from your building; or</li> <li>• your tenant is denied legal access to your building by a local, state or commonwealth authority.</li> </ul> <p>The most we will pay for your loss of rent arising out of these events is the lesser of up to six weeks of rent or \$2,500. We will only pay the weekly rental amount shown on the current written rental agreement. If a claim for loss of rent can be made under more than one of the events listed in this section, you may only claim under one of these Insured events.</p> <p>If the claim for loss of rent is covered under this policy we will also pay your legal expenses up to a maximum of \$1,000 for each claim. The cover for legal expenses is restricted to costs reasonably incurred to reduce a claim for loss of rent under this Optional benefit.</p>

**We cover...  
cont'd**

The Legal expenses benefit amount is included in the above limit and is not in addition to the above limit. Where the coverage limit for rent default is exhausted, no legal expenses benefit will be payable.

When we pay a claim for rent default and legal expenses, the claim will be reduced by the balance, if any, of any bond money remaining after deduction of allowable re-letting expenses and any other costs or expenses you are legally entitled to deduct from the bond money. At the time your tenant entered into the written rental agreement you must have collected the total amount of bond monies due under the terms of the rental agreement.

**Limits**

Up to the maximum of:

- six weeks of rent; or
- \$2,500, whichever is the lesser.

This benefit limit includes the associated legal expenses.

**You are not covered for**

- loss of rent if the tenant's rent payment is in arrears at the commencement date of this policy. This cover will not operate until the rent arrears has been paid and the tenant has paid usual rent for a period of not less than four weeks;
- loss of rent unless you have a written lease or rental agreement in place from the time your tenant takes up residence, which states:
  - the term of the rental period,
  - the amount of rent payable,
  - the amount of the bond that the tenant is required to pay;
- arrears that have accrued up to the time that your tenant departs the building if you or your agent fail to issue and/or act on breach notices as provided under the relevant Residential Tenancies Act applicable to your state or territory;
- legal expenses other than costs reasonably incurred to reduce a claim. Let us know if you expect to incur legal expenses before doing so, so that we can inform you whether we agree that they are reasonable; or
- any loss of rent or income from any short-term rental, holiday letting, temporary house-sharing or house-sitting arrangements.

# General exclusions

No insurance covers everything, so it is important to understand the exclusions of your policy. These exclusions apply to your chosen cover.

## What is not covered under your policy?

### Exclusions

The following General exclusions apply to all covers under your policy.

You are not covered for any loss or damage caused by or resulting from, or the costs incurred from or of:

- bushfire, storm, rainwater or flood which occurs within the first 72 hours of the date and time you first purchase this policy, or subsequently purchase it after any gap in cover, unless you transferred a building and/or contents insurance policy with equivalent cover to us from another insurance company without an interruption in cover. We will not cover any increase in sums insured for these events in the first 72 hours;
- your building being unoccupied for longer than 60 consecutive days. This exclusion will not apply to loss or damage caused by lightning or earthquake that occurs during the period of time in which the building is unoccupied;
- actions of the sea, including where these are a result of wind or atmospheric changes associated with a storm or high tides;
- gradual deterioration, including wear and tear, rust, corrosion, depreciation, fading or deterioration from exposure to light;
- highly pathogenic avian influenza, rabies, cholera, human diseases listed under the Biosecurity Act 2015 (Cth) (or any amendment, replacement, successor or delegated legislation), or any mutation of such disease, including any:

## **Exclusions... continued**

- fear or threat of such disease (whether actual or perceived);
- action taken by a competent public authority in controlling, preventing or suppressing such disease;
- cost or expense to clean-up, decontaminate, disinfect, remove, replace, monitor or test for any such diseases or any property insured under this policy that is affected by or suspected to be affected by such disease;
- mould or mildew, wet or dry rot, rising damp or dampness;
- inherent defects, structural faults, faulty workmanship or faulty design;
- failure to maintain the property in good repair;
- insects (including termites), birds, wildlife or vermin;
- scratching, chewing, tearing or soiling by any animal kept in your building or at the site;
- any earth movement or vibration including erosion, subsidence, landslide, mudslide, settling, collapse, earth shrinkage and expansion not directly caused by an earthquake, storm, rainwater or flood;
- tree roots;
- tree felling or tree lopping on the site;
- removing any tree stump from the ground or removing trees which have fallen but not damaged your building and/or contents;
- any deliberate action by you, or your agents or invitees, or other people who have entered the site with your consent (other than tenants and their visitors and their children);
- any process of cleaning involving the application of heat or the use of chemicals other than domestic household cleaners;

## **Exclusions... continued**

- any deliberate action by people living at the site, or other people who have entered your site with the consent of people living at the site, including visitors and tenants (this exclusion does not apply to loss or damage to the extent it is covered by the Additional benefit for 'Malicious acts and theft by tenants');
- corruption (whether by virus or other means) to any electronic data, files or software damaged or lost including any photographs and visual images stored electronically on any medium including computers and any costs associated with the reinstalling or replacing of the data, files or software that are corrupted, damaged or lost;
- unlicensed or unregistered computer software and illegally downloaded media and files;
- mechanical, electrical or electronic failure of an item, unless caused by one of the Insured events or unless you have elected and paid the premium for the cover provided under the Optional benefit for Electrical motor burnout (see page 25);
- power surge, unless directly caused by one of the Insured events;
- building work, including any extensions or renovations;
- damage to swimming pools, spas, septic tanks, water tanks (and other in ground structures or their surrounds) caused by hydrostatic pressure or hydrodynamic pressure;
- food spoilage;
- loss of or damage to firearms and/or knives which have a blade longer than five centimetres (other than kitchen knives in your building available for your tenant to use); or
- acts or omissions by you or someone with your consent, if the acts are unlawful or are intended to be done with reckless disregard for the consequences.

## **Exclusions... continued**

### **You are also not covered for**

- any loss or damage while the property is occupied by or rented to tenants under a short-term rental, or while the property is used for holiday letting, or temporary house-sharing or house-sitting arrangements that generate or are intended to generate an income;
- any loss of profit;
- compensation for distress, inconvenience or any other non-financial or consequential losses;
- any event or activity for which you or your family are required by law to hold an insurance policy;
- your liability under any contract, or if you have agreed to or accepted liability without our agreement first;
- loss, damage, liability or costs or expenses arising from or in any way connected with non-conformance with any commonwealth, state, territory or local government law;
- loss, damage, liability or costs or expenses arising from or in any way connected with the lawful seizure, confiscation, nationalisation or requisition of, or damage to, the insured property by a government, public, local or legal authority;
- loss, damage, liability or costs or expenses arising from or in any way connected with war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or by contamination or pollution by chemical, biological or nuclear agents which results from an act of terrorism; or
- direct or indirect exposure to radiation or contamination by radioactivity from any nuclear fuel, nuclear waste or nuclear material.

Other exclusions may be specified in your Certificate of Insurance.

# Premiums explained

## **What is your premium?**

Your premium is the amount of money you agree to pay us for your policy.

## **How much do I pay?**

When you apply and we agree to provide you with cover, or we renew your cover, we will advise you of the premium amount, which we will confirm in your Certificate of Insurance.

## **How do we calculate your premium?**

Your premium is calculated based on a number of criteria, such as:

- the cover you choose;
- the property and the site you want to insure;
- the limits and excesses that will apply; and
- your insurance history.

We will also look at other factors that increase or decrease the risk of a claim and factors that affect our business costs.

Minimum premiums apply which could reduce any discount you may be entitled to.

Your premium will also include amounts covering government charges, taxes or levies we are responsible for, such as GST and Stamp Duty. This information will be shown in your Certificate of Insurance.

# Your responsibilities

## **Paying your premium**

You need to make sure your premium payment(s) are up to date. If they are not, we may cancel your policy in accordance with the law. We may also refuse to renew your policy.

If any premium instalment remains unpaid for 14 days or more, we may also refuse to pay a claim.

It is important that you contact us if your bank or credit card details change.

In the event of a total loss claim and where you pay your premium by instalments, we will deduct any unpaid premium for the period of insurance from the claim settlement sum.

## **Your duty to answer honestly**

Before you enter into, vary or renew this insurance policy with us, you have a duty to answer honestly and take reasonable care not to make any misrepresentations.

What that means is that you need to take reasonable care to provide honest, accurate and complete answers to any questions that we ask. This includes checking the information we provide to you when you apply for, renew or vary this policy, and informing us if anything has changed or is inaccurate or incomplete. If you do not correct the information, we will take it that you agree with the information and that your answers are current, accurate and complete.

We rely on your answers and information to decide whether we can insure you, on what terms and for what premium.

It is also important to understand that, in answering the questions, you are answering for yourself and anyone else to whom the questions apply. If you are not sure about the answers or the accuracy or completeness of the information, you should take the time to find out before providing a response.

If you do not take reasonable care in answering our questions or correcting the information, you may breach your duty. If that happens, your policy may be cancelled, or treated as if it never existed, and any claim may be denied or not paid in full.

If any question or information is not clear to you and you need help, you can contact us on **13 19 48**.

## Work out how much insurance you need

Many people do not have enough insurance cover for their building or contents. If you are under-insured, you will have to cover any shortfall yourself. For example:

- If the amount your building is insured for is not equal to the full cost of rebuilding it, including the cost of any structural improvements such as carports, fences and pools, as well as the cost of any demolition work, removal of debris and any architectural or council fees (other than the limited cover provided by the Additional benefit, see page 20 for details), you may be under-insured. The cost of land is not, however, included in determining your sum insured.
- If your contents sum insured is not enough to allow for the full replacement of your contents, including the contents you have made available for your tenant to use, you may be under-insured.

Under insurance is a significant issue. You should spend time to assess your needs as we cannot advise you on the amount of cover you should insure for.

We **strongly** recommend you use a building calculator as a guide. An example can be found at **[realinsurance.com.au/building-calculator](https://realinsurance.com.au/building-calculator)**

Remember, this insurance only provides cover up to the applicable limits specified in this PDS and in your Certificate of Insurance.

## Review the replacement value of your property regularly

Each year at your insurance renewal, we may adjust the amount you are insured for to help the cover keep pace with inflation. In addition to this adjustment, you may also need to consider (amongst other things) the value of any new contents that you made available for your tenant to use or recently completed improvements to your building.

If you do not review the replacement value of your building and contents annually and increase your cover where appropriate, you may be or remain under-insured.

## Change of occupancy type during the period of insurance

If the occupancy of your building changes from a landlord property you own but do not live in to a building you live in, or vice versa, you will need to contact us so we can change your building and/or contents cover accordingly, subject to our underwriting criteria. If you do not, we may reduce or refuse to pay a claim and cancel the policy.

## Interests of others in your building and contents

You must tell us of any other party that has an ownership or financial interest in your building and contents as they may need to be noted on your policy for their interest. No party is covered for their interest unless we note them. If a credit provider is noted in your Certificate of Insurance as having an interest in your building and/or contents and your claim is paid on a cash basis, we have the option of making this payment to the credit provider in full or part payment of the claim.

## More than one insured person

If there is more than one insured person named in your Certificate of Insurance we will treat a statement, act, omission, claim or request to alter or cancel your policy made by one insured as coming from all of those named as insured.

## Paperless correspondence

You agree that we can send you communications electronically, which includes informing you that the communication (or a document forming part of the communication) can be accessed via a web address, hyperlink or other electronic means. You also agree to save or print the communication or document and store it in a safe place for future reference. You can also ask us for a paper copy.

If you do not want to receive communications electronically, let us know.

We will consider any communication or documents we send or make available to you electronically to have been received by you 24 hours from when we sent them or informed you that they are available.

You are responsible for making sure we have your correct and up-to-date postal address, email address and other contact details at all times.

## Keep proof of ownership of your property

When you make a claim for loss or damage to an item we will require satisfactory proof that you owned the item and of its value or your claim may not be paid. The easiest way to do this is by keeping documents related to the item.

The types of documents we ask for depend on the situation and may include:

- purchase receipts;
- valuation certificates (provided by an Australian qualified valuer);
- credit card or bank statements;
- instruction manuals;
- guarantee or warranty certificates; and
- photographs or video/digital film of the item.

## When building work is carried out

Please note that if you carry out building alterations, renovations or additions the cover provided under your policy is restricted.

If you plan to carry out building alterations, renovations or additions to your building with a total value of \$50,000 or more you will need to contact us and inform us of the changes. We will confirm whether cover, subject to the exclusions below, can be extended during your renovation period.

Below we have highlighted the exclusions that apply when building works are underway. You are not covered for:

- loss or damage caused by water entering your building due to building alterations, renovations or additions;
- loss or damage as a result of theft or attempted theft by a person who is on the site with your consent or the consent of another person also residing at the property;
- loss or damage due to theft or attempted theft or where the building security has been compromised due to the works being carried out;
- legal liability in respect to any loss or damage caused by or as a consequence of the building renovations, alterations and/or additions if the total value of the project is greater than \$50,000; and
- accidental damage caused by or as a consequence of the building alterations, renovations or additions.

Your policy will not cover you for loss or damage caused by the works or damage to the works. If you need cover you may need to take out a separate insurance product with another insurer. Real Insurance does not provide this cover.

## Keep your building and contents in good condition and well maintained

You must take reasonable steps to maintain your building and contents in a good state of repair and condition.

This includes but is not limited to taking reasonable steps to:

- ensure that the building is watertight, structurally sound and secure;
- ensure that your tenant is taking reasonable steps to maintain the property in accordance with their rental agreement;
- ensure that gutters, downpipes and roof valleys are not clogged with debris and are not rusted, loose, falling down or missing;
- ensure that floors, walls or ceilings are intact and secure and that any damage to these items and any other parts of the building that are not the subject of a claim under this policy are repaired;
- comply with all statutory obligations, government or local authority regulations and by-laws; or
- ensure that all building maintenance or repairs to the building and/or contents are undertaken by an appropriately qualified person or licensed tradesmen.

Any loss, damage, liability, costs or expenses arising from your failure to take reasonable steps to maintain your building and contents in a good state of repair and condition will not be covered under the policy. You must also make reasonable efforts to protect your building and contents from any loss or damage. If you make a claim and knew about something that could cause loss or damage to your building or contents and you did not make reasonable efforts to avoid it before the loss or damage occurred, then your claim may not be paid. If you do suffer loss or damage to your building or contents, you must also make reasonable efforts to prevent any further loss or damage.

## When your building is temporarily unoccupied

You must ensure your building is maintained while unoccupied. The maximum period your building can be unoccupied for during the period of insurance is 60 consecutive days. At any time when your building is unoccupied you need to ensure the building is maintained in a lived-in state by:

- keeping the lawns mowed and garden tidy;
- stopping regular mail and newspaper deliveries; and
- arranging for someone to check inside and outside the building at least once a week.

Let us know if your building will be unoccupied for longer than a period of 60 consecutive days. We need to know so we can tell you if we can continue to cover your building and/or contents, on what terms and for what premium.

## Have a property inspection/condition report completed

You or your agent must complete a detailed property inspection/condition report:

- when a new lease or rental agreement commences;
- when an existing tenant vacates the property; or
- on an annual basis if there is a long term tenancy.

If you make a claim we may ask you for copies of relevant documents including property inspection/ condition reports.

# Making a claim

In the event of a claim it is good to understand the process so you know what to do and what to expect. Our claims team will support and guide you through the claim process.

## What to do in the event of a claim

1

### Secure your building and contents

Do what you can to prevent further loss, damage, cost or liability.

2

### Report the incident

Report the incident or loss to the police immediately if the claim involves theft, attempted theft, malicious acts, civil unrest or impact by a vehicle and obtain an event number.

3

### Lodge your claim

You can lodge your claim online at [realinsurance.com.au/myaccount](https://realinsurance.com.au/myaccount) or call our claims team on **13 19 48**.

### Do not:

- admit guilt, fault or liability except to the police;
- offer or negotiate to pay any claim;
- approve any repairs, except essential repairs needed to minimise or prevent further loss or damage; or
- dispose of any damaged property.

## Assessing your claim

After you have lodged a claim with us we will assess it. When we are doing this, we may ask you for reasonable information and assistance to help with the process, including as set out below.

### We may ask you for:

- a face-to-face or telephone interview;
- written statements under oath;
- relevant documents including property inspection/condition reports;
- proof of value and ownership that we need regarding lost or damaged items, such as receipts, invoices, bank or credit card statements, contracts of sale or original photographs; and
- details of any other insurance that relates to the claim.

### We will require you to:

- let us see or take possession of any damaged property;
- keep items that have been damaged and allow us to inspect them or assess repair costs;
- make your building and contents available for inspection by us or an assessor or agent appointed by us or when diagnosis is required;
- send us any communication you receive about the claim from anyone else (including letters of demand and communication about court proceedings); and
- do everything you can to help us to negotiate, defend or settle your claim or to recover costs from another party responsible for the loss or damage to your building and contents.

## Claims for your building

If your building is insured and a building claim is covered under your policy, we will settle up to the sum for which your building is insured, or any lesser limit that applies, less any applicable excess. The payment amount may also be adjusted in accordance with the GST provisions in this document. If your building is destroyed or damaged as a result of an Insured event covered under this policy and occurs during the period of insurance, and if it is reasonably practicable, we will rebuild or repair your building as new. If this is not reasonably practicable, we will pay you a reasonable amount to cover the cost of rebuilding or repairing your building as new. The maximum amount payable is the building sum insured shown in your Certificate of Insurance.

However, if you decide not to proceed with the rebuild or repair of your building we will pay you the reasonable amount to cover the cost of rebuilding or repairing your building as new, or the building sum insured, whichever is lesser.

Excesses and other deductions may be applied to these settlements.

We will do our best to source materials that are the same type, standard and specification as the original materials that require replacing. Where these materials are not available in Australia we will source and/or pay for the costs of materials that are of a similar kind or quality. When this occurs and where the damaged part of the building is an item listed in the table on page 47, then the Matching Benefit as referenced on pages 46–52 will apply.

If you are not satisfied with the materials we find to be of a similar kind or quality and we have not commenced the repairs to your building, you may request to:

- pay any extra costs of replacing the undamaged parts of your building with the original materials to achieve a uniform appearance; or
- request we pay you what it would have reasonably cost us to repair or replace the damaged part and you can organise the repairs yourself.

## **Claims for your contents**

If your contents are insured and a contents claim is covered under your policy, we will settle up to the sum for which your contents are insured for, less any applicable excess. The payment amount may also be adjusted in accordance with the GST provisions in this document.

If your contents are lost or damaged by an Insured event which occurs during the period of insurance, we will repair or replace any lost or damaged item if it is reasonably practicable for us to do so. If this is not reasonably practicable, we will pay you the amount it would reasonably cost you to repair or replace the item or to replace it with its nearest equivalent.

If you would like to receive a cash settlement instead of us repairing or replacing your contents, then we will pay you the amount it will cost us to repair or replace the item, or to replace it with its nearest equivalent.

The nearest equivalent will be determined having regard to the content's make, model, specification, cost, capacity and functionality.

## Repairs or replacement of your contents

What is covered	Conditions
<p><b>Contents</b></p> <p>Replacement is on a new-for-old basis but does not apply to second-hand furniture or electrical items which were more than three years old at the time that they came into your possession.</p>	<p>We will repair or replace your contents with new items or new materials that are available at the time of repair or replacement from Australian suppliers within Australia.</p> <p>If we cannot source items or materials that are of the same type, standard or specification as the original materials, we will repair or replace to a similar kind or quality as if it were new or we will pay the reasonable replacement cost. When this occurs and where the damaged part of the contents is an item listed in the table on page 47, then the Matching Benefit as referenced on pages 46–52 will apply.</p> <p>We can replace with a different brand provided it is of similar kind or quality as the original.</p> <p>We will not pay any extra cost of replacing or purchasing an extended warranty on any item or provide any items of a better standard, specification or quality than as if it were new.</p>

## **Matching Benefit**

This section only applies to claims for the parts of your building and/or contents that are listed on page 47.

We outline on the next page what is covered and what is not covered under the Matching Benefit. In addition, there are policy 'General exclusions' on pages 28–31 that may apply.

To make things easier, we have given you some examples on pages 48–52 of how your claim settlement may be calculated based on some common scenarios our claims team encounter. Please note that any actual claim settlement will be based on the individual circumstances of your claim.

What is covered	What you are not covered for
<p>If the claim for loss or damage due to an Insured event is covered under the policy, we may also provide coverage to replace certain undamaged materials in the same functional area or room to create a uniform appearance. This is referred to as a Matching Benefit.</p> <p>We will only provide this Matching Benefit where we are unable to source original materials, or materials that are the same type, standard or specification.</p> <p>We will only match undamaged parts to the damaged parts within a functional area or room, if they are:</p> <ul style="list-style-type: none"> <li>• continuously joined;</li> <li>• on the same level or floor of your building; and</li> <li>• made of the same material.</li> </ul> <p>Where this Matching Benefit may apply, we may need to add a new separator, such as a floor trim, between two or more functional areas or rooms if damage is sustained to one functional area alone.</p> <p>This Matching Benefit is restricted to the following undamaged materials in the same functional area or room where the damage occurred to:</p> <ul style="list-style-type: none"> <li>• wall coverings;</li> <li>• wall tiles;</li> <li>• floor coverings; and</li> <li>• fixed cabinets.</li> </ul>	<ul style="list-style-type: none"> <li>• loss or damage that occurs to any areas or items that are not defined or listed under the section 'What is covered';</li> <li>• costs to repair or replace undamaged materials in any adjoining functional areas or rooms;</li> <li>• costs to repair or replace undamaged items on different levels or floors of your building; and</li> <li>• costs to repair or replace undamaged garage doors, roof tiles, roof sheeting and external walls. We will only replace the damaged items, even if the undamaged items are different and do not match the new ones used for repairs.</li> </ul>

## What we mean by functional area or room

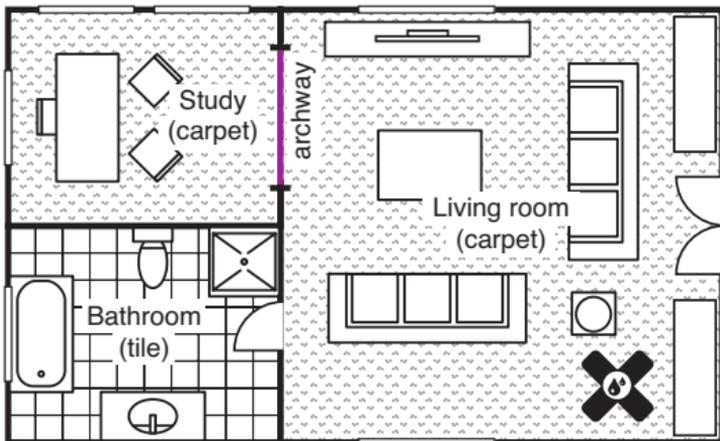
### Functional area or room

Areas inside your building that are separated by walls, floors and a ceiling or used for an isolated purpose. It starts and finishes at the nearest functional area, wall, nearest doorway, archway or similar opening and/or a change in the floor or wall covering.

A passageway, hallway, stairs or corridor has the same definition as a functional area or room.

The example below shows what we mean by a functional area or room. The living room is one room, separated from the bathroom as there is a doorway and a change in floor covering from carpet to tiles. The living room is also separated from the study as there are two different uses for the two rooms and there is also an archway between the two rooms.

### Matching Benefit – Example 1



If there was damage to the flooring at the spot marked 'X' in the living room, we would only repair or replace the flooring within this functional area. In this scenario, we may need to introduce a floor trim between the study and living room as per the purple line, since the damage is contained within the living room alone.

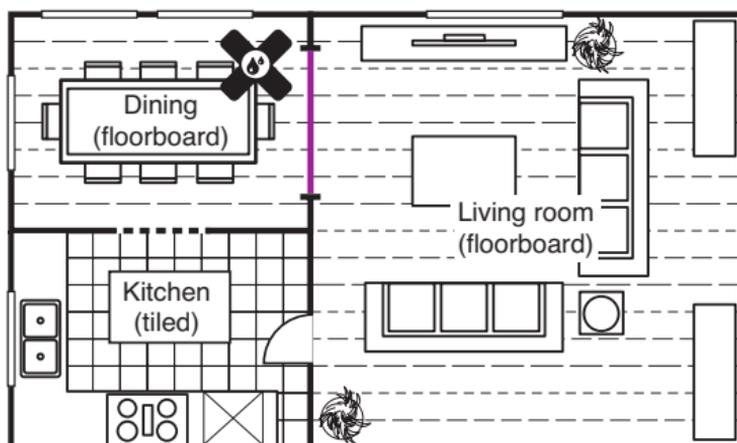
## Combined rooms

Areas inside your building, excluding any outdoor areas, that have connecting rooms with identical wall and floor coverings which are shared by a common opening, such as a doorway or archway. Combined rooms will always have two or more functional areas or rooms. If there is damage to one functional area of a combined room, we will only match the sections within the damaged functional area of the combined room. In doing so, we may need to introduce a new separation such as a floor trim between the two or more functional areas.

The example below shows what we mean by a combined room. The dining room and living room is a combined room, however, it has two separate functional areas. This is because while it has the same wall and floor coverings, the room is used for two different purposes being dining and casual living. There are two separate uses for these two functional areas because there is a dining table in the dining room and there is a couch in the living room.

The dining room and living room is separated from the kitchen as there is a change in floor coverings.

### Matching Benefit – Example 2

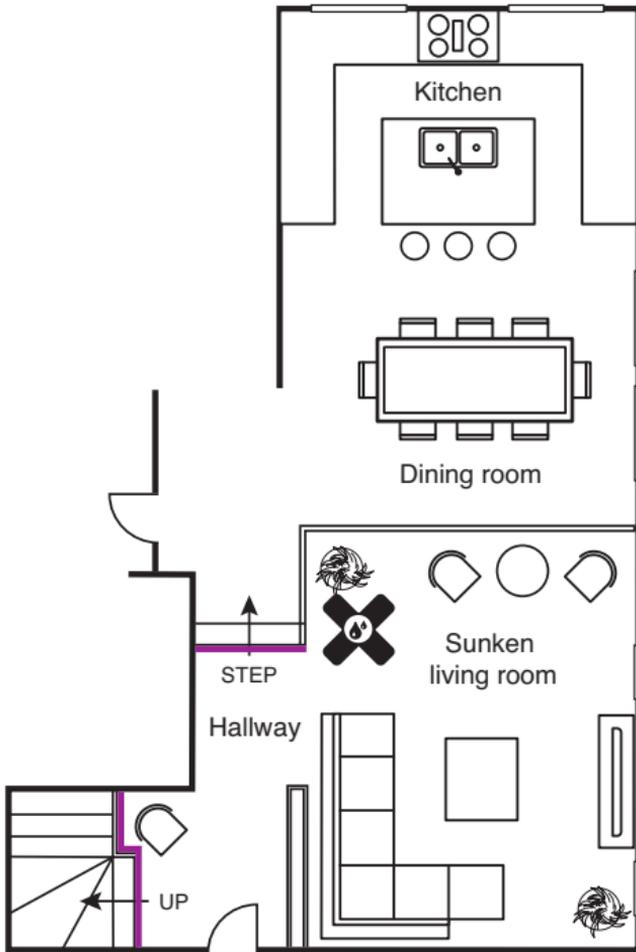


If there was damage to the flooring at the spot marked 'X' in the dining room, we would only repair or replace the flooring within this functional area up to the purple line. In this scenario, we may need to introduce a floor trim between the dining room and living room along the purple line.

## Stairs

The example below shows a sunken living room which is separated by a step from the hallway. These two functional areas are separated because they are on two different levels and used for two different purposes.

### Matching Benefit – Example 3



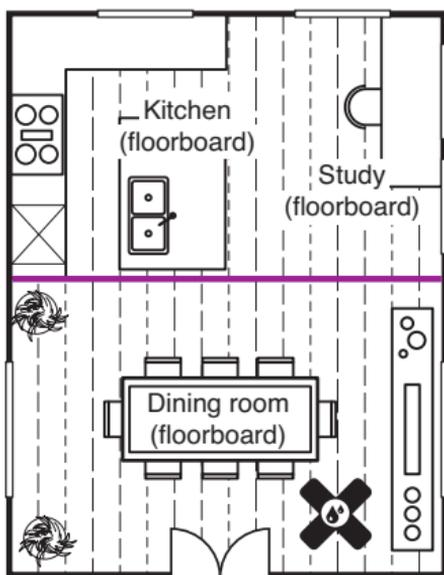
If there was damage to the flooring at the spot marked 'X' in the sunken living room, we would only repair or replace the flooring within this functional area up to the purple line. In this scenario, we may need to introduce floor trims at the base of the steps along the purple lines.

## Open plan areas

Areas inside your building that continue until separated by a functional area, a different floor or wall covering and/or the nearest wall, doorway, archway or similar opening.

The example below shows an open plan area which has three separate functional areas being a kitchen, a study room and a dining room. This is because there is a stove and sink in the kitchen, a dining table and chairs in the dining room and there is an office desk and chair in the study room. This is an open plan area because all three rooms have the same wall and floor coverings and are not separated by any walls, openings or archways.

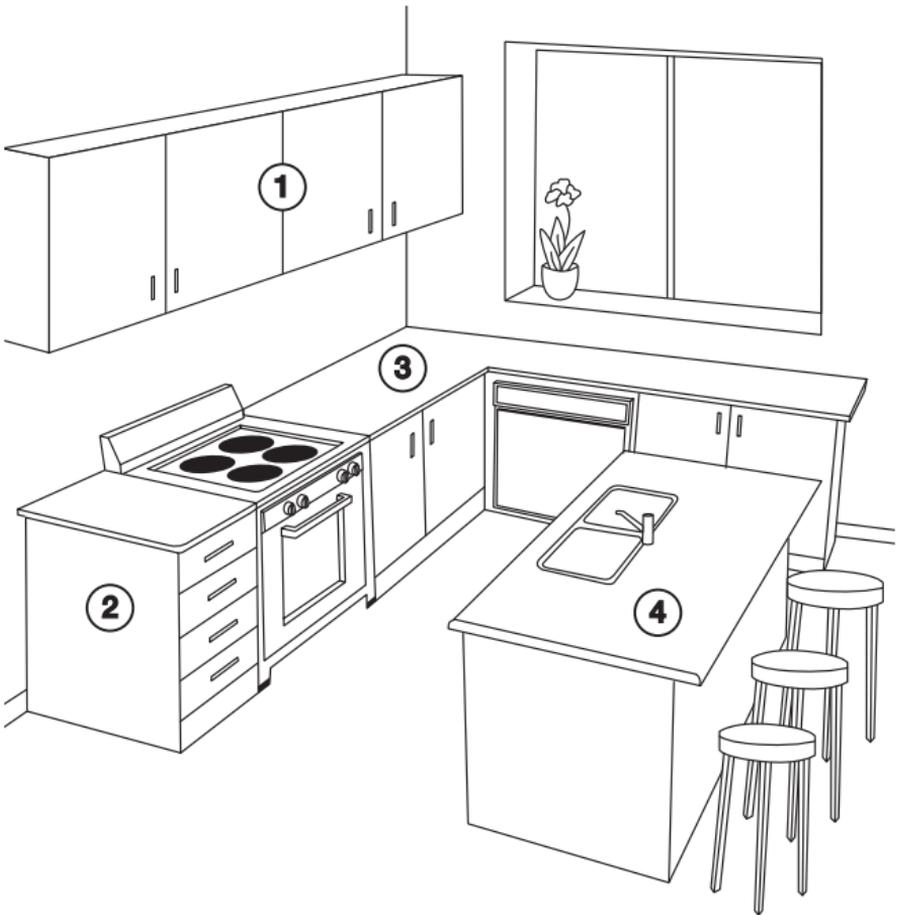
### Matching Benefit – Example 4



If there was damage to the flooring at the spot marked 'X' in the dining room, we would only repair or replace the flooring within this functional area up to the purple line. In this scenario, we may need to introduce a floor trim along the purple line.

**Example – What we mean by continuously joined; on the same level or floor of your building; and made of the same material.**

In this example of a kitchen, we would treat areas 1, 2, 3 and 4 as separate sections because they are not continuously joined or on the same level. If there was damage to section 1 alone, we would only pay to repair or replace this section of your kitchen. In sections 2 and 3, the oven breaks up the two areas of cabinetry. If there was damage to section 3 alone, we would not repair or replace section 2.



## **How claims impact your insurance**

After we pay a claim under your policy, other than a claim for a total loss, the amount you are insured for will remain the same as the value shown in your Certificate of Insurance at the date of loss.

If a claim is for the total loss of your building or contents, your insurance will cease as soon as we accept liability. No premium refund is due if you have paid your premium annually. If you are paying your premium monthly, we will deduct the remaining balance of your yearly premium from your claim settlement sum. You will need to contact us if you want to apply for a new policy for the building and/or contents you replace.

## **If there is a mortgage over your property**

If a mortgagee (usually your bank or credit provider) is noted in your Certificate of Insurance and you have a claim which is covered and settled on a cash basis, we will, if legally obligated, make this payment to the mortgagee in full or part settlement of your claim. In this situation, we will pay the mortgagee the amount we pay to settle the claim, up to the amount outstanding under your mortgage. We only cover your interest in the insured property, unless we specifically include cover for the interest of a third party.

## Understanding your excess

The excess is the amount you are required to pay or bear when you make a claim under your policy. Your policy excesses are explained in this PDS and are shown in your Certificate of Insurance.

### Excess types

There are different types of excesses, depending on what your claim relates to and the type of cover you have chosen. Basic excess is the amount you have chosen for your building and/or contents excess on your policy. You will need to pay this on each claim made under your policy, unless otherwise specified.

You will find the amount of each excess in your Certificate of Insurance.

Claims made under:

- earthquake or flood will be subject to the higher of your selected basic excess or a fixed excess of \$500 for each event;
- the Additional benefit cover for 'Malicious acts and theft by tenants' will be subject to the higher of either your selected basic excess or a fixed excess of \$500 for each event;
- the Optional benefit for 'rent default and legal expenses' will be subject to a fixed excess of \$400. Your selected basic excess does not apply for this benefit; and
- the Optional benefit 'Electrical motor burnout' will be subject to a fixed excess of \$100 for any claim made under this benefit. Your selected basic excess does not apply to claims made under this Optional benefit.

# When to contact us

## Changing your cover

We understand that your circumstances may change. If this occurs, we need you to contact us promptly to apply to amend cover during the period of insurance. It is important to note that if you make a request to amend your cover this may affect your premium.

You must also comply with 'Your duty to answer honestly' (see page 33).

Any proposed changes to your cover will be subject to acceptance.

## Renewing your policy

1

To ensure continuing protection we will send you a renewal offer at least 14 days prior to the renewal date of the policy. It will set out information such as the premium and excess for the new period, any fees that may apply, information you have previously told us, and it may also include notice of any proposed changes to the terms of the policy to be renewed. In some cases, we may offer to renew your policy with a different level of cover.

2

Where you receive a renewal offer, you must tell us if the information contained in it is incorrect or incomplete and you must comply with 'Your duty to answer honestly' (see page 33). If you do not we may reduce or refuse to pay a claim or cancel the renewed policy.

3

If you do not wish to proceed with a renewal, or if you need to disclose any further information to us, please just call us at least 2 business days before the renewal date.

Unless you tell us you do not wish to proceed with renewal, we will automatically deduct/charge the renewal premium from your nominated account/credit card.

You also have a 14 day cooling off period following the renewal of your policy that allows you to cancel your policy and receive a refund of the premium paid (see the 14 day cooling off period for further information). You can also cancel after the 14 day cooling off period (see Cancelling your policy for further information).

4

If we do not offer to renew your policy, we will send you a notice telling you this.

Alternatively, if you have opted out of automatic renewal, we will send you a notice advising you whether we will offer renewal, and if so, asking you to contact us if you would like to continue your cover. If you do not contact us, your policy will lapse. You can opt-out by calling us on **13 19 48**.

Each renewal is a separate policy, not an extension of the prior policy.

This PDS (together with any amendments, updates or endorsements) also applies to any offer of renewal we make, unless we tell you otherwise or issue you with a new updated PDS or Supplementary PDS amending the PDS terms.

## **Cancelling your policy**

### **If you want to cancel**

You may cancel your policy by contacting us.

If you paid an annual premium, we will refund the full amount, less:

- the amount covering the period you were insured for; and
- government or statutory charges we are unable to recover.

If you pay your premium by monthly instalments we will not provide a refund.

### **When we may cancel your policy**

We may cancel your policy where permitted by and in accordance with the law. For example, if you:

- do not comply with the policy terms and conditions;
- do not pay your premium as agreed;
- make a fraudulent claim;
- did not comply with 'Your duty to answer honestly'; or
- misrepresented information when you entered into your policy.

If we pay a claim for a total loss, your policy comes to an end and there is no refund of premium.

## How to make a complaint

If you have a complaint or dispute, we are committed to work with you to resolve it as quickly as possible. These steps are a part of our complaint resolution procedure:

Get in touch with us on **13 19 48** about your concerns, and we will do our best to resolve them straight away. If we are unable to or if you are still not satisfied, our Customer Resolution Team will review your complaint and provide you with a response. You will be provided with the contact details of the person looking after your complaint and you will receive regular progress updates.

When you make a complaint, please provide us with as much information as possible.

To make a complaint please contact us on:

**Post:** Real Insurance  
Locked Bag 2010  
St Leonards NSW 1590  
**Email:** [resolution@hollard.com.au](mailto:resolution@hollard.com.au)  
**Phone:** 1300 368 979  
**Website:** [hollard.com.au](http://hollard.com.au)

### If we cannot resolve your complaint:

If you are not happy with our decision, or we have taken more than 30 days to respond to you from the date you first made your complaint, you may contact the Australian Financial Complaints Authority (AFCA) at:

**Phone:** 1800 931 678  
**Post:** GPO Box 3  
Melbourne VIC 3001  
**Website:** [afca.org.au](http://afca.org.au)  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)

The AFCA service is provided to you free of charge. A decision by AFCA is binding on us but is not binding on you. You have the right to seek legal assistance.

# Other important information

## How we protect your privacy

We and our agents (referred to in this privacy provision as 'we', 'us' and 'our') will at various times or stages during our communication with you collect some of your personal information.

We collect personal information to provide, offer and administer our various products and services, or otherwise as permitted by law.

We may collect your personal information so that we or our related entities or other third parties with whom we have a relationship can develop or offer you services or products which we believe may be of interest to you, however we will not do so if you tell us not to.

Collection can take place by websites, email, telephone or in writing. If you do not consent to us collecting and using the personal information we request, we may not be able to provide you with our services or products.

We may at times also disclose your personal information to our related companies or third parties who provide services on our behalf; however we will never sell, rent or trade your personal information. It may happen that we disclose personal information to related companies or service providers located in countries other than Australia. These details can change from time to time and you should contact us for further details to see if this applies to you.

Your consent applies when you apply for insurance, or become or remain insured with us. You can read more about how we collect, use and disclose your personal information or our complaints process regarding a breach of the Australian Privacy Principles in our Privacy Policy which is available on our website or you can request a free copy.

If you wish to update or gain access to your personal information or raise a complaint about a breach of your privacy please contact the Privacy Officer at:

### **Hollard**

**Phone:** 02 9253 6600  
**Email:** [privacy@hollard.com.au](mailto:privacy@hollard.com.au)  
**Post:** Privacy Officer  
Locked Bag 2010  
St Leonards NSW 1590  
**Website:** [hollard.com.au](http://hollard.com.au)

### **Real Insurance**

**Phone:** 1300 367 325  
**Email:** [privacy@greenstone.com.au](mailto:privacy@greenstone.com.au)  
**Post:** Privacy Officer  
50 Norwest Blvd  
Norwest NSW 2153  
**Website:** [realinsurance.com.au](http://realinsurance.com.au)

## **Claim payments and Goods and Services Tax (GST)**

Any claim payments made under this policy will be based on GST inclusive costs, up to the relevant amount covered, or maximum amount that we pay. However, if you are, or would be, entitled to claim any input tax credit for the repair or replacement of insured property or for other things covered, we will reduce any claim under the insurance by the amount of such input tax credit.

You are required to tell us your entitlement to an input tax credit. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we pay.

## **Governing law**

Any disputes arising out of or under this policy shall be determined by the courts, and subject to the laws of the state or territory in Australia where the insured site is located.

## Financial Claims Scheme

Should Hollard become no longer able to meet its obligations to you under the policy, you may be entitled to a payment under the Financial Claims Scheme.

Access to the Scheme is subject to eligibility criteria.

Further information about the Scheme can be obtained from **fcs.gov.au** or on their hotline **1300 55 88 49**.

## General Insurance Code of Practice

Hollard is a signatory to the General Insurance Code of Practice. The objectives of this Code are to:

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

The Code Governance Committee (CGC) is the independent body that monitors and enforces our compliance with the Code. It also aims to drive better Code compliance, helping the insurance industry to improve its service to consumers.

For more information about the CGC, or to obtain a copy of the Code please visit **insurancecode.org.au** or phone **1800 931 678**.

## Extra Care Process

We recognise that our customers may find themselves in difficult circumstances, particularly when a claimable event occurs. We have developed an Extra Care Process to provide additional support to our customers who may be experiencing vulnerability due to their circumstances, including personal circumstances that are not directly related to insurance. The Code provides the following examples that may contribute to someone needing extra care:

- age;
- disability;
- mental health conditions;
- physical health conditions;
- family violence;
- language barriers;
- literacy barriers;
- cultural background;
- Aboriginal or Torres Strait Islander status;
- remote location; or
- financial distress.

More information about the extra care we can offer and how we support customers is available on our website.

## Updating this PDS

We may change this PDS at any time. Changes will apply to quotes and renewal notices issued after the date of the change. For the latest changes, visit **realinsurance.com.au**, or call **13 19 48** to request a printed copy to be sent to you at no cost.

If the change is relatively minor and would not affect a decision to buy or renew the policy, we will set out the details at **realinsurance.com.au**. For other changes, we will issue a Supplementary PDS or a new PDS, and if they will apply to your policy, we will let you know about them before you purchase and/or renew the product.

## Definitions

Some words and phrases used in this PDS and our other policy documents have the following special meanings:

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<b>accident</b>	an event that you did not plan, intend or expect to happen.
<b>agent</b>	the real estate management company acting as the manager of the property.
<b>allowable re-letting expenses</b>	the re-letting expenses as specified in the current lease or rental agreement for the property.
<b>bond money</b>	money paid by the tenant and held as a security against damage to the property or outstanding rent. Your policy will operate on the basis that a bond equivalent to four weeks rent has been collected.
<b>Certificate of Insurance</b>	the relevant certificate we send you that contains your building and/or contents insurance details and any variations to the standard terms and conditions of the policy. It forms part of your contract with us and should be read with your other policy documents.
<b>common property</b>	an area within a multi-residency property which is used by many people, e.g. stairs, driveways, car parks, etc.
<b>event</b>	a single occurrence which you did not intend or expect to happen that results in loss or damage.
<b>excess</b>	the amount you are required to pay or bear when you make a claim under your policy. Your policy excesses are explained in this PDS and are shown in your Certificate of Insurance.
<b>family</b>	in relation to a person means their spouse or partner, parent, grandparent, sibling, dependent child or grandchild (including in each case in-law, half, step or adopted relationships), and any person who normally resides with that person.

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<b>fittings</b>	any items that can be removed from your building without causing damage to your building.
<b>fixtures</b>	items that are permanently attached to or fixed to your building or the site but not carpets, carpet tiles, floor rugs, internal blinds or curtains.
<b>flood</b>	<p>the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ul style="list-style-type: none"> <li>(a) a lake (whether or not it has been altered or modified);</li> <li>(b) a river (whether or not it has been altered or modified);</li> <li>(c) a creek (whether or not it has been altered or modified);</li> <li>(d) another natural watercourse (whether or not it has been altered or modified);</li> <li>(e) a reservoir;</li> <li>(f) a canal; or</li> <li>(g) a dam.</li> </ul>
<b>gradual</b>	something that progresses slowly and is not sudden.
<b>gradual deterioration</b>	change or process that occurs in small stages over a long period of time, rather than suddenly and can be due to (but not limited to) hail, wind, snow or rain, rot, mildew or liquid slowly leaking from any fixed pipe, fixed tank, waterbed, aquarium, household appliances or item used to hold liquid.
<b>insured event</b>	an event that is insured under your policy subject to its terms and conditions (see pages 10–16).
<b>malicious damage</b>	damage caused by a wrongful act which was vindictive, deliberate or intentional.

<b>period of insurance</b>	<p>the period of your policy with us, which starts at the date and time we tell you the policy is entered into and continuing, unless ending sooner in accordance with the policy or relevant law, until the expiry date and time as specified in the Certificate of Insurance.</p> <p>If your policy is cancelled, the period of insurance terminates when the cancellation becomes effective.</p>
<b>seepage</b>	the slow escape of a liquid through any material.
<b>short-term rental</b>	rental agreements or arrangements of less than three months duration. This does not include holding over or extensions of a rental agreement that was of at least three months duration.
<b>site</b>	the land at the address in the Certificate of Insurance on which your building is located and includes the yard or garden situated within the legal boundaries of that land. It does not include the nature strip outside the building or any area that is common property in a multi-residency property.
<b>storm</b>	a violent atmospheric disturbance generally producing strong winds. It can be accompanied by rain, lightning, hail or snow and it includes cyclones and tornadoes. Storm does not mean persistent bad weather, heavy or persistent rain by itself or heavy or persistent wind by itself.
<b>sum insured</b>	the maximum amount(s) we agree to cover the insured property for. The sum(s) insured is/are shown in your Certificate of Insurance.

<b>terrorism</b>	<p>any act which may or may not involve the use of, or threat of, force or violence, where the purpose of the act is:</p> <ul style="list-style-type: none"> <li>• to further a political, religious or ideological aim; or</li> <li>• to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.</li> </ul>
<b>vehicle</b>	<p>means a carriage or conveyance moving on wheels and includes any motor car, caravan, motorcycle, scooter, skateboard, bicycle, go-kart and/or trailer.</p>
<b>unoccupied</b>	<p>means neither you, nor any other person (with your consent), is living and sleeping in the building, and/or it is not furnished for habitation.</p>
<b>we, us or our</b>	<p>The Hollard Insurance Company Pty Ltd.</p>
<b>you, your</b>	<p>means:</p> <ul style="list-style-type: none"> <li>• the policy holder or policy holders named in the Certificate of Insurance; and</li> <li>• the policy holder's spouse (legal or de-facto).</li> </ul>



## CONTACT US

**Call:** 13 19 48

**Web:** [realinsurance.com.au](http://realinsurance.com.au)

**Post:** Locked Bag 2010  
St Leonards NSW 1590

**Email:** [customercare@realinsurance.com.au](mailto:customercare@realinsurance.com.au)

Register for a Car, Home or Landlords Insurance account to access and update your policy details anytime.

[realinsurance.com.au/myaccount](http://realinsurance.com.au/myaccount)