



# PROPERTY OWNERS' EXTRA PROTECTION POLICY WORDING

## AND PRODUCT DISCLOSURE STATEMENT

Preparation Date: 2 August 2013

### Introduction

This is an important document that contains important information designed to help You:

- decide whether this insurance will meet Your needs; and
- compare it with other products You may be considering.

You need to decide if this insurance is right for You and You should read this document and all of the documents that make up the Policy carefully to ensure You have the cover You need.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account Your objectives, financial situation or needs.

### Insurers and the underwriting arrangement

The insurer of this insurance is Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 (Allianz).

In arranging this insurance St. George Underwriting Agency ABN 59 009 357 5821 AFS Licence No. 236663 act as an agent of Allianz and not as Your agent.

### Summary of available covers

Cover Type	This is a limited summary only and not a full description of the covers. Please see the relevant section and policy for the full terms and conditions (including any exclusions and limitations that apply)
Section 1 – Deliberate Damage and Theft by Tenants	This covers You for physical loss or physical damage arising from deliberate, intentional or malicious acts and acts of theft to the Building or Contents by the Tenant, except when the act results in a fire or explosion (see Section 4).
Section 2 – Tenant’s Default of Rent	This covers You for loss of rent, payable by the Tenant, which arises from damage covered under Section 1 or from breach of a written Lease agreement.
Section 3 - Legal Expenses	This covers You for court costs incurred in pursuing recovery of a rent loss arising from an event insured under Section 2.
Section 4 – Contents and limited Building cover.	This covers You for damage to Contents at the risk address caused by Defined Events up to \$30,000 and Deliberate Damage by Tenants which results in fire or explosion to Building and/or Contents up to \$50,000.
Section 5 – Loss of Rent (Defined Events)	This covers You for loss of rent in the event that the Building or Contents is damaged by any of the Defined Events in Section 4 so as to become untenable.

UKAWA PTY LTD ABN 59 009 357 582 t/as

## St George Underwriting Agency

AFS Licence No. 236663

75 North Lake Road, Myaree WA 6154 | P O Box 3016, Myaree WA 6154  
tel: 08 9317 8400 | fax: 08 9317 8499 | email: admin@sgua.com.au

## Understanding Your Policy and its important terms and conditions

To properly understand the Policy's significant features, benefits and risks You need to carefully read:

- (a) about each of the available covers provided in Sections 1 to 5;
- (b) the rest of this "Introduction" section - this sets out how You apply for cover, the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Your Cooling off rights, renewals, Our privacy information and Our dispute resolution procedures;
- (c) "Definitions" section - this sets out the special meaning of certain words used in the Policy. In some cases, certain words might be given a special meaning in a particular section of the policy when used;
- (d) "General Exclusions - Applying to all Sections" - this sets out the general exclusions and limits that apply to all covers and benefits;
- (e) "General Conditions - Applying to all Sections" - this sets out certain general rights and obligations that You and We have. If You do not meet them We may be able to refuse to pay a claim subject to the relevant law;
- (f) "Other Information" section – this explains other important information in relation to Your duty of disclosure, privacy, renewals and dispute resolution;
- (g) the Schedule and any endorsements or other written changes to the standard cover We issue to You with – these contain specific details relevant to You and can affect the cover.
- (h) the Frequently Asked Questions (FAQs) on our website at [www.sgua.com.au](http://www.sgua.com.au) – Property Owners Extra Protection.

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### Applying for cover

When You apply for the Policy by completing Our application We or Our representative will agree with You on things such as: the Period of Insurance; Your premium; what property You want to cover; the limits You want for certain covers (if optional); excesses that will apply to You or others and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the Schedule We issue to You.

The premium We charge varies according to the State/Territory and the zone within that State/Territory in which your Premises resides.

You will also have to pay certain amounts in relation to compulsory government charges (e.g Stamp Duty and GST) and Fire Services Levy (where applicable) plus any additional charges of which We tell You. These amounts will be set out separately on Your Schedule as part of the total premium payable.

In cases where We are required to pay an estimated amount (e.g. Fire Services Levy) based on criteria set by the Government, We allocate to our policy the 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 ask us for more details if You wish.

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### Cooling-off and cancellation rights

You have a cooling-off period and cancellation rights under the Policy (see "General Conditions - Applying to all Sections" section for details).

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### Basis on which We insure You

Where We agree to enter into a Policy with you it will be based on the information provided in Your proposal and subject to payment of the required premium by the required date.

The Policy is made up of:

- Your Application;
- this Policy document, which sets out the standard terms and conditions of Your cover, including its limitations and exclusions;
- the Schedule, which shows the insurance details relevant to You. It may include additional terms and conditions (including any exclusions and limitations) relevant to You that amend the standard terms of this document as well as any additional benefits you may be covered for; and
- any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS) which may vary or modify the above documents.

These are all important documents and should be carefully read together as if they were one document to ensure that You are satisfied with the cover. All policy documentation should be kept in a safe place for future reference.

We reserve the right to change the terms of the Policy where permitted to do so by law.

If You require further information about the Policy or wish to confirm a transaction, call Us on (08) 9317 8400.

## Information on this Product Disclosure Statement (PDS)

This Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) depending on Your circumstances. Only the parts of this Policy Document relevant to cover provided to You as a retail client and any other documents We tell You are included, make up the PDS for the purposes of the Act.

Information in the PDS may need to be updated from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue You with notice of this information in other forms or keep an internal record of such changes.

You can obtain a paper copy of any updated information without charge by calling Us on the telephone number provided on the front cover of this Policy Document.

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## Definitions

**"Buildings"** means the property described below at the Risk Address shown in the Schedule but excluding any items for which a Tenant is legally liable under the terms of a Lease or similar agreement:

- (a) the dwelling house, residential flat or home unit and all domestic outbuildings;
- (b) structural domestic improvements including:
  - (i) built-in furniture
  - (ii) paths, driveways, terraces, walls, gates, fences, masts, aerials and clothes lines
  - (iii) permanently fixed swimming pools, saunas and spas and associated equipment but not inflatable poolcovers
- (c) pipes, ducts, wires, cables, meters and switches, all of which supply the Buildings with either light, heat, cooling, telephone, water, drainage or sewerage
- (d) fixed (non-portable):-
  - (i) room heaters, stoves, air conditioners, fans, light fittings and hot water systems
  - (ii) appliances or equipment attached to the gas, plumbing, drainage or sewerage systems, or to the electrical systems other than those items which plug into power points
- (e) exterior blinds and awnings and fixed wall, ceiling or floor coverings other than carpets

**"Contents"** means the property described below in the Premises for the use of the Tenant and belonging to You:

- (a) fixtures, fittings, furniture or carpets
- (b) household goods, furnishings other than those described in (d) below
- (c) in respect of strata title properties, improvements, decorations and locks not forming part of the strata title property.
- (d) antiques, works of art, collections of any kind and electronic equipment not fixed in the Premises, provided that such items are specified in the Schedule, and provided also that this definition (d) does not include refrigerators, stoves, washing machines or clothes dryers
- (e) swimming pools not permanently fixed.

**"Contents"** shall **not** mean motor vehicles (other than garden implements used for private purposes), motor cycles, caravans, trailers, watercraft and aircraft (other than model aircraft) or any accessories in or on the aforesaid items, plants or shrubs or trees in gardens, animals and pets, furs, jewellery, gold/silver articles, documents and money.

**"Deliberate Damage"** means damage arising from an intentional or deliberate act (which does not include an omission) by the Tenant where the damage:

- (a) can be shown to have been foreseeable by a reasonable person; and
- (b) occurred whilst the Tenant occupied the Premises; and
- (c) was not noted on the Property Condition Report at the beginning of the tenancy.

**"Deliberate Damage"** also includes Theft by Tenants as described in Section 1.

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

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);

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

"**Lease**" means a written and enforceable lease of the Premises between You and the Tenant, complying with state legislation, for a term of three (3) months or more.

"**Period of Insurance**" means the period shown in the most recent Schedule or a subsequent period for which the Policy has been renewed.

"**Policy**" means this document, the Schedule, and any other change to the terms of the Policy otherwise advised by Us in writing (such as an endorsement or Supplementary PDS) which may vary or modify the above documents. Together they form the Agreement.

"**Premises**" means the Buildings and land encompassed by the lease.

"**Schedule**" means the attachment which forms part of the Policy and shows Your Policy number, together with the details of Your cover.

"**Storm**" means violent atmospheric disturbance which may be accompanied by rain, hail, snow or sleet. Storm does not mean persistent bad weather, or intermittent rain, persistent rain or heavy rain by itself.

"**Tenant**" means the tenant under Lease and includes any immediate family of the tenant residing at the Premises.

"**You**" "**Your**" "**Yourself**" means the insured named in the Schedule.

"**We**" "**Us**" "**Our**" means Allianz Australia Insurance Limited AFS Licence No 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

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## Section 1 - Deliberate Damage and Theft by Tenants

If Your Schedule specifies that You are covered under this Section, We will insure You for losses arising from Deliberate Damage done to the Building and/or Contents by the Tenant (subject to the other terms and conditions of the Policy).

### Theft by Tenants

This Section is extended to cover theft by Tenants occurring during the Period of Insurance, subject to the following conditions:

- (i) Theft constitutes a crime and must be reported to police;
- (ii) Each claim is subject to an excess payable by You of \$250;
- (iii) Loss or disappearance or non-return of remote controls or keys does not constitute theft.

We will insure You for the cost of re-keying locks following a court-ordered eviction up to a maximum of \$500 any one claim.

**Provided that** no claim will be admitted until such time as any monies collected under the state legislation applicable to residential tenancies are exhausted.

Claims under this Section 1 are subject to depreciation of the cost of replacement of the damaged property, such depreciation is to be based on the degree of wear, tear and deterioration and/or the remaining amount of normal useful life of the property prior to the occurrence of the loss or damage.

Fire or explosion which arises from Deliberate Damage by the Tenant is excluded from this Section 1 (refer to Section 4).

It is a condition of this Section of the Policy that You and/or anyone acting on Your behalf take all available steps to minimise Your loss or damage. Failure to take all available steps may result, to the extent permitted by law, in Your claim being reduced.

The most we will pay for all claims under this Section 1 is \$50,000 during the currency of any one Lease.

## Section 2 - Tenant's Default of Rent

If Your Schedule specifies that You are covered under this Section, We will insure You (subject to the other terms and conditions of the Policy) for loss of rent under a Lease suffered during the Period of Insurance arising from:

- (a) the Premises being unfit for occupation for at least 7 days caused by Deliberate Damage for which a claim under Section 1 has been admitted, or
- (b) the default in payment of rent by the Tenant, or
- (c) the departure of the Tenant from the Buildings without notice, or
- (d) loss of rent due to a court or tribunal-ordered termination of the Lease due to hardship on the part of the Tenant, or
- (e) loss of rent due to the death of a sole Tenant.

**Provided that:**

- (i) no claim shall be admitted under this Section until such time as any monies collected under the state legislation applicable to residential tenancies are exhausted.
- (ii) unless stated in the Schedule to the contrary, the total amount payable by Us will not exceed the lesser of fifteen (15) weeks rent or \$18,750 during the currency of any one Lease, but we will not pay more than the weekly rent amount in the Lease up to a maximum of \$1,250 per week.

Rent loss which results from fire or explosion caused by Deliberate Damage by the Tenant is excluded, to the extent permitted by law, from this Section 2 (refer to section 5).

It is a condition of this Section of the Policy that You and/or anyone acting on Your behalf take all available steps to minimise rent loss. We may, reduce or refuse Your rent arrears claim if You or Your property manager:

- (a) fails to issue or delays issuing rent arrears and termination notices to the Tenant, or
- (b) fails to pursue or delays pursuing a court or tribunal order for the eviction of the Tenant following the expiry of the breach or termination notice.

The above processes should be followed in accordance with the relevant Tenancy Act in the State or Territory in which Your property is located.

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## Section 3 - Legal Expenses

We will insure You for legal expenses incurred for the purposes of recovering any amount payable under Section 2, comprising court application and/or court lodgement fees and/or court-appointed bailiff/sheriff fees.

We will further insure You for Your property manager's fees but only for attending the court or tribunal on Your behalf.

**Provided that:**

- (a) The fee amount and structure is agreed in the management agreement with Your property manager prior to the commencement of court action; and
- (b) The maximum amount payable under proviso (a) arising from any one claim is \$500.

The maximum amount that We will pay under Section 3 is \$5,000 for any one claim.

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## Section 4 – Contents

**Unless otherwise specified the most we will pay for all claims under this Section 4 is \$30,000.**

### Defined Events

We will indemnify You in respect of physical loss or physical damage to the relevant Contents caused by the following Defined Events which occur during the Period of Insurance (subject to other terms and conditions of the Policy).

1. **Fire, explosion, or lightning.** However, this excludes damage:
  - (a) which arises gradually out of repeated exposure to fire or smoke;
  - (b) to any property as a result of its undergoing a process necessarily involving the application of heat;

(c) to any property as a result of scorching and/or melting.

2. **Earthquake** but excluding the first \$200 of the total amount payable by Us in respect of loss of or damage to Contents caused by earthquake during any period of 48 consecutive hours.
3. **Theft** or any attempted theft (but excluding theft by any person ordinarily residing with You at the time of the theft and excluding theft or misappropriation by any Tenant or sub-Tenant or any servant of such Tenant or sub-Tenant).

In respect of strata title properties Theft includes the cost of re-keying or replacing locks up to a maximum of \$500 any one claim following damage to the locks or theft of the keys where the Insured is responsible for such costs.

4. **Bursting, leaking, discharging or overflowing of fixed guttering, fixed tanks, fixed pipes** or other apparatus used to hold or carry liquid of any kind but excluding:
  - (i) the cost of repair or replacement of the defective part(s) of the guttering, tanks, pipes or other apparatus giving rise to the said loss or damage, including the cost of making good the repairs or replacement;
  - (ii) damage caused by the porous condition of grout; or
  - (iii) damage caused by a leaking showerbase which has not been fitted with a tray or a waterproof membrane.

We will also pay for exploratory costs reasonably incurred in locating the source of damage subject to a limit of \$500 for any one occurrence, provided that a claim for damage is accepted under this Defined Event 4.

5. **Accidental breakage of:**
  - (a) a telephone handset
  - (b) fixed glass, fixed showerbase, fixed basin, fixed sink, fixed bath, fixed lavatory pan or fixed cistern forming part of Contents
  - (c) mirrors, or glass forming part of furniture (including glass table tops, fixed or unfixed). but **excluding** accidental breakage of
    - (i) a television picture tube or screen;
    - (ii) the picture tube or screen of an electronic visual display unit;
    - (iii) a ceramic or glass cooking top, unless damage was caused by physical impact by an object;
    - (iv) tiles; or
    - (v) glass in a picture frame, a radio set or clock.
6. **Acts of malicious persons or a deliberate or intentional act**, except destruction or damage intentionally caused by:
  - (a) You;
  - (b) a member of Your family ordinarily residing with You;
  - (c) a person acting with the express or implied consent of any one of them; or
  - (d) a Tenant or sub-Tenant, where You are the lessor.

**Note:** The cover granted in respect of Defined Events 1 to 6 inclusive will be entirely suspended for any period in excess of 60 consecutive days during which the Premises are left unfurnished or are not inhabited on an everyday basis unless with Our written consent (excluding the cover granted for lightning or earthquake). This proviso will not apply if the property is being managed as a rental property by a licensed real estate property manager.

7. **Fire or Explosion resulting from acts of Deliberate Damage by a Tenant** to the Building or Contents subject to, and notwithstanding anything contained in the Schedule to a limit of \$50,000 during the currency of any one Lease.

**Provided that** no claim will be admitted until such time as any monies collected under the state legislation applicable to residential tenancies are exhausted.

We may, to the extent permitted by law, refuse to pay a claim if You or Your agent do not take all necessary steps to minimise damage.

8. **Storm** but excluding loss or damage:
  - (a) caused by the sea, tidal wave, tsunami, high-water, Flood (except as provided under Defined Event 9 below) erosion, subsidence or landslide;
  - (b) caused by water seeping or percolating through walls, roofs or floors;
  - (c) resulting from Your failure, or failure by Your property manager, to maintain the property in a good state of repair or failure to fix damage or deterioration; or
  - (d) due to a defect of which You or Your property manager were aware or should reasonably have been aware.
9. **Flood damage** but not exceeding an amount equal to \$1,500.
10. **Impact** by:
  - (a) aircraft or space debris or debris from an aircraft, rocket or satellite;
  - (b) any vehicle (including a waterborne craft) or animal (other than an animal kept on the site or a domestic animal);
  - (c) a falling tree or part of a tree (but excluding loss or damage caused by tree lopping or felling by You or a person acting with Your consent); and
  - (d) television or radio aerials or masts that have broken or collapsed (but excluding damage to the television or radio aerial or masts).
11. **Riot or civil commotion, or acts of:**
  - (a) strikers or locked-out workers or persons taking part in labour disturbances;
  - (b) persons of malicious intent acting on behalf of or in connection with any political organisations; and
  - (c) any lawfully constituted authority in connection with the events specifically referred to in this Defined Event 11 where the resulting loss or damage is directly caused thereby.
12. **Loss of or damage to any part(s) of household electrical machines** (other than radios, televisions, video or sound recording or playing equipment, computers and ancillary equipment and microwave ovens) forming part of Contents caused by the actual burning out of such part(s) by the electrical current therein but **excluding**
  - (i) loss of use, depreciation, wear and tear;
  - (ii) electrical contacts at which sparking or arcing occurs in ordinary working;
  - (iii) lighting or heating elements, fuses or protective devices;
  - (iv) any amount recoverable under a manufacturer's or retailer's guarantee or warranty.

*Each claim under this Defined Event 12 will be reduced by 8% for each full year since the manufacture of the item for which a claim is admitted.*

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## Additional Benefits - Applying to Section 4

**If Your Schedule specifies that You are covered under this Section, then We will also cover You for (subject to the other terms and conditions of the Policy):**

### 1. **Legal Liability:**

Amounts which You, as owner of the Premises, may become legally liable to pay as compensation in respect to any one accident, or series of accidents, arising out of one event or originating cause, that had resulted in:

- (a) death, bodily injury or illness; and/or
  - (b) physical loss of or physical damage to property,
- which occurred at the Premises during the Period of Insurance.

The maximum amount we will pay under this Additional Benefit is up to \$20,000,000 out of any one event.

We will also pay in connection with any such valid claim all legal costs and charges and expenses:

- (i) incurred with Our written consent in the settlement or defence of claims or litigation arising therefrom; and

- (ii) recoverable by any claimant from You or from any other person insured by this Section of the Policy.

**We will not pay for claims under this Additional Benefit 1:**

- (a) arising out of the ownership, possession or use by You of any land or buildings other than those Premises at the risk address shown in the Schedule
- (b) in respect of death, bodily injury or illness to any:
  - (i) member of Your family ordinarily residing with You;
  - (ii) person arising out of or in the course of employment of such person either in the service of You or of any other person insured by this Section of the Policy;
  - (iii) person arising from the transmission of any disease
- (c) in respect of damage to property belonging:
  - (i) to or in the physical or legal control of You or any member of Your permanent household, or
  - (ii) to any person in the service of either You or of any other person insured by this Section of the Policy
- (d) arising out of or in connection with any business or occupation carried on by You or of any other person insured by this Section of the Policy other than that of Landlord
- (e) arising out of or in connection with lifts, mechanically propelled vehicles (other than garden implements used for private purposes) watercraft, aircraft (other than model aircraft) or aircraft landing area
- (f) arising out of alterations, additions, repairs or decorations to the Buildings which exceed a total cost of \$25,000
- (g) arising out of any liability imposed by contract
- (h) for any libel or slander
- (i) arising from a strata title building, however, this exclusion (i) will not apply to Your liability which falls outside the responsibility of the body corporate or strata title company.

If You have effected more than one policy with Us providing insurance in the terms of this Additional Benefit then Our liability under all policies shall not exceed \$20,000,000 in the aggregate in respect of any one accident or series of accidents arising out of one event or originating cause that is/are covered under both this Additional Benefit and any of those Policies.

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## Conditions Applying only to Section 4

### 1. Reinstatement and Replacement Conditions

We will pay the replacement cost of any item of Contents (other than clothing and household linen) lost destroyed or damaged provided that the item is not more than 20 years old at the time of the loss, destruction or damage.

Replacement cost means the cost of replacing or repairing to a condition substantially the same as the condition of the item when new.

**Provided that:**

- (i) this Condition will not apply to Defined Event 12;
- (ii) cover in respect of carpets wall floor and ceiling coverings internal blinds and curtains is restricted to the room or rooms in which loss or damage occurs;
- (iii) all other insurances covering the property are on a similar reinstatement basis;
- (iv) reinstatement or repair is effected without undue delay;
- (v) the property is maintained in good condition; and
- (vi) until a sum equal to the cost of reinstatement or replacement has been actually incurred Our liability will be limited to the present value of the property destroyed or damaged.

### 2. Claims Settlement and Procedure

- (a) If loss or damage or an event occurs which is likely to result in a claim, You must at Your own expense:
  - (i) advise Us immediately of full details of any loss, damage, injury or notice of claim against You;

- (ii) provide Us with all information and evidence We may reasonably require;
  - (iii) take all reasonable precautions to prevent further loss or damage or liability;
  - (iv) immediately inform the police of any actual or attempted malicious damage or theft housebreaking or attempts to commit any of these;
  - (v) give to Us or Our representative, within thirty (30) days of the event, a written statement of the claim and any further information and proof which We may reasonably require.
- (b) Where claims are made against You or any other person insured by the Policy:
- (i) You or such other person must not admit responsibility or offer or agree to settle the claim without Our consent;
  - (ii) We will be entitled to take over and conduct in Your name or such other person any legal proceedings to defend the claim and to seek any legal remedy against other persons;
  - (iii) We will have full discretion in the conduct of negotiations, proceedings and settlement of the claim and You or such other person must give such information and assistance as We may reasonably require.

3. **Excess**

You will bear the amount stated in the Schedule for every claim under Defined Events 1 to 12 inclusive, except in respect of damage to property caused by EARTHQUAKE during any period of 48 consecutive hours, in which case You will bear the first \$200 for every claim.

4. **Total Amount Payable**

The Sum Insured under Section 4 will represent the total amount payable by Us for loss of or damage to Contents caused by any of the Defined Events during any one Period of Insurance. This limitation does not apply to Additional Benefit 1 (Legal Liability) of Section 4 of the Policy.

## Section 5 - Loss of Rent Defined Events

If Your Schedule specifies that You are covered under this Section, We will insure You against loss of rent in the event of the Buildings or Contents being so damaged by any of the Defined Events under Section 4 as to become untenable (subject to the other terms and conditions of the Policy).

Provided that the damage which causes the Premises to become untenable is to the:

- (a) Buildings forming part of a strata title insured by any other policy against the peril which caused the damage,  
or
- (b) Buildings which do **not** form part of a strata title caused by Defined Event 7 under Section 4 - Contents,  
or
- (c) Contents insured by the Policy.

The sum for which We will be liable will be proportionate to the time reasonably necessary for reinstatement not exceeding 12 months. The annual rent is to be taken as the basis of calculation of loss.

## General Exclusions - Applying to all Sections

**The Policy does not cover loss or damage or liability caused by or arising from:**

1. wear and tear or gradual deterioration;
2. animals or birds, however this exclusion will not apply in respect of liability arising from the ownership by You of any animal or bird as a domestic pet;
3. any war whether it has been declared or not, civil war or rebellion;
4. the lawful seizure, confiscation, nationalisation or requisition of Your Premises;
5. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
6. any pollutant or contaminant being discharged or escaping.
7. **Absolute Asbestos Exclusion**  
We will not cover Your legal liability for claims caused by, arising from, or in any way connected with the

existence, at any time, of asbestos.

**8. Cyber Exclusion**

We will not cover Your legal liability for claims caused by, arising from, or in any way connected with the existence, use, operation or maintenance, at any time, of electronic mail, a computer virus or an internet site or other internet-based service, intranet or any website.

**9. Terrorism**

This Policy does not cover loss, liability, injury, illness, death, cost or expense caused by, arising from, or in any way connected with:

- (a) any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive or nuclear pollution or contamination or explosion; or
- (b) An act of controlling, preventing, suppressing, retaliating against, or responding to any act referred to in (a) above

An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- (a) influence a government or any political division within it for any purpose, and/or
- (b) influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

This exclusion takes precedence over any other provision or endorsement of the Policy.

The above Terrorism exclusion will apply to all sections of the Policy, unless otherwise provided for in the Terrorism Insurance Act 2003.

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## General Conditions - Applying to all Sections

**1. Occupancy**

We may, to the extent permitted by law, not pay a claim if Buildings are not:

- (a) used solely for private residential purposes, and
- (b) subject to a Lease.

**2. Property Condition Report**

We may, to the extent permitted by law, not pay for any claim if a Property Condition Report has not been completed and signed by both You (or Your representative) and the Tenant upon commencement of the Lease.

**3. Cancellation**

(a) You may cancel this Policy at any time by telephoning Us. Cancellation by You will be effective from 4pm on the later of the day We receive the cancellation notice or the date specified in the notice.

(b) We have the right to cancel the Policy where permitted by and in accordance with the law. For example, We may cancel this Policy in certain circumstances.

These include:

- \* if You failed to comply with Your Duty of Disclosure, or
- \* where You have made a misrepresentation to Us during negotiations prior to the issue of the Policy, or
- \* where You have failed to comply with a provision of the Policy, including the term relating to payment of premium, or
- \* where You have made a fraudulent claim under the Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You, or
- \* where We agree to accept payment of premium by seven or more periodic instalments and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.

(c) If We decide to cancel the Policy, We will (as relevant) give notice to you personally or to Your last known address. Such notice will be effective from 4pm on the third business day after the day it is given to You, unless it specifies a later date or such earlier time in accordance with the Insurance Contracts Act.

(d) Subject to (e), if You or We cancel the Policy We may deduct a pro rata proportion of the premium for

time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover.

- (e) In the event that You have made a claim under the Policy and We have agreed to pay the full sum insured for Your property no return of premium will be made for any unused portion of the premium.

#### 4. **Claims Settlement and Procedure**

If loss or damage or an event occurs which is likely to result in a claim, You must at Your own expense:

- (i) advise Us immediately of full details of any loss, damage, injury or notice of claim against You;
- (ii) provide Us with all information and evidence We may reasonably require;
- (iii) take all reasonable precautions to prevent further loss or damage or liability;
- (iv) immediately inform the police of any actual or attempted malicious damage or theft housebreaking or attempts to commit any of these; and
- (v) give to Us or Our representative, within thirty (30) days of the event, a written statement of the claim and any further information and proof which We may reasonably require.

#### 5. **Fraudulent Claims**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under the Policy, We will, to the extent permitted by law, refuse payment of such claims.

#### 6. **Cooling-Off Period**

You may return Your Policy (including a renewal) if You are not happy with it. To do so, You must write to St George Underwriting Agency (see details on the front page) asking to return Your Policy. The letter must be received by St. George Underwriting Agency within 30 days of the date We entered into the Policy with You. St. George Underwriting Agency will cancel it from the time that Your notification is received. This does not affect Your cancellation rights in the Policy. However, You cannot return Your Policy if:

- (a) you have exercised any right under the Policy (e.g. a claim has been made) or Your rights have ended (e.g. the Period of Insurance has finished); or
- (b) if it covers an event that will start and end within the 30 day period (e.g. a trip overseas or loading a transportation vehicle) and the event has started.

If You exercise Your cooling off right, We will refund any money that You have paid to Us but We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover.

#### 7. **Subrogation**

- (a) Any person claiming under the Policy shall, at Our request and at Our expense, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Us paying for or making good any destruction or damage under the Policy.
- (b) If We make any recovery as a result of such action, You may only recover from Us any amount by which the amount recovered by Us exceeded the amount paid to You by Us in relation to the loss.

#### 8. **GST Notice**

This Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

##### **Sums insured**

All monetary limits in this Policy may be increased for GST in some circumstances (see below).

##### **Claim settlements – Where We agree to pay**

When We calculate the amount We will pay You, We will have regard to the items below:

- \* Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount. We

will pay the GST amount in addition to the Sum Insured/limit of indemnity or other limits shown in the Policy or in this Schedule. If Your Sum Insured/limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.

- \* Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
- \* Where the Policy insures business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your business that is relevant to Your claim.

#### **Disclosure – Input tax credit entitlement**

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## **Other Information**

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### **Renewal procedure**

Before this Policy expires We will advise You in writing if We are prepared to renew or not by sending a renewal invitation advising the amount payable to renew the Policy.

This document also applies to any offer of renewal We may make, unless We tell You otherwise.

It is important that You check the information shown before renewing each year to satisfy Yourself that the details are correct.

### **Your Duty of Disclosure**

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Before You enter into an insurance contract with Us, the Insurance Contracts Act 1984 requires You to provide Us with the information We need to enable Us to decide whether and on what terms Your proposal for insurance is acceptable and to calculate how much premium is required for Your insurance.

The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time You provide answers or make disclosure and the Relevant Time, You need to tell Us.

The Act imposes a different duty the first time You enter into the Policy with Us to that which applies when You vary, renew, extend, reinstate or replace Your Policy. We set these two duties out below.

#### **Your Duty of Disclosure when You enter into this Policy with Us for the first time**

You will be asked various questions when You first apply for this Policy. When You answer these questions, You must:

- give Us honest and complete answers,
- tell Us everything you know, and
- tell Us everything that a reasonable person in the circumstances could be expected to tell Us.

#### **Your Duty of Disclosure when You vary, renew, extend, reinstate or replace Your Policy.**

When You vary, renew, extend, reinstate or replace the Policy Your duty is to tell Us before the variation, renewal, extension, reinstatement or replacement is made, every matter known to You which:

- You know, or
- a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to insure You and whether any special conditions need to apply to Your Policy.

#### **What You do not need to tell Us for either duty**

You do not need to tell Us about any matter:

- that diminishes Our risk,
- that is of common knowledge,
- that We know or should know as an insurer, or

- that We tell You We do not need to know.

**Who do the above two duties apply to?**

Everyone who is insured under the Policy must comply with the relevant duty.

**What happens if You or they do not comply with either duty?**

If You or they don't comply with the relevant duty, We may cancel the Policy or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed and pay nothing.

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**Privacy Act 1988- Information**

To arrange and manage your insurance, We (in this Privacy notice "We", "Our" and "Us" includes St George Underwriting Agency, authorized representatives and distributors) collect Your personal information directly from You where reasonably practicable or if not, from other sources. We collect it to provide Our various services and products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of Our related companies and alliance partners that may interest You (but you can opt out of this by calling Us). If you do not provide the information We require we may not be able to provide You with this service.

We disclose information to third parties who assist Us in the above (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, Your agents and other persons where required by law). We also provide this information to financiers if We have a relationship or insurance scheme with them under which You purchased Your Policy. We prohibit them from using it for purposes other than those We supplied it for.

Where You provide us with information about another person for the above purposes, You must tell Us if you haven't got their consent to this. If You wish to gain access to your personal information (including to correct or update it), have a complaint about a breach of Your privacy or You have any query on how your personal information is collected or used, or any other query relating to privacy, contact us on (08) 9317 8400 EST 8am-6pm, Monday to Friday.

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**Dispute resolution process – helping You solve any problems**

Complaints or disputes are not an everyday occurrence. We strive to do things the right way and keep Our customers satisfied. Sometimes though, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide You with an opportunity for an unbiased review of the issue.

**Here's what to do if a complaint or dispute arises**

Regardless of whether the complaint or dispute involves Our staff, or those of St. George Underwriting Agency, an agent, loss adjuster, assessor, investigator or the service We provide, simply call St. George Underwriting Agency on the telephone number provided on the front cover of this document and speak to one of their customer service officers and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute, if they are unable to do so they will log it and refer it to Our appropriate department manager for resolution. Within Our organisation We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, expedite and monitor complaints received from clients and customers about Our services and products. A staff member involved in the complaints and disputes resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

**If You are not satisfied with the outcome of this process**

If We are unable to resolve the complaint or dispute We will offer You the option of referring the matter to the insurance industry's external independent complaints scheme (see contact details below) subject to eligibility.

The Financial Ombudsman Service Limited

Local call: 1300 78 08 08

Post: GPO Box 3, Melbourne, Victoria 3001

**If this insurance has been issued through an insurance intermediary**

If Your Policy has been issued through an agent of **St. George Underwriting Agency** then they are acting as Our agent and not as Your agent.

If Your Policy has been issued through a broker then the broker is acting as Your agent.

Where the Policy has been arranged through an intermediary a commission is payable by **St. George Underwriting Agency** to them for arranging the insurance. This commission is paid to the intermediary from the commission **St. George Underwriting Agency** receives from Allianz.

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## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry through promoting better communication between insurers and customers and outlining a standard of practice and service to be met by insurers.

We keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the front cover of this document.

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## Financial Claims Scheme

In the unlikely event Allianz were to become insolvent and could not meet its obligations under the Policy, a person entitled to claim under the Policy may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria and for more information see APRA's website at <http://www.apra.gov.au> or contact the APRA hotline on 1300 55 88 49.