

# Landlord Insurance

Product Disclosure Statement  
and Policy Booklet



RACV Landlord Insurance is issued by Insurance Manufacturers of Australia Pty Limited  
ABN 93 004 208 084 AFS Licence No. 227678 of 388 George Street Sydney NSW 2000.

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This Product Disclosure Statement and Policy Booklet (PDS) was prepared on 19 April 2018.  
The information in this PDS is current at that date. From time to time, we may include more  
up-to-date information in the PDS that is not materially adverse without notifying you. You  
can get more up-to-date information by calling 13 RACV (13 7228) or visiting [racv.com.au](http://racv.com.au).  
If you ask us for any updates, we will give you a paper copy. If we need to, we will issue a  
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# A message to RACV members from RACV Insurance.

Every year over 1,000,000 Victorians choose RACV Insurance. And it's no wonder. After all, RACV Insurance sets out to offer excellent value for money and the very best in service.

With RACV Landlord Insurance, claims assistance is available 24 hours a day, 7 days a week, just call 13 19 03.

Of course, another great reason to choose RACV Insurance is that you automatically become an RACV member. RACV is, first and foremost, a membership organisation. So everything RACV does is for the benefit of members. Every one of RACV's 2.1 million members receives access to a wide range of benefits.

A good example of this is the Years of Membership Benefits program which rewards loyalty with discounts on a range of products and services, including an annual discount on RACV Landlord Insurance. You don't have to wait long to start saving, only 5 years, and RACV's Years of Membership Benefit increases the longer you remain a member.

The benefits of RACV membership don't end there. RACV members save 25% off full accommodation rates, all year round at seven resorts located in Victoria, Queensland and Tasmania. You'll also save by accessing special offers with participating organisations through the RACV Show Your Card & Save program and receive discounts on a wide variety of products and services at RACV shops.

RACV is committed to representing members' interests in areas such as road safety and mobility.

It's all part of RACV's promise to be there for every member every day.



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# Landlord Insurance at a glance – quick summary

Here's a summary of the key details about Landlord Insurance. In this Product Disclosure Statement and Policy Booklet (PDS), we set out the full details about your cover and any limits, exclusions and conditions that may apply.

## Who we cover

### Under your policy, we cover:

- You – which means all of the people named as the insured on your current Certificate of Insurance.

## Type of Insurance

### You can choose from these 3 types of insurance:

- Buildings and Contents Insurance (covers both your rental property and contents, and loss of rental income).
- Buildings Insurance (covers your rental property and loss of rental income).
- Contents Insurance (covers your contents and loss of rental income).

## What we insure

page 15

### Your rental property:

- domestic residential buildings at your site
- home improvements and fixtures.

page 15

### Your contents:

- items that you own and leave at your rental property for your tenants' use.

## What we pay

page 59

### For Buildings Insurance:

- cost to repair or rebuild your rental property up to the Buildings sum insured.
- costs covered under 'other benefits'.

page 62

### For Contents Insurance:

- cost to repair or replace the contents up to the Contents sum insured
- cost covered under 'other benefits'.

## What you're covered for

page 21

### Listed events:

- we cover loss or damage to your rental property and/or contents caused by certain events – for example, fire, theft, storm and earthquake.

page 35

### Other benefits:

- we cover other costs you may incur in certain situations – for example, loss of rent and rebuilding fees.

page 45

### Liability cover:

- we cover claims made against you for death or injury to another person and for loss or damage to someone else's property.

# Key features and benefits of Landlord Insurance

This table summarises your cover. In this PDS, we set out the full details about your cover, any limits, exclusions and conditions that may apply.

What you're covered for	Buildings Insurance	Contents Insurance
<b>Listed events</b>	✓	✓
	Animal damage	✓
	Broken glass – buildings	✗
	Broken glass – contents	✓
	Burnout of electric motors – fusion	✓
	Damage by tenants	✓
	Earthquake	✓
	Explosion	✓
	Fire	✓
	Flood*	✓
	Impact damage	✓
	Lightning	✓
	Rainwater run-off*	✓
	Rent default	✓
	Riots or civil commotion	✓
	Storm	✓
	Storm Surge*	✓
	Theft or attempted theft – by a tenant or their guest	✓
	Theft or attempted theft – by someone else	✓
	Tsunami	✓
	Vandalism or a malicious act – by someone else	✓
	Water and oil leaks	✓

\*Unless you have chosen to remove Flood, Rainwater run-off or Storm surge – see pages 26, 28 and 31.

What you're covered for		Buildings Insurance	Contents Insurance
<b>Other benefits</b>	Building materials	✓	✗
	Demolishing and removing debris	✓	✗
	Fixtures for landlords – strata scheme	✗	✓
	Furniture and furnishings – non strata scheme	✓	✗
	Furniture and furnishings – strata scheme with no active Owners' corporation	✓	✗
	Keys and locks	✓	✓
	Locating the cause of damage	✓	✗
	Loss of rent during repairs	✓	✗
	Loss of rent during repairs – strata scheme	✗	✓
	Meeting building regulations	✓	✗
	Mortgagee discharge costs	✓	✗
	Rebuilding fees	✓	✗
	Removal of tenants' possessions	✓	✓
<b>Liability cover</b>	✓	✓	

# Table of contents

## 1 Key details about your policy 8

---

<b>Our agreement with you</b>	<b>9</b>
- Your contract	9
- Receiving your policy documents	9
- Limits, exclusions and conditions	10
- Sum insured	10
- Your premium	11
- 21 day cooling-off period	13
- Assigning rights and appointing a representative	13
- Governing law and GST	13

## 2 Buildings and contents we insure 14

---

<b>The buildings we insure</b>	<b>15</b>
- Buildings we don't insure	15
<b>The types of contents we insure</b>	<b>15</b>
- Maximum amounts we pay for some contents	16
- Contents we don't insure	17
- Where we insure your contents	18
- Limits that apply at certain locations	18
- At your rental property – inside	19
- At your rental property – in the open air at your site	19

## 3 What your rental property and contents covers 20

---

<b>The events we cover</b>	<b>21</b>
- Animal damage	22
- Broken glass – buildings	22
- Broken glass – contents	23
- Burn out of electric motors – fusion	23
- Damage by tenants	24
- Earthquake	24
- Explosion	25
- Fire	25
- Flood	26
- Impact damage	27
- Lightning	27
- Rainwater run-off	28
- Rent default	29
- Riots or civil commotion	29
- Storm	30
- Storm surge	31
- Theft or attempted theft – by a tenant or their guest	32
- Theft or attempted theft – by someone else	32
- Tsunami	33
- Vandalism or a malicious act – by someone else	33
- Water and oil leaks	34
<b>Other benefits</b>	<b>35</b>
- Building materials	36
- Demolishing and removing debris	36
- Fixtures for landlords – strata scheme	37
- Furniture and furnishings – non strata scheme	37
- Furniture and furnishings – strata scheme with no active Owners' corporation	38



– Keys and locks	38	<b>How we settle certain things</b>	<b>63</b>
– Locating the cause of damage	39	– Deducting 4 times weekly rent amount	63
– Loss of rent during repairs	39	– Rent default	63
– Loss of rent during repairs – strata scheme	40	– Matching materials	63
– Meeting building regulations	41	– Carpet, vinyl, tiles or floorboards	63
– Mortgagee discharge costs	41	– Pairs or sets	63
– Rebuilding fees	42	– Damaged or recovered property	64
– Removal of tenants' possessions	42	<b>Businesses registered for GST</b>	<b>64</b>
		<b>Recovery actions</b>	<b>64</b>
		– Recovery action by us	64
		– Recovery action by you	66
		<b>How we pay claims – some examples</b>	<b>67</b>
		– Example claim 1: Repairing your rental property	67
		– Example claim 2: Replacing your contents	67
		– Example claim 3: Your rental property and contents are totally destroyed	68
		– Example claim 4: Rent default	68
		– Example claim 5: Repairing your rental property – loss of rent	69
		– Example claim 6: Liability claim at your rental property	69
<b>4 Liability cover</b>	<b>44</b>		
<b>Liability cover</b>	<b>45</b>		
– What happens when you make a liability claim	47		
<b>5 General exclusions and your responsibilities</b>	<b>48</b>		
<b>General exclusions for all covers and benefits</b>	<b>49</b>		
<b>Your responsibilities</b>	<b>52</b>		
<b>6 Claims and what we pay</b>	<b>55</b>		
<b>Making a claim</b>	<b>56</b>		
<b>Excesses</b>	<b>58</b>		
<b>What we pay for – Buildings Insurance</b>	<b>59</b>		
– The most we pay	59		
– How we settle your buildings claim	59		
– Lifetime guarantee	60		
– Credit providers' rights	61		
<b>What we pay for – Contents Insurance</b>	<b>62</b>		
– The most we pay	62		
– How we settle your contents claim	62		
– What happens after we pay the sum insured	62		
		<b>7 Other information you need to know</b>	<b>70</b>
		<b>Changes to your policy</b>	<b>71</b>
		– Changes you can make	71
		– Changes we can make	72
		<b>How to resolve a complaint or dispute</b>	<b>74</b>
		<b>Privacy of your personal information</b>	<b>75</b>
		<b>General Insurance Code of Practice</b>	<b>76</b>
		<b>Financial Claims Scheme</b>	<b>76</b>
		<b>Aussie Assist 13 19 03 – 24 hour assistance</b>	<b>77</b>
		<b>Definitions</b>	<b>78</b>

# Key details about your policy

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## Words with special meaning

Some words in this Product Disclosure Statement (PDS) have special meaning – see the Definitions on pages 78 to 81.

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# Our agreement with you



Key details  
about your  
policy

## Your contract

Your policy is a contract between you and us and is made up of:

- your current Certificate of Insurance
- this Product Disclosure Statement and Policy Booklet (PDS), and
- any applicable Supplementary PDS.

## More than one insured

If there's more than one insured, then anything that any insured says, does or omits to do, will apply to all of the insureds.

Also, each insured can act on behalf of all the insureds as their agent.

## Certificate of Insurance

Your current Certificate of Insurance shows the type(s) of insurance and the amount of insurance you have chosen.

## Receiving your policy documents

You may choose to receive your policy documents:

- electronically – that is, by email, or
- by post.

If we send your policy documents by email, we will send them to the email address you last gave us. Any policy documents we send to your email address will be considered to have been received by you 24 hours from when we send them.

If we send your policy documents by post, we will send them to the mailing address you last gave us.

You are responsible for making sure the email and mailing address we have for you is up-to-date. It is important that you tell us of any change to your email or postal address – see 'You change your contact details' on page 71.

## Limits, exclusions and conditions

Limits, exclusions and conditions apply to the cover you have chosen:

- throughout this PDS, we set out any specific limits, exclusions and conditions with the cover they apply to
- on pages 49 and 51, we set out the general exclusions that apply to all covers and benefits under your policy, and
- on pages 52 and 54, we set out your responsibilities when you are insured with us.

## Special conditions

We may impose special conditions on your policy that may exclude, restrict or extend cover for a person or a particular matter. For example, we may not cover you for some incidents like a bushfire, storm or flood if they cause loss or damage during a specific period which is also known as an embargo period.

Your current Certificate of Insurance shows any special conditions that apply to your policy.

## Sum insured

Your current Certificate of Insurance shows the amount of insurance you have under your policy as your:

- Buildings sum insured, and/or
- Contents sum insured.

Make sure you insure your buildings and contents for their full replacement value. To help you estimate the full replacement value, visit our website at [racv.com.au](http://racv.com.au).

Each year your policy renews, we automatically increase your Buildings sum insured and Contents sum insured to account for inflationary trends.

In your offer of renewal, we show you the new sum(s) insured that will apply during the next policy period.

## Buildings sum insured

The Buildings sum insured is the amount of insurance you choose to cover your rental property.

We insure certain types of buildings – see page 15.

## Contents sum insured

The Contents sum insured is the amount of insurance you choose to cover your contents.

If we replace an item that is part of your contents, we will replace it with a new one. This is known as 'new for old'.

We insure certain types of contents – see page 16.

## Your premium

In return for paying your premium, we provide the cover you have chosen.

Your premium is based on the likelihood of a claim being made under your policy for an incident that occurs during the policy period. When we work out your premium, we look at a range of factors including:

- your address
- the amount your buildings and contents are insured for
- the construction materials of your rental property and roof.

For more information about how we work out your premium, the excesses that may apply to your policy and any discounts you may be eligible for, see our Premium, Excess & Discounts Guide.

To get a copy of our Premium, Excess & Discounts Guide:



Visit  
[racv.com.au/  
landlordped](http://racv.com.au/landlordped)



Call  
13 RACV  
(13 7228)



Visit  
an RACV shop

## Paying your premium

You must pay your premium on time. You can pay your premium:

- annually in one lump sum, or
- in monthly instalments by direct debit from an account or credit card you nominate (if we offer this option to you).

Your current Certificate of Insurance shows the amount you need to pay and the due date for your annual premium or for each monthly instalment.

If you pay annually, you can pay through any of these ways:



Go to [racv.com.au/payments](https://racv.com.au/payments) and have your credit card ready



Contact your financial institution to arrange payment from your account



Call 13 RACV (13 7228) and have your credit card ready



Pay by cash, EFTPOS, cheque, or credit card at any RACV shop or Australia Post Office



Send your cheque or credit card details to the address shown on your notice

## What happens if you don't pay on time

When you take out insurance, you need to pay your annual premium or first monthly instalment by the due date. If you don't pay on time, then we will cancel your policy.

A monthly instalment is unpaid if it can't be deducted from your nominated account or credit card.

If an ongoing monthly instalment is unpaid for:

- 14 days or more after its due date, then we will refuse a claim for incidents that take place after that time
- 30 days after its due date, then we will automatically cancel your policy on the 31st day without giving you notice.



## 21 day cooling-off period

You can tell us to cancel your policy within 21 days from:

- the date we issue your policy – for example, if you call us on 3 May to set up a new policy from 10 May, then your 21 day cooling-off period starts from 3 May as that's when we issued your policy
- the start date of the policy period that applies when you renew your policy.

If you tell us to cancel your policy within those times, we'll refund the premium you paid us in full. However, we can only do that if you haven't made a claim on your policy.

## Assigning rights and appointing a representative

### Assigning your rights

You must not assign any benefits, rights or obligations under your policy unless you get our written consent first.

### Appointing someone to represent you

If you want to appoint someone to represent you, then you need to tell us and we need to agree. For example, you ask someone to manage your policy or a claim. For more details about who you can appoint to manage your claim, such as a repairer, see page 54.

## Governing law and GST

### Governing law

This contract is governed by the law of the Australian State or Territory that your rental property is located in.

### GST

All dollar values described in your policy include GST, unless we say they don't.

# Buildings and contents we insure

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We insure certain types of buildings and/or contents. This section describes:

- The buildings we insure.
- The types of contents we insure.
- Where we insure your contents.

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Full details about what we insure are set out in this PDS.

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# The buildings we insure

Under Buildings Insurance, we cover loss or damage to your rental property building(s) that you own.

## Your rental property

Your rental property buildings include:

- domestic residential buildings at your site that can be locked up
- home improvements at your site – for example, garage, carport or in-ground pool
- fixtures or items permanently attached or fixed to your rental property – for example, carpets, light fixtures, built in wardrobes, kitchen cupboards and floating floorboards.

To see how we define key words like 'rental property' and 'fixtures', see pages 78 to 81

## Buildings we don't insure

We don't insure:

- boarding houses or hostels
- hotels or motels
- commercial buildings
- exhibition or display home properties
- commercial farm buildings, or
- buildings under construction.

If you are not sure whether your rental property is any of these, call us on 13 RACV (13 7228). We will refuse a claim and cancel your policy if your rental property is or becomes any of these things.

# The types of contents we insure

## Your contents

Items that are not permanently attached or fixed to the structure of your rental property that you:

- own, or
- are responsible for as part of a written employment contract or a hire or lease agreement (except a tenancy agreement).

Contents are the items you leave at your rental property for your tenants' use and include:

- furniture and furnishings
- carpets
- electrical items not permanently attached to your rental property.

## Rental property under strata scheme

If your rental property is part of a strata scheme, then under Contents Insurance we also cover your fixtures that are permanently attached to your rental property.

However, we only cover these fixtures when they are not insured by the Owners' corporation.

When you make a claim, we may ask you to provide proof of ownership and value for an item – for example, a receipt, valuation or photograph

## Maximum amounts we pay for some contents

When certain items are part of your contents, we limit how much we pay for them.

For example, if a fire in your rental property damages your television that is valued at \$2,500, we will only pay you \$2,000.

### Table 2.1 – Types of contents we insure

This table shows the maximum amount we'll pay for some contents.

We do not limit items that are not shown here – for example your lounge or dining suite.

Items we limit	The most we pay
Lawnmower	\$500 in total
Television	\$2,000 in total
Stereo and entertainment systems including game consoles	\$2,000 in total
Other electrical items excluding whitegoods	\$2,000 in total

## Contents we don't insure



### Buildings and contents we insure

We don't insure:

- loose or unset gemstones
- plants, trees or shrubs growing in the ground
- grass, rocks and soil on your site
- building materials or items at your site that are due to be fitted to your rental property (we provide limited cover for those items under Buildings Insurance – see page 36)
- animals
- computers and their equipment
- clothes and personal effects
- collections of any kind
- gold or silver items
- jewellery and watches
- money
- negotiable documents
- photographic equipment
- personal handheld electronic devices – for example, mobile phones and PDAs
- sporting equipment
- tools of trade
- works of art
- goods kept for sale, distribution, on display, exhibition or on consignment
- stock used in any trade, business or profession
- watercraft, sailboards and non motorised surf skis including paddle boards
- trailers, caravans, aircraft or aerial devices
- vehicles including:
  - motor vehicles
  - motorcycles, or
  - ride-on vehicles except for ride-on lawn mowers that your tenant uses to mow the lawn.

## Where we insure your contents

One of the things that affects what we pay for your contents is where your contents are when the loss or damage takes place.

Table 2.2 shows the locations where we insure your contents.

**Table 2.2 – Where we insure your contents**

Location of contents	Contents Insurance
At your rental property – inside	✓
At your rental property – In the open air at your site	✓

## Limits that apply at certain locations

We insure your contents when they are:

- at your rental property – inside
- at your rental property – in the open air at your site.

We limit what we pay for your contents depending on where they are when the loss or damage takes place.



## **At your rental property – inside**

We cover your contents when they are inside your rental property.

### **Covered**

- contents inside rental property.

## **At your rental property – in the open air at your site**

We cover some of your contents when they are in the open air at your site.

### **Covered**

- contents in the open air at your site.

The most we will pay is 20% of the Contents sum insured.

# What your rental property and contents covers



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We cover loss or damage to your rental property, contents or both. This section describes:

- The events we cover.
- Other benefits.

The table on the next page summarises your cover. Full details about your cover are set out in this PDS.

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In this section, we outline what you're covered for and any specific limits, exclusions and conditions that apply to your cover.

General exclusions also apply. If you don't meet your responsibilities, you may put your claim or cover at risk – see Section 5.

How we settle a claim is set out in Section 6.

---

# The events we cover

3

What your rental property and contents covers

We cover loss or damage to your rental property and/or contents when certain things happen during the policy period. These are known as 'listed events'.

We cover all of the listed events shown in Table 3.1 under:

- Buildings Insurance
- Contents Insurance.

**Table 3.1 – Listed events**

Listed Events	Buildings Insurance	Contents Insurance	Page
Animal damage	✓	✓	22
Broken glass – buildings	✓	✗	22
Broken glass – contents	✗	✓	23
Burn out of electric motors – fusion	✓	✓	23
Damage by tenants	✓	✓	24
Earthquake	✓	✓	24
Explosion	✓	✓	25
Fire	✓	✓	25
Flood*	✓	✓	26
Impact damage	✓	✓	27
Lightning	✓	✓	27
Rainwater run-off*	✓	✓	28
Rent default	✓	✓	29
Riots or civil commotion	✓	✓	29
Storm	✓	✓	30
Storm surge*	✓	✓	31
Theft or attempted theft – by a tenant or their guest	✓	✓	32
Theft or attempted theft – by someone else	✓	✓	32
Tsunami	✓	✓	33
Vandalism or a malicious act – by someone else	✓	✓	33
Water and oil leaks	✓	✓	34

\* Unless you have chosen to remove Flood, Rainwater run-off or Storm surge – see pages 26, 28 and 31.

## Animal damage

✓ **Buildings Insurance**    ✓ **Contents Insurance**

If loss or damage is caused by an animal not kept at your site.

### Covered

- loss or damage caused by animals not kept at your site.

### Not covered

- loss or damage caused by:
  - vermin and insects
  - birds pecking, scratching or biting.

## Broken glass – buildings

✓ **Buildings Insurance**    ✗ **Contents Insurance**

If any item shown here is unintentionally broken and has a fracture that extends through its entire thickness.

### Covered under Buildings Insurance

- glass panels in fixtures
- cooktop or oven door
- vitreous china or acrylic or fibreglass fixed shower base, bath, spa bath, basin, sink, toilet, bidet or sanitary fixtures
- the reasonable cost to reconnect any electrical components to the item.

### Not covered

- an item that broke because heat was directly applied to it
- glass in a greenhouse or glasshouse
- water or sewerage pipes
- any loss or damage caused by the broken item.



## Broken glass – contents

✗ Buildings Insurance    ✓ Contents Insurance

If fixed glass in an item shown here is unintentionally broken and has a fracture that extends through its entire thickness.

### Covered under Contents Insurance

- fixed glass in:
  - your furniture, including outdoor furniture
  - a light fitting
  - a mirror or picture
- damage that is caused to the frame of a broken mirror or picture
- the reasonable cost to reconnect any electrical components to the item.

### Not covered

- glass that is in a TV, radio or computer equipment
- any loss or damage caused by the broken item.

## Burn out of electric motors – fusion

✓ Buildings Insurance    ✓ Contents Insurance

If an electric motor burns out at your rental property, we cover your electric motors for up to 15 years from when they were made.

### Covered under Buildings Insurance

- an electric motor that burns out and is part of your rental property – for example, in a ducted air conditioning unit
- costs for the service call, parts and labour charges.

### Covered under Contents Insurance

- an electric motor that burns out and is part of your contents – for example, in a washing machine or fridge
- costs for the service call, parts and labour charges.

### Not covered

- an electric motor that:
  - is covered by a warranty, or
  - is used for a business, trade or profession, or
  - you don't keep at the site
- we don't pay to remove or re-install submerged or underground motors.

We cover  
your electric  
motors for up  
to 15 years  
from when they  
were made

## Damage by tenants

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by a tenant or their guest.

### Covered

- any damage caused by a tenant or their guest or a pet kept at the site, including:
  - vandalism or a malicious act
  - intentional and deliberate damage
  - unauthorised alterations
  - contamination caused by the manufacture, storage, or distribution of illegal drugs

less 4 times the weekly rent amount that is shown on your written rental agreement.

### Not covered

- loss or damage caused by a tenant or their guest or a pet kept at the site if we previously paid a claim under the same tenancy for:
  - rent default
  - theft or attempted theft by a tenant or their guest, or
  - damage by tenant.

### Conditions

- you must have a written rental agreement that states the:
  - term of the rental period, and
  - amount of rent and bond your tenant needs to pay.

## Earthquake

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by an earthquake.

### Covered

- earthquake
- landslide or subsidence that happens immediately as a direct result of an earthquake.

## Explosion

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by an explosion and there is physical evidence of the explosion.

### Covered

- explosion
- landslide or subsidence that happens immediately as a direct result of an explosion.

### Not covered

- the item that exploded.

## Fire

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by a fire.

### Covered

- fire
- bushfire.

### Not covered

- if the fire was started with the intention to cause damage by:
  - you or someone who enters your rental property or site with your consent (this does not include a tenant or their guest)
- loss or damage which results from scorching or melting where there was no flame.

# Flood

✓ **Buildings Insurance**    ✓ **Contents Insurance**

If loss or damage is caused by a flood.

For example, damage caused when heavy or sustained rainfall causes a river or creek near you to overflow.

## Covered

- flood
- landslide or subsidence that happens immediately as a direct result of flood.

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

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

## Not covered

- loss or damage to:
  - retaining walls
  - gates, fences or free standing walls if they are not structurally sound or well maintained
  - pontoons, jetties or bridges
  - gravel driveways
  - swimming pool/spa covers that are more than 5 years old
- loss or damage caused by actions of the sea.

## Conditions

- if we have identified your rental property is at risk of flooding, you may choose to remove this cover. If you do that and we agree, we will also remove cover for storm surge and rainwater run-off cover.

We will charge you a lower premium and your Certificate of Insurance will show that you don't have cover for flood, storm surge or rainwater run-off.

## Impact damage

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by an item shown here.

### Covered under Buildings Insurance and Contents Insurance

- loss or damage caused by the impact of:
  - external aerials, masts, flagpoles or satellite dishes
  - aircrafts, vehicles or watercrafts
  - debris from space, aircrafts, rockets or satellites
  - trees or branches.

### Covered under Buildings Insurance

- if a tree on your site causes loss or damage to your rental property and we agree it needs to be removed, then we pay the costs to:
  - cut down and remove the tree
  - treat the stump so it doesn't grow.

### Not covered

- loss or damage caused by tree cutting, lopping or felling on your site
- costs to remove the stump
- costs to cut down or remove a tree if it didn't cause any damage to your rental property or contents.

## Lightning

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by lightning.

### Covered

- lightning
- power surge only as a result of lightning.

## Rainwater run-off

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by rainwater run-off.

For example, heavy rain causes a build up of water in the street gutters and the water enters your rental property.

### Covered

- rainwater run-off
- landslide or subsidence that happens immediately as a direct result of rainwater run-off.

### Not covered

- loss or damage to:
  - retaining walls
  - gates, fences or free standing walls if they are not structurally sound or well maintained
  - pontoons, jetties or bridges
  - gravel driveways
  - swimming pool/spa covers that are more than 5 years old
- loss or damage caused by actions of the sea.

### Conditions

- if we have identified your rental property is at risk to rainwater run-off, you may choose to remove this cover. If you do that and we agree, we will also remove cover for flood and storm surge cover.

We will charge you a lower premium and your Certificate of Insurance will show that you don't have cover for flood, storm surge or rainwater run-off.

'rainwater run-off' is rainwater that flows over normally dry ground due to excessive rainfall in your local area

## Rent default

✓ Buildings Insurance    ✓ Contents Insurance

If your tenant defaults on their rent payments during the term of the rental agreement. That is, when your tenant:

- stops paying rent
- passes away, or
- leaves without giving you notice.

### Covered

- the amount of rent in default less these deductions:
  - 4 times the weekly rent amount that is shown in your written rental agreement, and
  - the rent default excess
- legal costs directly related to recovering the rent owed to you.

The most we pay for each rental agreement is \$10,000 for rent default and \$10,000 for legal costs.

For one incident, you can only claim rent default under Buildings Insurance or Contents Insurance – you can't claim under both.

The 4 weeks  
rent amount  
we deduct from  
your claim  
is designed  
to equal an  
average bond

### Not covered

- if we previously paid a claim under the same tenancy for:
  - rent default
  - theft or attempted theft by a tenant or their guest, or
  - vandalism or a malicious or intentional act by a tenant or their guest
- if your tenant is behind in rent payments before your policy starts.

### Conditions

- you must have a written rental agreement that states the:
  - term of the rental period, and
  - amount of rent and bond your tenant needs to pay.

## Riots or civil commotion

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by a riot or civil commotion.

### Covered

- riot, civil commotion, industrial or political disturbance.

# Storm

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by a storm.

## Covered

- violent wind, cyclone or tornado
- rain, thunderstorm, hail or snow
- landslide or subsidence that happens immediately as a direct result of a storm.

## Not covered

- loss or damage to:
  - retaining walls
  - gates, fences or free standing walls if they are not structurally sound or well maintained
  - pontoons, jetties or bridges
  - gravel driveways
  - swimming pool/spa covers that are more than 5 years old
- loss or damage caused by:
  - water which enters your rental property through any tarpaulins or fixings set up while you're renovating or altering your rental property
  - actions of the sea
  - flood (refer to 'Flood' cover on page 26)
  - rainwater run-off (refer to 'Rainwater run-off' cover on page 28)
  - storm surge (refer to 'Storm surge' cover on page 31).



## Storm surge

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by storm surge.

For example, the wind from a cyclone causes sea levels to rise higher than normal and the water enters your rental property.

### Covered

- storm surge
- landslide or subsidence that happens immediately as a direct result of a storm surge.

### Not covered

- loss or damage to:
  - retaining walls
  - gates, fences or free standing walls if they are not structurally sound or well maintained
  - pontoons, jetties or bridges
  - gravel driveways
  - swimming pool/spa covers that are more than 5 years old
- loss or damage caused by actions of the sea.

### Conditions

- if we have identified your rental property is at risk to storm surge, you may choose to remove this cover. If you do that and we agree, we will also remove cover for flood and rainwater run-off cover.

We will charge you a lower premium and your Certificate of Insurance will show that you don't have cover for flood, storm surge or rainwater run-off.

3

What your  
rental property  
and contents  
covers

'storm surge'  
is an increase  
in sea level  
that occurs  
because of an  
intense storm  
or cyclone

## Theft or attempted theft – by a tenant or their guest

✓ **Buildings Insurance**    ✓ **Contents Insurance**

If loss or damage is caused by a theft or attempted theft by a tenant or their guest.

### Covered

- theft or attempted theft by a tenant or their guest
- the loss or damage caused

less 4 times the weekly rent amount that is shown in your written rental agreement.

### Not covered

- theft or attempted theft by a tenant or their guest if we previously paid a claim under the same tenancy for:
  - rent default
  - theft or attempted theft by a tenant or their guest, or
  - damage by tenant.

### Conditions

- you must have a written rental agreement that states the:
  - term of the rental period, and
  - amount of rent and bond your tenant needs to pay.

## Theft or attempted theft – by someone else

✓ **Buildings Insurance**    ✓ **Contents Insurance**

If loss or damage is caused by a theft or attempted theft by someone other than a tenant or their guest.

### Covered

- theft or attempted theft by someone other than a tenant or their guest.

### Not covered

- theft or attempted theft by someone who enters your rental property or site with your or your tenant's consent.

## Tsunami

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by tsunami.

### Covered

- tsunami.

## Vandalism or a malicious act – by someone else

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by vandalism or a malicious act by someone other than a tenant or their guest.

### Covered

- vandalism or a malicious act by someone other than a tenant or their guest.

### Not covered

- vandalism or a malicious act by someone who enters the rental property or site with your or your tenant's consent.

## Water and oil leaks

✓ Buildings Insurance    ✓ Contents Insurance

If loss or damage is caused by water or oil leaking or escaping from an item shown here.

### Covered

- water leaking or escaping from:
  - house gutters, drainpipes or pipes
  - sanitary fixtures – for example, baths or toilets
  - appliances – for example, washing machines or dishwashers
  - waterbeds
  - aquariums
  - water tanks, or
  - swimming pools
- oil leaking from a fixed heating system or sealed portable heater
- costs to locate the cause of damage (if we agree to pay these costs before you make any arrangements).

### Not covered

- water leaking or escaping from a shower recess or shower base
- costs to repair or replace the item that the water or oil leaked or escaped from.

# Other benefits

3

What your rental property and contents covers

We may also provide 'other benefits' that are set out in this section for your rental property or contents.

Table 3.2 shows the other benefits we give you and the type of policy the benefits apply to.

You can make a claim for other benefits when a listed event happens during the policy period and causes loss or damage to your rental property or contents and we agree to pay for that loss or damage.

## Other benefits and your sum insured

Your Buildings sum insured or Contents sum insured is the most we'll normally pay when you make a claim.

However, for these items, we'll pay on top of your sum insured:

- Loss of rent during repairs
- Loss of rent during repairs – strata scheme
- Mortgagee discharge costs.

Table 3.2 – Other benefits

Other benefits	Buildings Insurance	Contents Insurance	Page
Building materials	✓	✗	36
Demolishing and removing debris	✓	✗	36
Fixtures for landlords – strata scheme	✗	✓	37
Furniture and furnishings – non strata scheme	✓	✗	37
Furniture and furnishings – strata scheme with no active Owners' corporation	✓	✗	38
Keys and locks	✓	✓	38
Locating the cause of damage	✓	✗	39
Loss of rent during repairs	✓	✗	39
Loss of rent during repairs – strata scheme	✗	✓	40
Meeting building regulations	✓	✗	41
Mortgagee discharge costs	✓	✗	41
Rebuilding fees	✓	✗	42
Removal of tenants' possessions	✓	✓	42

## Building materials

✓ **Buildings Insurance**    ✗ **Contents Insurance**

If you're renovating or altering your rental property and a listed event causes loss or damage to your building materials at your site.

### Covered under Buildings Insurance

- building materials – for example, bricks, tiles or timber
- items that are due to be fitted to your rental property – for example, an oven or dishwasher.

The most we will pay for these items is up to \$1,000 during the policy period.

### Not covered

- sand, gravel or soil (we don't classify them as building materials).

## Demolishing and removing debris

✓ **Buildings Insurance**    ✗ **Contents Insurance**

If a listed event causes loss or damage to your rental property and we agree you need to demolish part or all of your rental property or remove any debris.

### Covered under Buildings Insurance

- costs to demolish and remove debris
- costs to make your site safe – for example, the costs to install a temporary fence around the damaged area.

### Conditions

- we must agree to pay the costs before you make any arrangements.

## Fixtures for landlords – strata scheme

✗ **Buildings Insurance**    ✓ **Contents Insurance**

If your rental property is under a strata or similar scheme and a listed event causes loss of damage to fixtures shown here.

### Covered under Contents Insurance

- the following fixtures:
  - built-in furniture and cupboards
  - stoves
  - hot water services
  - shower screens
  - paint and wallpaper
  - built-in air-conditioner
  - fixed awnings
  - solar panels
  - floating floorboards.

### Not covered

- items that are:
  - covered by an insurance policy taken out by an Owners' corporation or similar body, or
  - part of common property
- loss or damage caused intentionally by:
  - you or
  - someone (other than your tenant) who enters your rental property or site with your consent.

## Furniture and furnishings – non strata scheme

✓ **Buildings Insurance**    ✗ **Contents Insurance**

If your rental property is not under a strata or similar scheme and a listed event causes loss or damage to the items shown here.

### Covered under Buildings Insurance

- up to 10% of the Buildings sum insured to repair or replace your furniture, furnishings or carpets in your rental property for tenants' use.

### Not covered

- loss or damage caused intentionally by:
  - you or someone (other than your tenant) who enters your rental property or site with your consent
- electrical items – for example, TVs and stereos (we don't consider them as furniture).

## Furniture and furnishings – strata scheme with no active Owners' corporation

✓ Buildings Insurance    ✗ Contents Insurance

If your rental property is under a strata or similar scheme with no active Owners' corporation and a listed event causes loss or damage to the items shown here.

### Covered under Buildings Insurance

- up to 10% of the Buildings sum insured to repair or replace your furniture, furnishings or carpets in your rental property for tenants' use.

### Not covered

- loss or damage caused intentionally by:
  - you or someone (other than your tenant) who enters your rental property or site with your consent
- electrical items – for example, TVs and stereos (we don't consider them as furniture).

## Keys and locks

✓ Buildings Insurance    ✓ Contents Insurance

If a key for an external lock to your rental property is stolen during a theft at your site, or is not returned to you upon termination of a tenancy.

### Covered

- up to \$800 to replace the key to your rental property and the lock barrels it operates.

### Not covered

- when keys are the only things that are stolen during a theft
- when a tenant is not required to return keys under the terms of the written rental agreement.



## Locating the cause of damage

✓ **Buildings Insurance**    ✗ **Contents Insurance**

If a listed event causes loss or damage to your rental property and you need to confirm that it was caused by a listed event.

### Covered under Buildings Insurance

- the reasonable costs you have paid to find the cause of damage if we agree the loss or damage was caused by a listed event.

### Conditions

- the costs must relate directly to the part of your rental property that suffered the loss or damage
- we must agree to pay the costs before you make any arrangements.

## Loss of rent during repairs

✓ **Buildings Insurance**    ✗ **Contents Insurance**

If a listed event causes loss or damage to your rental property and we agree your tenants can't live in it and need to move out so it can be repaired or rebuilt.

### Covered under Buildings Insurance

- the rent you lose during the reasonable time it should take to repair or rebuild your rental property, for up to 12 months from when the listed event took place.

We pay this benefit on top of your Buildings sum insured.

### Not covered

- loss of rent during any time you live in the building
- if you also make a claim for rent default and we pay your claim
- loss of rent as a direct result of a claim under these listed events:
  - theft or attempted theft by a tenant or their guest, or
  - vandalism or a malicious or intentional act by a tenant or their guest.

### Conditions

- you must have a rental agreement that states the:
  - term of the rental period, and
  - amount of rent and bond your tenant needs to pay.

## Loss of rent during repairs – strata scheme

✗ **Buildings Insurance**    ✓ **Contents Insurance**

If a listed event causes loss or damage to your rental property and we agree your tenants can't live in it and need to move out so it can be repaired or rebuilt.

### Covered under Contents Insurance

- the rent you lose during the reasonable time it should take to repair or rebuild your rental property, for up to 12 months from when the listed event took place.

We pay this benefit on top of your Contents sum insured.

### Not covered

- loss of rent during any time you live in the building
- if you also make a claim for rent default and we pay your claim
- loss of rent as a direct result of a claim under these listed events:
  - theft or attempted theft by a tenant or their guest, or
  - vandalism or a malicious or intentional act by a tenant or their guest.

### Conditions

- you must have a rental agreement that states the:
  - term of the rental period, and
  - amount of rent and bond your tenant needs to pay.

## Meeting building regulations

✓ **Buildings Insurance**    ✗ **Contents Insurance**

If a listed event causes loss or damage to your rental property and you need to meet current building regulations to repair or rebuild the part of your rental property that was damaged.

### Covered under Buildings Insurance

- the costs to meet current building regulations to repair or rebuild the part of your rental property that was damaged.

### Not covered

- costs to meet building regulations:
  - that were already in place when your rental property was built, renovated or altered
  - for undamaged parts of your rental property – for example, installing insulation in ceilings that were not damaged.

### Conditions

- we must agree to pay the costs before you make any arrangements.

## Mortgagee discharge costs

✓ **Buildings Insurance**    ✗ **Contents Insurance**

If we agree to pay the Buildings sum insured and you need to discharge any mortgage over your rental property.

### Covered under Buildings Insurance

- the administrative costs to discharge any mortgage over your rental property.

We pay this benefit on top of your Buildings sum insured.

## Rebuilding fees

✓ **Buildings Insurance**    ✗ **Contents Insurance**

If a listed event causes loss or damage to your rental property and you need to pay certain fees to repair or rebuild your rental property.

### Covered under Buildings Insurance

- the reasonable fees for architects, engineers or surveyors
- any fees we agree you need to pay to meet the requirements of a statutory authority.

### Not covered

- fees to rebuild any part of your rental property which was an illegal construction
- if a statutory authority served a notice on you before the listed event took place.

### Conditions

- we must agree to pay the rebuilding fees before you make any arrangements.

## Removal of tenants' possessions

✓ **Buildings Insurance**    ✓ **Contents Insurance**

If a tenancy is terminated or the tenant leaves without giving notice, and the tenant does not remove their possessions.

### Covered

- the lawful removal and disposal of tenant's possessions.

The most we will pay is \$10,000.

### Not covered

- removal of tenants' possessions if we previously paid a claim under the same tenancy for:
  - rent default
  - theft or attempted theft by a tenant or their guest, or
  - damage by tenant.

# 3

## What your rental property and contents covers

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# Liability cover

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We provide cover for claims made against you for death or injury to another person and for loss or damage to someone else's property.

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In this section, we describe the liability cover you have under your policy and any specific limits, exclusions and conditions that apply to your cover.

General exclusions also apply. If you don't meet your responsibilities, you may put your claim or cover at risk – see Section 5.

How we settle a claim is set out in Section 6.

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# Liability cover

## ✓ Buildings Insurance    ✓ Contents Insurance

Liability cover protects you for claims that may be made against you for an incident which causes:

- death or bodily injury to someone else, or
- loss or damage to someone else's property.

### **Covered under Buildings Insurance**

We cover the legal liability of you for:

- death or bodily injury to someone else, or
- loss or damage to someone else's property

in an incident that takes place in your rental property or at the site and for which you are responsible as an owner of your rental property or the site.

For example, you may be liable to pay compensation if your tenant is injured at your rental property.

The most we pay for any one incident is \$20 million under Buildings Insurance, including legal costs when our lawyers handle the claim.

### **Covered under Contents Insurance**

If your rental property is under a strata or similar scheme, we cover the legal liability for:

- death or bodily injury to someone else, or
- loss or damage to someone else's property

in an incident that takes place in your rental property or on any part of the site for which you are responsible for.

For example, you may be liable to pay compensation if your tenant's visitor is injured in a car park that you own.

The most we pay for any one incident is \$20 million under Contents Insurance, including legal costs when our lawyers handle the claim.

### **Not covered**

We don't cover legal liability for death or bodily injury to you.

We don't cover legal liability for loss or damage to property that:

- you own, or have in your custody, control or possession, or
- owned by any person employed by you under a contract of service.

We do not cover:

- your legal liability as owner of any other property except the rental property on the site shown in your current Certificate of Insurance
- any exemplary or punitive damages, fines or penalties claimed, ordered or awarded against you, or
- fines or court costs if you are charged or convicted under a law.

We do not cover your legal liability that arises or results from:

- an incident that occurs outside the site
- you agreeing to accept liability for the claim
- death or bodily injury to any person employed by you under a contract of service
- any act or omission by you, or a person acting with your consent, which shows a reckless disregard for the consequences of that act or omission
- a deliberate and unlawful act by you, or a person acting with your consent
- any business, trade or profession other than the renting of your rental property for domestic use
- any professional sporting activity
- the transmission of a disease by you
- using or owning a vehicle, aircraft or watercraft
- landslide or subsidence
- your rental property or the site being used for farming
- asbestos in your rental property or on the site
- removing, containing, stopping or cleaning up pollution
- building work to your rental property or on the site which costs more than \$50,000
- an incident caused by an animal.

## **Conditions**

To be entitled to liability cover:

- someone must make a claim against you for an incident that occurs during the policy period
- you must lodge a claim with us for liability cover, and
- we must agree to pay for any legal or other costs before they are incurred.



## What happens when you make a liability claim

When you make a claim and are entitled to liability cover, we may:

- act for you or arrange for a lawyer to represent you
- attempt to resolve the claim, and/or
- defend the claim in a court or tribunal.

We will decide whether to defend or resolve a claim and how much to pay to resolve a claim.



**Liability  
cover**

For an example  
of how we  
settle a claim,  
see page 69

# General exclusions and your responsibilities

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There are certain situations when we won't provide cover under your policy.

This section outlines the general exclusions that apply to all covers and benefits we provide under your policy.

The general exclusions also apply to your liability cover, unless we say they don't.

This section also outlines your responsibilities. You may put your insurance claim or cover at risk if you do not meet your responsibilities to us.

# General exclusions for all covers and benefits

5

General  
exclusions  
and your  
responsibilities

The exclusions set out in this section apply to all covers and benefits under your policy.

## What we don't cover

Loss, damage, injury or death arising from:

- tenant neglect, poor housekeeping, or unhygienic living habits
- rust, corrosion, gradual deterioration, depreciation, wear or tear
- erosion, including coastal erosion
- actions of the sea
  - Actions of the sea include:
    - high tides or king tides
    - sea waves
    - normal movement or changes in ocean levels
  - Actions of the sea does not include storm surge
- subsidence or landslide unless it happens immediately as a result of:
  - an earthquake or explosion
  - a storm
  - a flood
  - rainwater run-off
  - storm surge
- atmospheric conditions or extreme temperature
- mould
- vermin or insects
- birds pecking, scratching or biting
- tree lopping or felling on your site
- tree roots
- radioactivity, or the use or escape of any nuclear fuel, material or waste
- the lawful seizure, confiscation, nationalisation, or requisition of your rental property or anything else covered by this policy
- any war (whether it is formally declared or not), hostilities or rebellion
- pollutants or contaminants that discharge or escape
- any act of terrorism that involves any biological, chemical, or nuclear pollution, contamination or explosion

- any intentional act or omission by:
  - you
  - someone who acts with your consent
- hydrostatic pressure including loss or damage to swimming pools or similar structures, or
- any illegal activity you are involved in.

### **We do not cover**

- mechanical, structural or electrical failure of an item
- costs arising from any business interruption
- the cost of reinstalling or replacing electronically stored files
- the intellectual or sentimental value of an item
- the settling, shrinkage or expansion in buildings, foundations, walls or pavements
- loss or damage to the site or any reduction in its value
- items owned by you that are in storage at the site
- claims arising from incidents that occur outside the policy period
- financial loss or cost arising from:
  - you breaching the rental agreement or breaching tenancy laws, or
  - an incident involving your tenant where there is no rental agreement
- compensation for distress, inconvenience or other non-financial loss, except if covered under liability cover
- consequential financial loss – for example, loss of profits, except if covered under liability cover
- loss or damage to buildings or contents that are:
  - covered by other insurance policies, or
  - part of common property.

### **Maintaining and occupying your rental property**

We don't cover loss, damage, injury or death arising from:

- faulty design or workmanship that you knew about or should have reasonably known about
- previous damage that has not been repaired
- maintenance operations
- repairs or attempted repairs carried out by the tenant or anyone acting on their behalf

# 5

## General exclusions and your responsibilities

- you leaving your rental property unoccupied for 30 consecutive days or more and not maintaining it in a lived-in state by:
  - keeping lawns mowed and gardens tidy
  - stopping regular mail and newspaper deliveries, and
  - organising someone to check inside and outside it at least once a week
- you not maintaining your rental property in good repair and condition – this means it must be watertight, structurally sound, secure and well maintained
- you not maintaining your site in good repair and condition
- you illegally keeping explosives, flammable or combustible substances or liquids in your rental property or at the site
- you not taking reasonable care to protect your rental property and contents against loss or damage.

# Your responsibilities

## Do not settle claims or make admissions

You must not:

- attempt to settle a claim that is made against you without our permission
- make any admissions to anyone about any incident covered by your policy, or
- limit by agreement our rights of recovery from someone else.

## Co-operate

You must:

- be truthful and frank in any statement you make to us
- not behave in a way that is improper, hostile, threatening, abusive or dangerous
- co-operate fully with us, even if we have already paid your claim which includes:
  - providing us with all the information, documents and help we need to deal with your claim – for example, bank statements or phone records
  - immediately sending us any communications that you receive about any incident – for example, emails, letters, notices or court documents
  - being interviewed by us or our representatives
  - attending court to give evidence
  - giving us access to your rental property for a repairer or other specialist we choose so they can assess any damage to your rental property and contents.

## Prevent further loss or damage

You must:

- do everything reasonable to prevent further loss or damage to your rental property and contents
- take all reasonable steps that are available to relet your property, and/or legally terminate the tenancy and evict your tenant when you become aware that your tenant's behaviour may cause you to make a claim under:
  - rent default
  - theft or attempted theft – by a tenant or their guest
  - damage by tenant.

## Inspections and quotes

If we ask you, you must:

- let us, and our representatives inspect your rental property or contents, and
- allow us to obtain quotations from any repairer or supplier.

## Proof of tenancy, loss and ownership

When you make a claim, we may ask you to provide certain documents to:

- prove that you own(ed) or are responsible for the items, and
- help us identify your items.

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

- a rental agreement
- rent ledger or receipts
- property inspection reports
- copies of the notices issued to the tenant about the termination of the rental agreement
- tax invoices for items bought or services used
- purchase receipts
- valuation certificates
- credit card or bank statements
- photos.

We may compare information you provide to us with a range of other sources – for example websites, such as auction or sale websites.

## Report to the police

You must:

- immediately report to the police any theft, attempted theft, vandalism or malicious act, and
- give us any incident report number they give you.

## **Appointing others to manage your claim**

If you want to appoint someone to manage your claim, then you need to tell us and we need to agree. You can usually appoint someone like a family member or broker.

However, you can't appoint someone who has a conflict of interest – for example, someone who supplies goods or services for your claim.

## **GST**

If you are a business registered or required to be registered for GST purposes, then you must provide us with:

- your Australian Business Number (ABN), and
- the percentage of any input tax credit you have claimed or are entitled to claim on the premium you paid.



# Claims and what we pay

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This section provides information about our claims process your claim and what we pay when you make a claim. It also includes some examples of how we pay claims including liability claims.

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When you need to make a claim, we want to help you as much as we can. We're available 24 hours a day, 7 days a week:



[racv.com.au/claims](https://racv.com.au/claims)



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# Making a claim

We follow these steps to work out what to pay for your claim for loss or damage to your rental property and contents. When you make a claim, we will:

- review any information you provide us when you lodge your claim
- ask you to provide us with any further information we require to support your claim, and
- tell you if you need to pay an excess(es) and how to pay it.

When you contact us to lodge your claim, please have your policy details ready.

## Step 1

### Type of Landlord Insurance

Do you have:

- Buildings and Contents Insurance?
- Buildings Insurance?
- Contents Insurance?

## Step 2

### For your rental property and contents

Do we insure:

- the things that suffered the loss or damage?

## Step 3

### The incident

Was the loss or damage caused by:

- a listed event?
- an event covered under 'other benefits'?

## Step 4

### Exclusions and conditions

Is your claim affected by:

- any general exclusions or specific exclusions (and/or conditions) that apply?
- not meeting your responsibilities to us?

## Step 5

### Sum insured

How much is:

- your Buildings sum insured?
- your Contents sum insured?

## Step 6

### Limits to cover

- Do maximum limits apply to your contents?
- Do we limit cover based on the location of your contents?
- Do other limits apply?

## Step 7

### Excess

- What type of excess(es) applies to your claim?
- How much is your excess(es)?

# Excesses

An excess is the amount you contribute towards the cost of your claim.

There are 3 types of excesses:

- basic
- rent default, and
- special.

The type of excess you need to pay depends on what your claim relates to. You may need to pay more than one excess.

Your current Certificate of Insurance shows the amounts and types of excesses that apply to your policy.

## Paying your excess

When you make a claim, you must pay the excess(es):

- to us, or
- if we tell you to do so, to the repairer or supplier.

We will tell you who to pay your excess to. We can only finalise your claim after you have paid any excess(es) that applies.

If you want more information about the excesses that may apply to your policy, see our RACV Landlord Insurance Premium, Excess, Discounts and Benefits Guide.

To get a copy of our Premium, Excess, Discounts & Benefits Guide:



Visit  
[racv.com.au/  
landlordped](http://racv.com.au/landlordped)



Call  
13 RACV  
(13 7228)



Visit  
an RACV shop

## When an excess does not apply

You don't need to pay an excess for a liability claim (see pages 45 to 47).

## Deductions and unpaid premiums

If we pay your claim as a total loss, then we deduct other amounts to settle your claim.

If you currently pay your premium by monthly instalments, then before we pay your claim we deduct:

- any monthly instalments that are due but haven't been paid
- the monthly instalments that cover the rest of your policy period.

# What we pay for – Buildings Insurance

If we agree to cover your claim under Buildings Insurance, then we will:

- pay the cost to repair or rebuild the part of your rental property that was damaged (whichever is lower)
- pay for any extra costs we cover under 'other benefits' – see below.

## The most we pay

The most we will pay for your rental property buildings is the Buildings sum insured.

### Other benefits

We may also pay some costs on top of the Buildings sum insured under 'other benefits' for:

- Loss of rent during repairs, see page 39
- Mortgagee discharge costs, see page 41.

## How we settle your buildings claim

We will choose to settle your claim for loss or damage to your rental property and any 'other benefits' in one of the following ways:

### 1. Arrange for repairers, builders or suppliers to repair or rebuild your rental property

If you agree, we can arrange for our preferred repairers, suppliers or builders to repair or rebuild your rental property. We may enter into any contract with our selected repairer, builder and/or supplier on your behalf.

### 2. Pay you the reasonable cost to repair or rebuild your rental property

We can choose to:

- pay you
- pay your nominated repairer, supplier or builder, or
- provide you with store credits from one of our nominated suppliers.

For example, we may pay you directly when:

- you decide not to repair or rebuild your rental property, or
- you don't start repairing or rebuilding your rental property within 6 months from when the loss or damage takes place, or within any longer period we agreed to in writing.

### 3. Pay you the Buildings sum insured

We may pay you the Buildings sum insured when we consider your rental property to be a total loss or when we choose to do so.

If we pay you the Buildings sum insured, then your policy ends and you don't get a refund of your premium.

We will continue your liability cover (see pages 45 to 47) for up to 6 months from when the listed event took place. However, liability cover will end during this period if:

- construction starts at your site, or
- you sell the site or any portion of it, or
- you take out a new Buildings Insurance policy for your site.

For examples of how we calculate rental property claims – see pages 67 to 69

### 4. Pay for other benefits

We will choose the method of settlement for your claim under any 'other benefits' we provide.

## Lifetime guarantee

We provide a 'lifetime guarantee' on the workmanship of repairs to your rental property that we authorise.

This means we will fix any defect caused by poor workmanship done by our preferred repairers or builders that we authorise.

We will decide how to fix any defect.

### When you're not covered by this guarantee

This guarantee does not apply to:

- repairs you authorise yourself
- loss, damage or failure of any electrical or mechanical appliance or machine, or
- wear and tear that is consistent with normal gradual deterioration of your rental property.

## Credit providers' rights

You may have used all or part of your rental property as security for a loan with a credit provider. Your credit provider may be a bank, credit union or other type of lender.

When you have Buildings Insurance, we may note any credit provider you tell us about on your current Certificate of Insurance.

When you have a noted credit provider:

- we treat your rental property as being under mortgage
- we treat any statement, act, omission or claim by you as a statement, act, omission or claim by the credit provider, and
- we may recover any payment either in your name or the credit provider's name.

When you have Contents Insurance, we don't note any credit provider on your current Certificate of Insurance. But, you need to give us their name when you make a claim for a contents item.

## Payments to the credit provider

We may decide to pay you cash for a claim on your mortgaged property. If so, we will first pay the credit provider the lowest of these amounts after deducting any excess(es) and unpaid premium:

- the Buildings sum insured, or
- the reasonable cost of repairing or replacing your rental property, or
- the balance then owing to the credit provider under the mortgage.

However, we will only pay the credit provider if:

- they are noted on your current Certificate of Insurance
- they give us any help we ask for, and
- the amount we have agreed to pay for your claims is more than \$20,000 – if it is less than \$20,000 we can choose to pay you or the credit provider.

If we make a payment to a credit provider, then that payment discharges our obligation to you under your policy for the amount we have paid.

# What we pay for – Contents Insurance

If we agree to cover your claim under Contents Insurance, then we will:

- pay the cost to repair or replace your contents (whichever is lower)
- pay for any extra costs we cover under 'other benefits' – see below.

## The most we pay

The most we will pay for loss or damage to your contents is the Contents sum insured.

We may also pay some costs on top of the Contents sum insured under 'other benefits' for:

- Loss of rent during repairs – strata scheme, see page 40.

## How we settle your contents claim

If we agree to cover your claim under Contents Insurance, then we can choose to pay your claim through any of these ways:

- repair the item, or
- replace the item with the same or similar type and quality, or
- pay you the reasonable costs of what it would cost us to repair or replace the items, or
- provide you with store credits to replace the item from one of our nominated suppliers, or
- pay you the sum insured or provide you with store credits from one of our nominated suppliers to the value of the sum insured that applies to the loss or damaged contents.

If we agree to pay you for 'other benefits' we will choose the method of settlement.

## Conditions

- we can nominate the repairer or supplier and claims settlement method
- we may enter into any contract with the repairer or supplier on your behalf
- if you don't agree with the method of settlement we choose, we will pay you what it would cost us to repair or replace the item.

We provide examples of how we calculate contents claims – see pages 67 to 69

## What happens after we pay the sum insured

We pay you the Contents sum insured, then your policy ends and you don't get a refund of any premium.



## How we settle certain things

When we pay your claim, we settle certain things in line with the information shown in this section.

### Deducting 4 times weekly rent amount

When an incident takes place, you may need to make a claim under more than one of these listed events at the same time:

- rent default
- theft or attempted theft – by a tenant or their guest
- damage by tenant.

When we settle your claim, we will only deduct the 4 times weekly rent amount once. This represents the bond held as security for the landlord against any future breaches of the rental agreement.

### Rent default

If we agree to pay your claim for rent default, we will pay you direct.

For how we calculate your claim – see page 68.

### Matching materials

#### Under Buildings Insurance

- we only repair the damaged part(s) of your rental property. We don't pay for materials to match the undamaged parts of your rental property to create a uniform appearance.

### Carpet, vinyl, tiles or floorboards

#### Under Buildings Insurance and Contents Insurance

- we only repair or replace the carpet, vinyl, tiles or floorboards in the part of your rental property that was damaged
- we don't pay for any adjoining rooms, or your entire rental property.

### Pairs or sets

#### Under Contents Insurance

- if there is loss or damage to a pair or set, then we only cover the part that was affected.

## Damaged or recovered property

### Under Buildings Insurance and Contents Insurance

If we settle your claim:

- for damaged property, or
- for lost or stolen property that is subsequently recovered

then it becomes our property, unless we let you keep it.

If we let you keep the damaged or recovered property, then:

- you are free to do whatever you like with it, and
- you are responsible for it and can't abandon it to us.

## Businesses registered for GST

Before we make a payment to you, we will deduct an amount equal to your input tax credit entitlement. This applies to any amount we pay, including where we state that an amount will include GST.

Any payment we make to settle your claim will be considered to be made in full even if we have reduced the amount we pay as described above.

## Recovery actions

You agree that the following provisions, which appear under the headings **Recovery action by us** and **Recovery action by you** apply where we cover you under the policy for some or all of the loss or damage you suffer in connection with an incident.

### Recovery action by us

You agree we may, if we choose to, take steps to recover from someone else we consider responsible for the incident:

- some or all of the loss or damage we cover; and/or
- some or all of the loss or damage which we do not cover, whether or not it is covered by another insurer or you do not have cover for it.

You agree we may take such recovery action:

- without your consent;
- using your name; and
- whether or not you have been, or have a right to be, fully compensated for all of your loss or damage by us or anybody else.

Examples of recovery action we may take include:

- conducting legal proceedings using your name, including as an applicant or plaintiff in representative or group proceedings (commonly known as class actions);
- conducting legal proceedings on your behalf as a member of representative or group proceedings;
- taking over the conduct of legal proceedings started by you or on your behalf, including as an applicant or plaintiff in representative or group proceedings;
- exercising any statutory or contractual rights, including rights to opt-out, that you have in or in connection with representative or group proceedings; and/or
- entering into contracts in your name in relation to litigation funding or legal representation, including where entry into those agreements causes you to become a group member of representative or group proceedings.

We have in our discretion the right to decide upon the conduct and any settlement of any recovery action we take.

You agree we may exercise all the rights you have in connection with the loss or damage you have suffered in connection with the incident.

If we take recovery action in respect of some or all of the loss or damage which we do not cover, we may in our discretion, and to the extent permitted by law, require you to contribute to the costs we incur.

Of any amount recovered in a recovery action we take, you agree that we will first keep the amount we have paid, or must pay, you under the policy plus any interest recovered on that amount and any administrative, recovery agent, funding and legal costs we have incurred in taking the recovery action. We will then pay you the amount of loss or damage you have suffered in connection with the incident for which you do not have any cover with us plus any interest recovered on that amount and costs you may have been required by us to contribute. Finally, we keep any remaining balance.

You must give us all the information and co-operation that we require to take the recovery action.

You must not do anything which prejudices us in taking any recovery action. For example, you must not:

- assign your rights to anyone else; or
- opt-out of any representative or group proceedings taken by us.

## Recovery action by you

You may only take recovery action with our prior written consent and on conditions which we in our discretion impose.

You must have proper regard for our interests in respect of loss or damage that we cover.

You must seek to recover the loss or damage we cover in addition to any other loss or damage you have suffered in connection with the incident.

Of any amount recovered in a recovery action you take, you may first keep the amount of loss or damage you have suffered in connection with the incident and for which you do not have any cover with us plus any interest recovered on that amount and any administrative and legal costs you have incurred in taking the recovery action. You will then pay us the amount we have paid, or must pay, you under the policy plus interest recovered on that amount. Finally, you keep or pay any remaining balance in accordance with any other obligations you have.

You agree we may:

- take over the conduct of legal proceedings started by you or on your behalf, including where you are an applicant or plaintiff, or a group member, in representative or group proceedings; and
- require you to cease a recovery action that you have commenced.

## How we pay claims – some examples

In this section, we outline examples of how we may pay some claims in particular scenarios. These examples are for illustrative purposes only and do not form part of your policy.

Any amount we pay for your actual claim will depend on the particular circumstances of your situation.

### Example claim 1: Repairing your rental property

A storm damages your roof and the cost to repair it is \$3,500.

Policy type	Buildings Insurance
Buildings sum insured	\$360,000
Basic excess	\$500

#### How we settle your claim

We arrange for a builder to repair your roof.

We pay the builder \$3,000.

We ask you to pay the builder the \$500 basic excess.

### Example claim 2: Replacing your contents

Someone steals your washing machine from inside your rental property. The cost to replace this is \$1,500.

Policy type	Contents Insurance
Contents sum insured	\$75,000
Basic excess	\$300

#### How we settle your claim

We pay the supplier \$1,200 to replace your washing machine.

We ask you to pay the supplier the \$300 basic excess.

### Example claim 3: Your rental property and contents are totally destroyed

Your rental property and contents are insured for their full replacement value and are destroyed by fire.

Policy type	Buildings and Contents Insurance
Buildings sum insured	\$300,000
Contents sum insured	\$90,000
Basic excess	\$1,000

#### How we settle your claim

We choose to pay you directly for the loss. We pay you \$389,000 as follows:

Buildings sum insured	\$300,000
Contents sum insured	+\$90,000
Less basic excess	-\$1,000
<b>Total</b>	<b>\$389,000</b>

### Example claim 4: Rent default

Your tenant leaves without giving notice and owes you 16 weeks rent.

Policy type	Buildings Insurance
Buildings sum insured	\$360,000
Contents sum insured	\$30,000
Weekly rent	\$1,000
Rent default excess	\$300

#### How we settle your claim

We pay you \$10,000 as follows:

16 weeks rent	\$16,000
Less 4 weeks rent	-\$4,000
Less rent default excess	-\$300
<b>Total</b>	<b>\$11,700</b>

However, we pay you \$10,000 as this is the maximum amount we pay for rent default.

## Example claim 5: Repairing your rental property – loss of rent

A fire damages the kitchen and living areas in your rental property. We agree your tenants need to move out for 6 weeks while the damage is repaired.

Policy type	Buildings Insurance
Buildings sum insured	\$250,000
Weekly rent	\$400
Basic excess	\$500

### How we settle your claim

We arrange for a builder to repair your rental property. You claim for 'Loss of rent during repairs'.

We pay the builder \$25,000.

We pay you \$2,400 for loss of rent less the basic excess of \$500. This means we pay you \$1,900.

We pay you \$1,900 as follows:

6 weeks rent	\$2,400
Less basic excess	-\$500
<b>Total</b>	<b>\$1,900</b>

## Example claim 6: Liability claim at your rental property

A visitor falls over a loose tile in your kitchen and sprains their ankle. We or a court decide that you are liable to pay \$3,000 for the claim made against you by the visitor.

Policy type	Buildings Insurance
Liability cover	\$20 million
Basic excess	\$500

### How we settle your claim

We pay the visitor \$3,000.

We pay our lawyers \$500 to defend the claim on your behalf.

You don't need to pay us the basic excess – it doesn't apply to liability claims.

# Other information you need to know

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When you take out insurance with us, you need to know some other important things like the changes you can make to your policy, how we resolve a complaint and how we manage your personal information.



# Changes to your policy

This section describes the changes that you or we can make to your policy.



Other  
information  
you need  
to know

## Additional premium or refund

When a change is made to your policy, you may need to pay us an additional premium or we may need to refund part of your premium.

If the additional premium we need to charge you is less than \$15, then we'll waive it – that is, you don't need to pay it. If the amount we need to refund is less than \$5, then we'll donate it to charity rather than refund it to you.

## Changes you can make

You may need to make a change to your policy or decide to cancel it.

To make a change to your policy or to cancel it:



Call  
13 RACV  
(13 7228)



Visit  
racv.com.au



Visit  
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## You change your policy

You may want to make certain changes to your policy during the policy period. This may include adding options to increase your cover or increasing your basic excess.

An additional premium may apply to the change you request. If you don't pay any additional premium by its due date, we may remove the change from your policy or cancel your policy.

If we agree to make the change you request, we will:

- issue you with a current Certificate of Insurance
- refund any amount we owe you.

## You change your contact details

If you change your contact details – for example, your mailing or email address – then you must tell us straight away. If you don't, then we will consider that you received your policy documents (that we sent to your old address) even though you didn't.

We will continue to send your policy documents to your nominated mailing or email address until you tell us to update your contact details.

## **You want to cancel your policy**

You may decide to cancel your policy – for example, because you sell your rental property.

If you tell us to cancel your policy and you:

- paid an annual premium, we will refund your unused premium after we deduct any amount that covers the period that you have been insured for
- pay your premium by monthly instalments, we will deduct any unpaid monthly instalments that are due.

You authorise us to deduct the above amounts by direct debit from the account or credit card you previously nominated for monthly instalment deductions. As we are only allowed to deduct the agreed amount you previously authorised, we may need to collect the total amount you owe us over a few months.

If you tell us to cancel your policy within the 21 day cooling-off period, we'll give you a full refund – see page 13.

## **Changes we can make**

We may need to cancel your policy or give you written notice about your policy.

### **We cancel your policy**

There may be circumstances when we need to cancel your policy. We will only do that if the law allows it.

If we cancel your policy, we will:

- give you notice, if required, and
- refund your unused premium after we deduct an amount that covers the period that you have been insured for.

However, if you're currently paying your premium by monthly instalments, then you must pay us any unpaid monthly instalments that are due.

You authorise us to deduct those amounts by direct debit from the account or credit card you previously nominated for monthly instalment deductions. As we are only allowed to deduct the agreed amount you previously authorised, we may need to collect the total amount you owe us over a few months.



**Other  
information  
you need  
to know**

## **We give you notice**

We may need to give you notice or contact you about your policy – for example, to let you know that we won't be renewing your policy or that we're changing your policy conditions.

We will give you notice or contact you through one or more of these ways:

- give you notice in person
- contact you or give you written notice by fax or electronically – for example, see page 9 about 'Receiving your policy documents'
- post it to your last known mailing address
- send you an electronic link so you can access the notice, or
- contact you by telephone.

# How to resolve a complaint or dispute

We want to resolve any complaint or dispute you may have and aim to resolve it as quickly as possible. These steps are part of our complaint and dispute resolution procedures. To get more details:

- call 13 RACV (13 7228)
- visit an RACV shop
- visit [racv.com.au](http://racv.com.au)

## Step 1

### Talk to us first

If you have a complaint, the first thing to do is call 13 RACV (13 7228) or go into your local RACV shop and talk to one of the staff.

If the staff member is unable to resolve the matter for you they will refer you to a manager.

If you are not satisfied with the response, you can go to step 2.

## Step 2

### Contact RACV Insurance – Member Relations

If the matter is still not resolved, the manager will refer you to the RACV Insurance – Member Relations Department, who will arrange a review of your complaint.

If you are still not satisfied with the outcome, you can go to step 3.

## Step 3

### Seek an external review of the decision

You are entitled to seek an external review of the decision. Information about the options available to you will be provided, including if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Australia (FOS) or its successor. You can call the FOS on 1800 367 287.

# Privacy of your personal information



Other  
information  
you need  
to know

We and RACV Insurance value the privacy of personal information we and RACV Insurance collect about you.

We and RACV Insurance collect your personal information directly from you and through others including those listed in our Privacy Policy and the RACV Insurance Privacy Charter (Policies). They include our and RACV Insurance's, such as our related entities, agents and distributors.

## How we use your personal information

We and RACV Insurance and the parties listed in the Policies will use your personal information for the purposes it was collected for. Those purposes usually include to provide you with assistance, a product or service you requested and to deal with claims.

Your personal information may also be used for other purposes that are set out in the Policies.

You may choose to not give your personal information. However, not giving your personal information may affect our and RACV Insurance's ability to provide you with a product or service, including processing a claim.

## Further information

We and RACV Insurance may disclose your personal information to:

- related entities
- service providers – which includes some service providers that may be based overseas, and
- other parties as set out in the Policies.

The Policies provide more information about how we and RACV Insurance collect, from whom we and RACV Insurance collect and how we and RACV Insurance hold, use and disclose your personal information.

The Policies also provides information about how you can:

- access your personal information
- ask us and RACV Insurance to correct your personal information, and
- complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how we and RACV Insurance will deal with your complaint.

To get a copy of the RACV Insurance Privacy Charter:



Visit  
[racv.com.au](http://racv.com.au)



Call  
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(13 7228)



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To get a copy of our Privacy Policy:



Visit  
[iag.com.au/privacy\\_ima](http://iag.com.au/privacy_ima)

## Your consent

You agree to us and RACV Insurance collecting, holding, using and disclosing your personal information as set out in the Policies when you:

- provide us and RACV Insurance with your personal information, or
- apply for, use or renew any of our and RACV Insurance's products or services.

## General Insurance Code of Practice

We support and comply with the General Insurance Code of Practice.

You can get a copy of the Code from the Insurance Council of Australia by visiting [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## Financial Claims Scheme

You may be entitled to payment under the financial claims scheme in the event that we become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

# Aussie Assist 13 19 03 – 24 hour assistance



Other  
information  
you need  
to know

Aussie Assist is a telephone service that provides assistance and advice 24 hours a day, 7 days a week.

Aussie Assist is an emergency resource and information service that provides you with:

- free assistance over the phone
- help with finding tradespeople
- help with arranging repair estimates
- emergency help for blown fuses, burglary, burst water pipes and bushfire etc
- ongoing support to ensure problems are resolved.

For more details on Aussie Assist 13 19 03, refer to our RACV Landlord Insurance Premium, Excess, Discounts & Benefits Guide.

To get a copy of our Premium, Excess, Discounts & Benefits Guide:



Visit  
[racv.com.au/  
landlordped](http://racv.com.au/landlordped)



Call  
13 RACV  
(13 7228)



Visit  
an RACV shop

# Definitions

The following words have special meaning.

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<b>actions of the sea</b>	means the movement of seawater and includes: <ul style="list-style-type: none"><li>• high tides or king tides</li><li>• sea waves</li><li>• normal movement or changes in ocean levels</li></ul> Actions of the sea does not include storm surge.
<b>bond</b>	an amount of money paid by a tenant as security for the landlord against any future breaches of the rental agreement.
<b>Buildings sum insured</b>	is the amount of insurance you choose for your rental property. This amount is shown on your current Certificate of Insurance.
<b>common property</b>	is property owned by the Owners' corporation or similar body.
<b>contents</b>	are those items that are not permanently attached or fixed to the structure of your rental property that you: <ul style="list-style-type: none"><li>• own, or</li><li>• are responsible for as part of a written employment contract or a hire or lease agreement, and</li><li>• leave at your rental property for your tenants' use.</li></ul>
<b>Contents sum insured</b>	is the amount of insurance you choose for your contents. The amount is shown on your current Certificate of Insurance.
<b>excess</b>	is the amount you pay when you make a claim on your policy. The amount and types of excesses that apply to your policy are shown on your current Certificate of Insurance.
<b>fixtures</b>	are any items that are permanently attached or fixed to the structure of your rental property that can't be removed without causing damage to it.

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<b>Flood</b>	<p>means 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;</li> <li>(g) a dam.</li> </ul>
<b>fusion</b>	is the burning out of an electric motor or its wiring as a result of the electric current in it.
<b>intentional and deliberate damage</b>	is damage resulting from an act deliberately performed by your tenant or their guest, with the full knowledge that the act will alter the state of the rental property, and done without the owner's permission.
<b>incident</b>	is a single occurrence, or a series of occurrences arising out of the one event.
<b>listed event</b>	is an event we cover under your policy shown in Table 3.1 – page 21.
<b>Owners' corporation</b>	also known as the body corporate. The body that controls the administration of common property in a strata title or subdivided building or land. The members of the body corporate are the owners of each unit in the building.
<b>policy period</b>	is the period shown on your current Certificate of Insurance.
<b>premium</b>	is the total amount you pay for your Landlord Insurance that includes applicable government taxes such as GST, duties or charges payable by you. It is shown on your current Certificate of Insurance. If you pay by monthly instalments, the premium means the total of the instalments you must pay for the full policy period.

<b>RACV Member</b>	<p>a person or business holding a renewable product with RACV. Renewable products include Emergency Roadside Assistance, RACV Club Membership, Insurance, monitored home security systems, personal loans, novated leases and debentures.</p> <p>RACV membership card colours are linked to the following continuous years of RACV membership:</p> <p><b>Blue</b> – 0 to 4 years, or as determined by RACV.</p> <p><b>Bronze</b> – 5 to 9 years, or as determined by RACV.</p> <p><b>Silver</b> – 10 to 24 years, or as determined by RACV.</p> <p><b>Gold</b> – 25 to 50 years, or as determined by RACV.</p> <p><b>Gold 50</b> – 51 years or more, or as determined by RACV.</p>
<b>Rainwater run-off</b>	is rainwater that flows over normally dry ground due to excessive rainfall in your local area.
<b>rent</b>	is the amount of money payable on a regular basis by the tenant to lease or rent your rental property, as set out in a current valid written rental agreement.
<b>rental agreement</b>	is a current valid written agreement between you and a tenant that details the terms and conditions of the tenancy including the rental period, the amount of rent payable to you and the amount of bond that a tenant is required to pay. Once the fixed term period of the tenancy ends, the rental agreement becomes a continuing agreement with the same terms and conditions.
<b>rental property</b>	<p>is any enclosed building at your site that has walls and a roof that can be locked up which you use mainly for domestic purposes:</p> <ul style="list-style-type: none"> <li>• for Landlord Buildings Insurance, your rental property includes any home improvements or fixtures</li> <li>• for Landlord Contents Insurance, if your rental property is a flat or unit, it is your flat or unit and includes any lockable storage compartment that is reserved for you in another section of the building or complex that your flat or unit is part of.</li> </ul>
<b>set</b>	is a pair or group of items that belong together, are similar in appearance and are related by a common size, shape, colour, pattern or material.

<b>site</b>	is the land where your rental property is located and the yard or garden surrounding it that you use primarily for domestic residential purposes, at the address shown on your current Certificate of Insurance. The site includes any land or other area that touches your site and for which any statutory authority has made you responsible, but it does not include the nature strip outside your rental property.
<b>Storm</b>	means <ul style="list-style-type: none"> <li>• a violent wind, cyclone or tornado</li> <li>• rain, thunderstorm, hail or snow.</li> </ul>
<b>Storm surge</b>	is the increase in sea level that occurs because of an intense storm or cyclone.
<b>strata</b>	any form of land title which allows for multiple titles to exist in or on a building or land where the common property is held under a single separate title.
<b>tenant</b>	any person named in a rental agreement who has been granted the right to occupy the property and any other person who permanently resides at the property.
<b>tenancy</b>	means the entire duration of a rental agreement with any particular tenant(s), including any subsequent extension, renewal, continuation or replacement of that agreement.
<b>us, we and our</b>	is the product issuer named on the inside cover of this Product Disclosure Statement and Policy Booklet.
<b>you</b>	all the people named as the insured on your current Certificate of Insurance.

# Notes

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**Royal Automobile Club  
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RACV MemberLine 13 RACV (13 7228)

Claims Assistance and Aussie Assist 13 19 03

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