

RealtyProtect Landlord Insurance

Product Disclosure Statement (PDS)
and Policy Wording

CHUBB®

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RealtyProtect Landlord Insurance

Product Disclosure Statement (PDS) and Policy Wording

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About this PDS and Policy Wording

RealtyProtect Landlord Insurance covers Accidental loss or damage to the Building and/or Contents of Your rental property. A range of additional cover is also provided, including cover for liability, loss of rent and legal expenses to pursue defaulting tenants.

You can elect to insure:

1. Your Building and Contents; or
2. Your Contents in Your strata unit or apartment.

Your current Schedule and Invoice will indicate what option and the level of cover that You have. The Schedule and Invoice will also state the Excess You will have to pay for each claim.

Period of Insurance

The initial Period of Insurance of Your Policy will be thirteen (13) months. All subsequent Periods of Insurance that you renew with Us will be for a twelve (12) month period, as outlined in the table below:

Purchase type	Period of Insurance
New purchase of a Policy	Thirteen (13) months from the Start Date of the cover. The precise Period of Insurance will be subject to the number of days in the relevant thirteenth (13 th) month. Please refer to Your Schedule and Invoice for the Period of Insurance.
Any renewal of the Policy	Twelve (12) months from Renewal Date of the cover.

This Policy contains two separate parts

Part 1 – Product Disclosure Statement (PDS); and

Part 2 – The Policy Wording.

Part 1 – Product Disclosure Statement (PDS)

Important information about this Product Disclosure Statement

This Product Disclosure Statement (**PDS**) provides general information only and should be read in conjunction with the Policy Wording. Together, we will refer to the PDS and the Policy Wording as Your Policy.

The PDS contains important information about Your rights and obligations including the cooling off period and the duty of disclosure. The terms and conditions of insurance cover are contained in the Policy Wording. The PDS and the Policy Wording contain important information that You should read carefully before deciding to take out the insurance cover. Other documents may form part of the PDS and Policy Wording and, if they do, We will tell You in the relevant document. Any documents will be dated and include a statement identifying them as part of the PDS. Any major changes, omission, corrections or updates that need to be made will be made in a Supplementary PDS and this will be provided to You.

This PDS and the Policy Wording are both important documents so please keep them in a safe place for future reference.

Should You require any further information about this product, please contact JLT:

Phone: 1300 406 877
Fax: (02) 8824 1690
Address: Level 37, Grosvenor Place, 225 George Street, Sydney NSW 2000
Email: realtyprotect@jlta.com.au

General Advice

Any general advice that may be contained within this PDS or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You. You should read this PDS carefully to understand what's covered, what's not covered, the eligibility criteria, terms, conditions, exclusions and limits of cover. Do not rely on assumptions of what should be covered under this insurance.

Preparation Date

This PDS was prepared on 7 May 2019.

Policy Number

19PDSRPJLT01

About Jardine Lloyd Thompson Pty Limited

Jardine Lloyd Thompson Pty Limited ABN 69 009 098 864, AFS Licence No. 226827 (**JLT**) is one of Australia's largest General Insurance Brokers, a group totally committed to service and the fulfilment of client needs. The group offers a diverse range of products and services to all areas of the industry and the wider community in all parts of Australia.

JLT is part of the Marsh & McLellan Companies (**MMC**) group of companies.

JLT issues the Policy under a binder and distribution agreement with the insurer, Chubb.

If You have any questions or would like further information regarding this insurance, You can contact JLT as follows:

Phone: 1300 406 877
Fax: (02) 8824 1690
Address: Level 37, Grosvenor Place, 225 George Street, Sydney NSW 2000
Email: realtyprotect@jlta.com.au

About KEY

Key Underwriting Pty Ltd ABN 11 146 607 838 (**KEY**) is an underwriting agency and a wholly owned subsidiary of Jardine Lloyd Thompson Australia Pty Ltd (ABN 11 146 607 838). KEY acts as an Authorised Representative (No. 403803) of JLT. KEY receives its underwriting authority from the insurer, Chubb, via JLT.

You can contact KEY as follows:

Phone: +61 2 9290 8000
Address: Level 37, Grosvenor Place, 225 George Street, Sydney NSW 2000.
Email: Info@keyuw.com.au

About Echelon

Echelon Australia Pty Ltd ABN 96 085 720 056 (**Echelon**) is a wholly owned subsidiary of Jardine Lloyd Thompson Australia Pty Ltd (ABN 11 146 607 838) and through its business 'Echelon Claims Services' provides claims management services on behalf of Chubb via KEY.

You can contact Echelon as follows:

Phone: 1800 640 009
Address: GPO Box 1693, Adelaide SA 5001
Email: ecssa@echelonaustralia.com.au

About The Insurer

The Policy is underwritten by the insurer, Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (**Chubb**).

Chubb is the insurer of this product. In this PDS and the Policy Wording, "We", "Us" and "Our" means Chubb. Our contact details are:

Head Office:

Grosvenor Place, Level 38, 225 George Street, Sydney NSW 2000
Postal Address:
GPO Box 4907, Sydney NSW 2001
Phone: 1800 958 123
E-mail: CustomerService.AUNZ@chubb.com.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs more than 30,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to protect and individuals purchasing travel and personal accident insurance. With five branches and more than 800 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at www.chubb.com/au.

General Insurance Code of Practice

Chubb is a signatory to the General Insurance Code of Practice (the **Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at www.codeofpractice.com.au and on request.

Duty of Disclosure

Your duty of disclosure

Before You enter into this contract of insurance, You have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

The duty applies until We first agree to insure You, and where relevant, until We agree to any subsequent variation, extension, reinstatement or renewal (as applicable).

Answering Our questions

In all cases, if We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the contract.

Variations, extensions and reinstatements

For variations, extensions and reinstatements, You have a broader duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

Renewal

Where We offer renewal, We may, in addition to or instead of asking specific questions, give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change.

What You do not need to tell Us

You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is common knowledge;
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything that You are required to tell Us, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Words with a special meaning

Words that begin with a capital letter have a special meaning when used in this PDS. The meaning of these words is included in the section “Definitions and Words with a special meaning” on page 16.

Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and as may be in force from time to time.

Summary of benefits and risks

Cover is provided under a number of benefits outlined in different sections of the Policy Wording. Each section also contains limits and exclusions which may reduce or exclude the cover available. It is important that You read the Policy Wording carefully and that You understand the extent of the cover offered. Benefits are payable if You suffer a loss that is covered under the Policy Wording during the Period of Insurance unless an exclusion or condition applies. Before We will pay a claim, You must meet the requirements for making a claim which are explained on page 12 (How to make a claim) of this PDS and on pages 36-37 (Claims conditions and procedures) of the Policy Wording, and otherwise throughout the Policy.

Summary of benefits table

The summary of benefits table below summarises the maximum amounts payable and should be read as a summary only. A detailed description of the cover is set out under each benefit in the Policy Wording. The cover provided is subject to the terms, conditions and exclusions contained in this PDS. Please note that other documents that make up the Policy such as the Schedule and Invoice may amend the standard terms, conditions and exclusions contained in this Policy Wording.

Summary of benefits table:

Cover	Benefit (maximum amount)
Section 1	
Contents limit	\$65,000
Authority fees - Section 1 (1)	20% of Sum Insured
Fumigation costs – Section 1 (2)	
a) Death of Tenant	\$5,000
b) Chemical Contamination	\$65,000
Burning out of an electric motor – Section 1 (3)	\$5,000
Mortgage discharge legal fees - Section 1 (4)	Reasonable costs, maximum \$5,000
Professional Fees – Section 1 (5)	up to 10% of Sum Insured
Removal of Debris – Section 1 (6)	up to 10% of Sum Insured
Landscaping – Section 1 (9)	\$750 per tree /maximum \$3,000 excludes weather events

Replacement of external locks – Section 1 (13)	\$3,000
Damage by Tenant’s Pet – Section 1 (14)	\$10,000
Scorching – Section 1 (15)	\$1,000
Tax audit expenses – Section 1 (16)	\$3,000
Environmental upgrade – Section 1 (17)	\$10,000
Section 2	
Loss of rent following insured event - Section 2	52 weeks \$1,500 with option to increase \$2,000
Re-letting Expenses - Section 2 (1)	\$500
Removal of debris and storage of Tenant’s contents following rent default claims – Section 2 (2)	\$300
Section 3	
Rent default – Section 3 (b)	20 weeks
Loss of rent following refusal of tenant to vacate – Section 3 (d)	28 weeks
Rent loss due to death of Tenant - Section 3 (e)	20 weeks
Rent loss following tenant hardship – Section 3 (f)	20 weeks
Closure of Evacuation – Section 3 (g)	20 weeks
Section 4	
Legal fees - Section 4	\$7,500
Section 5	
Legal Liability – Section 5	\$30 million
Section 7	
Unoccupied Building – Section 7 (4)	100 consecutive days
General	
Flood	Included subject to Exclusion 1
New for old replacement	Included

The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the terms, conditions and exclusions throughout the Policy full details of the terms and conditions of cover and exclusions.

The Policy will not cover loss or damage:

1. intentionally caused by You or a member of Your family or a person acting with Your consent or the consent of a member of Your family.
2. resulting from or caused by:
 - a) inherent defects, structural defects, faulty workmanship, faulty design or any gradual process;
 - b) wear, tear, rust, corrosion, depreciation or gradual deterioration, mildew, mould or algae;
 - c) any consequential loss other than that specifically provided by this Policy;

- d) water entering the Building through an opening made for the purpose of alterations, additions, renovations or repair;
- e) erosion, subsidence, landslide or earth movement other than as a direct result of some specified events; or
- f) the Action of the Sea, high water or tidal wave.

The Policy will not insure You or Your family against liabilities arising from:

1. any agreement, unless liability would have attached to You or Your family if that agreement did not exist;
2. death or personal injury to You or to any person who normally lives with You;
3. damage to property belonging to You or any person who normally lives with You or to Your or their employees;
4. directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos; or
5. building work, construction or demolition of a Building if the value of the work exceeds \$75,000.

The Policy will not insure You or Your family against fines, penalties, or punitive, aggravated, or exemplary damages.

These are only some of the events that are not covered by this insurance. Please read the terms, conditions and exclusions throughout the Policy for full details of all relevant Policy exclusions.

Policy Conditions and Costs

Terms, conditions and exclusions

The Policy Wording contains conditions, terms, limitations and exclusions, as well as limits and sub-limits which apply in various circumstances.

Please carefully read the Schedule and Invoice, the Policy Wording, this PDS, any applicable Supplementary Product Disclosure Statements and any Policy Wording endorsements which may be issued from time to time, for full details of making a claim, Your obligations and duties, Excesses and the Policy terms and conditions which apply to each section or which apply to the whole Policy as outlined in the terms and conditions of the Policy wording on pages 35 – 37.

A number of exclusions apply to the different sections of the Policy. It is important that You carefully read and are aware of all exclusions which apply to You.

Policy Excess

If You make a claim You will be required to pay an Excess. For example, if You have cover under Section 1B - Contents Cover - and there is a covered loss involving damage to Your Contents to the value of \$10,000 and You have an Excess of \$250, then We will pay You \$9,750.

We note that the general Excess payments are:

Cover	Excess amount
Excess	\$250 – Building & Contents (Accidental damage)
	\$250 – Legal liability
	\$250 – Loss of rent claim
	\$500 – Theft by tenant
	\$500 – Building & Contents (not for Accidental damage)
	\$500 – Pet damage

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

For further details of Your Excess please refer to Your Schedule and Invoice.

Premium

The cost of the Policy is the total premium due as detailed in Your Schedule and Invoice. It is made up of Your premium plus JLT's administration fee and any applicable government taxes and charges. The amount of these taxes and charges will be shown separately on Your Schedule and Invoice. From the premium, a commission or fee may be paid to the following insurance intermediaries:

Party	Role
JLT	Issuer and distributor who receives a commission from the premium
REINSW	Authorised Representative of JLT who receives a commission from JLT's commission for distributing the Policy and providing General Advice
KEY	Underwriting agent who receives a commission from Chubb via JLT for underwriting the Policy
Echelon	Claims manager who receives a commission paid by Chubb via KEY.
Real estate agent	Authorised Distributor of JLT who may receive a fee from JLT's commission if the real estate agent arranges the Policy on behalf of You

The premium payable will be determined by a number of factors including the construction of the Building, the Property of the Building, the Sum Insured, Your claims history, security at the Building and the age and condition of the Building. Please refer to JLT's Financial Services Guide or contact JLT for details on the administration fee, premium, commission/fees, taxes and charges.

The premium payment may also be increased or decreased when changes are made to Your Policy or upon renewal. For Your Initial Period of Insurance of 12 months plus 30 days, the cost of Your premium will only be for 12 months i.e. the 30 days is complimentary. Please note that Your renewal Period of Insurance will be for 12 months only and You will pay premium for those 12 months.

We may cancel the Policy if You have failed to pay the total premium due by the Due Date.

Privacy Statement

JLT, KEY and Chubb each have a privacy policy which sets out personal information they collect and how they collect, disclosure, store and use it.

JLT and KEY Privacy Statement

KEY, a wholly owned subsidiary of JLT, is committed to the protection of Your privacy and is bound by the Australian privacy principles for the handling of Your information.

JLT and KEY's joint privacy policy can be examined by accessing our website (<https://www.au.jlt.com/privacy-policy>) or by obtaining a copy from the KEY privacy officer who can be contacted at:

Address: Level 37, 225 George Street, Sydney, NSW, 2000

Phone: (02) 9290 8000

When You give KEY personal or sensitive information about other individuals, KEY rely on You to have made or make them aware that You will or may provide that information to KEY, the purposes KEY may use it for, the types of third parties that KEY disclose it to and how they can access it. If it is sensitive information KEY rely on You to have obtained their consent on these matters. If You have not done either of these things, You must tell KEY before You provide the relevant information.

Chubb Privacy Statement

In this Statement We, Our and Us means Chubb Insurance Australia Limited (**Chubb**).

You and Your refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our privacy policy and provides an overview of how We collect, disclose and handle Your Personal Information (as defined in Our privacy policy). Our privacy policy may change from time to time and where this occurs, the updated privacy policy will be posted to Our website (www.chubb.com/au)

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on:

Phone: 1800 815 675

Email:- CustomerService.AUNZ@chubb.com.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our privacy policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (**Chubb Group of Companies**), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency, etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this privacy statement and Our privacy policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our privacy officer.

Access to and correction of Your Personal Information

If You'd like a copy of Your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, or You would like a copy of Our privacy policy, please contact Our customer relations team on:

Phone: 1800 815 675

Email: CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete this Personal Information Request Form and return it to:

Email: CustomerService.AUNZ@chubb.com

Fax: + 61 2 9335 3467

Address: GPO Box 4907 Sydney NSW 2001

How to Make a complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our privacy policy for more details, or contact:

Privacy Officer

Chubb Insurance Australia Limited

GPO Box 4907

Sydney NSW 2001

Phone: +61 2 9335 3200

Email: Privacy.AU@chubb.com

How to make a claim

Chubb has retained KEY to manage claims. Echelon has been retained by KEY to act as claims manager.

Please contact Echelon to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where You have advised Us beforehand and We have accepted Your claim. Full details of what You must do for Us to consider Your claim are provided in the 'claims' section in part 2 of this Policy.

In the event of a Claim, please contact:

RealtyProtect Claims Services

Address: PO Box H25 Australia Square NSW 1215

Email address realtyprotect@jlta.com.au

Contact number: 1300 406 877

Cooling Off Period

You have 21 days to consider the information contained in Your Policy, which is Your cooling off period. During Your cooling off period, If You would like, and provided You have not made or are not entitled to make a claim under Your Policy, You have the right to cancel Your Policy. We will refund in full any premium You have paid (less charges or taxes which we are unable to recover).

To exercise this right You must notify Chubb in writing or electronically within 21 days from the date Your Policy first takes effect.

Even after the cooling off period ends You have cancellation rights, as outlined in the next section.

Cancelling Your Policy

Outside of the cooling off period, this Policy may be cancelled by You at any time by giving Us notice in writing of the future date the cancellation is to take effect.

We may cancel this Policy in accordance with the *Insurance Contracts Act 1984* (Cth).

Should We or You cancel Your Policy, We shall retain a pro-rata proportion of the premium for the time the Policy has been in force.

Refund

In the event of cancellation by You or by Us, We will refund Your premium on a pro-rata basis based on the effective date of cancellation or as soon as possible afterwards. Any return premium will be calculated on a pro-rata basis relating to the time on risk and will depend upon any claims made or to be made by You. For instance, We will not refund any premium in the event We have paid a claim for a loss for the maximum Sum Insured provided under any section(s) of this Policy.

If You have paid Your premium in advance, We will refund to You the proportion of the premium for the remaining Period of Insurance.

Complaints and Dispute Resolution

We take the concerns of Our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that You can access. Please note that if We have resolved Your initial complaint to Your satisfaction by the end of the 5th business day after We have received it, and You have not requested that We provide You a response in writing, the following complaint handling and internal dispute resolution process does not apply. The exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or in circumstances of financial hardship.

Stage 1 – Complaint Handling Procedure

If You are dissatisfied with any aspect of Your relationship with Chubb (or any of the other insurance intermediaries including JLT, KEY, Echelon Claims Services, REINSW or any real estate agent in their capacity as Authorised Distributors) including Our products or services and wish to make a complaint, please contact Us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001

Phone: 1800 815 675

Email: Complaints.AU@chubb.com

The members of Our complaint handling team are trained to handle complaints fairly and efficiently. Please provide Us with Your claim or Policy number (if applicable) and as much information as You can about the reason for Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation. We will respond to Your complaint in writing within fifteen (15) business days provided We have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with You to agree reasonable alternative time frames and, if We cannot agree, You may request that Your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep You informed about the progress of Our response at least every ten (10) business days, unless You agree otherwise.

Stage 2 – Internal Dispute Resolution Procedure

If You advise Us that You wish to take Your complaint to Stage 2, Your complaint will be reviewed by members of Our internal dispute resolution team, who are independent to Our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact Our internal dispute resolution team by phone, fax or post (as below), or email at: DisputeResolution.AU@chubb.com

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001

Phone: +61 2 9335 3200

Fax: +61 2 9335 3411

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

We will keep you informed of the progress of Our review of Your dispute at least every ten (10) business days and will respond to Your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with You to agree reasonable alternative time frames. If We cannot agree, You may refer Your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If Your complaint or dispute falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

Stage 3 – External Dispute Resolution

If you are dissatisfied with Our internal dispute determination, or We are unable to resolve Your complaint or dispute to Your satisfaction within forty-five (45) days, You may refer Your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
Phone: 1800 931 678 (free call)
Fax: +61 3 9613 6399
Email: info@afca.org.au
Website: www.afca.org.au

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

Financial Claims Scheme

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to www.fcs.gov.au for more information.

Other taxation implications

There may be taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

Updating Our PDS

We may update the information contained in Our PDS when necessary. A paper copy of any updated information is available to You at no cost by calling or emailing Us or You can access a copy of the PDS at www.realtyprotect.com.au:

We will issue You with a new PDS or a Supplementary PDS where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product.

Part 2 – RealtyProtect Landlord Insurance Policy Wording

Definitions and Words with a Special Meaning

Definitions

Words that begin with a capital letter have a special meaning when used in the Policy. The meanings of these words are given below:

Accident or Accidental means an event of an unforeseen and unintended nature and includes a series of Accidents arising out of the one event.

Action of the Sea means waves, tidal waters or spray from any of these even if it is driven by wind.

Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Additional Benefit means the applicable Additional Benefit of the Policy referred to. An Additional Benefit is only triggered when We have covered and accepted a Claim under Section 1A, 1B, 2 or 3.

Bond Money means money paid by the Tenant and held as security against loss or damage to the Building and/or Contents, outstanding rent or other costs (but not less than 4 weeks' rent). You are only required to apply this money once to any claim under the Policy.

Building means the building owned by You at the Property described in the Schedule and Invoice that is a residential building, flat or unit, and includes:

- a) any domestic outbuildings and their fixtures, including boat sheds or, garages, all owned by You;
- b) fixed coverings on floors, walls and ceilings including permanently affixed floors which are glued or nailed but excluding carpets, curtains, drapes or internal blinds unless the Property is rented as furnished;
- c) fixed appliances which are permanently connected to the electrical, gas or plumbing systems including but not limited to air conditioners, dishwashers, fans, hot water services, light fittings, room heaters and stoves;
- d) services including electricity, water and communications;
- e) structural improvements of a domestic nature that are permanently affixed, including swimming pools, spa baths, saunas, tennis courts, paving, driveways, gates, fences, retaining walls, television antennae and aerials, external blinds and awnings; and
- f) docks, wharves, pontoons or similar structures that are permanently fixed to the land at the Property and that are used for non-commercial purposes at which fuel is neither stored nor distributed.

Buildings are not:

- property of Tenants, their guests or visitors, boarders, lodgers or paying guests;
- carpets, curtains, drapes or internal blinds unless the Property is rented as furnished;
- trees, shrubs or other plants, potted or otherwise; or
- common property if the Building is part of a strata plan or other body corporate.

Contents means the property described below that belongs to You (or for which You are legally responsible) and provided by You for use by the Tenant at the Property:

- a) fittings, furniture, carpets, internal blinds, curtains and drapes;
- b) household goods and furnishings (however, antiques, fine art, paintings, curios and other bona fide artwork, collections of any kind and unfixed electronic equipment are only covered up to a maximum Sum Insured of \$2,500 for any one item;

- c) fixtures and domestic structural improvements not insured by a body corporate or other party defined in the applicable strata legislation or similar state or territory legislation, and
- d) swimming pools and spas that are not permanently fixed.

Contents are not:

- articles belonging to You or any other person, which are not for the sole use of Your tenant and are being stored at the risk address;
- motor cycles, caravans, trailers, watercraft and aircraft (other than model aircraft) or any accessories to such things;
- plants or shrubs or trees in gardens;
- animals and pets; or
- furs, gold or silver articles, jewellery, watches, documents or money.

Due Date means before 4pm on the Start Date or the Renewal Date that the cover under Your current Policy commences as noted in Your Schedule and Invoice.

Deliberate Damage means the loss or damage caused by or arising out of an intentional or malicious act. This does not mean loss or damage that has occurred through Tenant neglect, poor housekeeping or unhygienic living habits.

Echelon means Echelon Australia Pty Ltd ABN 96 085 720 056.

Excess means the amount You must pay for each claim under each section of the Policy. We shall only be liable to indemnify You in excess of this amount. The Excess applies to each loss or series of losses arising from one event.

Flood means the covering of normally dry land by water that has escaped or has been released from the normal confines of any lake, river, creek, or other natural watercourse (whether or not these have been altered or modified), reservoir, canal or dam.

GST means Goods and Services Tax as defined under “*A New Tax System (Goods and Services Tax) Act 1999 (Cth)*”.

JLT means Jardine Lloyd Thompson Pty Limited ABN 69 009 098 864, AFS Licence No. 226827.

KEY means Key Underwriting Pty Ltd ABN 11 146 607 838.

Lease means a written and enforceable rental agreement between You and the Tenant, which complies with the applicable state or territory legislation, for a term of three (3) months or more.

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

Period/s of Insurance means the duration of time of Your Policy as shown in the current Schedule and Invoice. Your initial Period of Insurance is thirteen (13) months and all subsequent Periods of Insurance are twelve (12) months. The precise length of Your initial Period of Insurance will be subject to the number of days in the relevant thirteenth (13th) month. Please refer to Your Schedule and Invoice for Your Period of Insurance.

Policy means the agreement between You and Us to provide insurance cover according to the terms, conditions and exclusions contained in this document (including this PDS and Policy Wording), the application form, the Schedule and Invoice, any attachments to the Schedule and Invoice, and any other document or endorsement issued by Us affecting the cover.

Property means the residential address stated in the Schedule and Invoice showing the location of Your Building and/or Contents.

Re-letting Expenses means the costs necessary to secure a new Tenant and includes but is not limited to advertising. This excludes general cleaning and maintenance.

Renewal Date means the date that cover commences for a renewed Policy as shown on Your Schedule and Invoice.

Replacement Cost means the reasonable and necessary cost of replacing, rebuilding or repairing the Building and/or Contents (or the damaged portion of the Building and/or Contents if they are damaged in part only) to a condition that is substantially the same as when new.

If the Building has heritage or architectural features, or includes structural materials that have ornamental, antique or historical characteristics, or if the original materials are not readily available, the Replacement Cost shall mean the replacing, rebuilding or repairing to a reasonably equivalent appearance and capacity by using equivalent materials that are readily available and suitable for that purpose.

Schedule and Invoice means the document containing Your specific insurance details, which forms part of Your Policy.

Section means the applicable Section of the Policy referred to.

Start Date means the date that cover commences for a new Policy as shown on Your Schedule and Invoice.

Storm means violent atmospheric disturbance including cyclones and strong winds that may be accompanied by lightning, rain, hail, snow or sleet. Storm also includes persistent bad weather, intermittent or persistent rain or hail, and heavy rain by themselves.

Sum Insured means the applicable sum insured under each Section of the Policy as specified in the Schedule and Invoice and/or the Policy Wording.

Tenant means the person or persons named in the Lease and includes any other person who permanently lives at the Property.

Tenant's Pet means a domestic pet, owned by the Tenant and permanently kept at the Property.

Time Reasonably Necessary means the time reasonably necessary in the circumstances to complete repairs, replacement or rebuilding of the Building and/or Contents. Please note that this Section of the Policy does not provide any cover beyond the reasonable date the repairs are completed.

Unfit for Habitation means when, as a result of Accidental loss or damage:

- a) the Property becomes unfit for habitation to such an extent that Your Tenant cannot live in the Property; or
- b) we agree access or use of the Buildings was not possible.

We, Us, Our, Chubb, Insurer means the insurer, Chubb Insurance Australia Limited ABN: 23 001 642 020, AFSL: 239687.

You, Your and Yourself mean the persons named in the Schedule and Invoice as being insured under the Policy.

Section 1: Building and Contents Cover

This part of Your Policy provides cover for Accidental loss or damage to Your Building and/or Contents subject to the terms, conditions and exclusions of the Policy.

Your Policy Schedule and Invoice indicates whether You have elected to insure Building and/or Contents.

Section 1A – Building Cover

What is covered: If a Building Sum Insured is stated in Your Schedule and Invoice, this is the maximum amount of cover available for any claim or series of claims arising out of one event. You are covered for the Accidental loss or damage to Your Building during the Period of Insurance subject to the Policy terms, conditions and exclusions.

We also agree to cover You for the Additional Benefits relating to Building cover where applicable (see page 19 – 24)

What is not covered: We will not cover Your Building/s for any loss of damage that is excluded by any of the General Exclusions (see page 32)

How We pay a Building claim

For a claim for Accidental loss or damage to Your Building, We will (at Our option):

- repair, replace or rebuild the Building or the damaged portion of the Building up to its Replacement Cost;
- pay You the reasonable cost to repair, replace or rebuild the Building or the damaged portion of the Building up to its Replacement Cost; or
- pay to You the Sum Insured applicable to Section 1A.

However if You:

- do not commence work to repair, replace or rebuild the damaged portion of the Building within six (6) months from when the loss or damage occurred; or
- ask Us to pay cash in lieu of the amount it would cost to repair, replace or rebuild the damaged portion of the Building,

then We will pay You no more than the reasonable cost to repair, replace or rebuild the damaged portion of the Building up to the Sum Insured.

Our Limit of Liability: The maximum We will pay for any one claim under Section 1A in any one Period of Insurance shall be the Sum Insured applicable to Section 1A.

However, if We agree to pay You for loss or damage under Section 1A We shall reinstate the Sum Insured applicable to Section 1A (unless Your claim is for a total loss and We pay You the Sum Insured).

Payment of the Excess: You shall be liable for the applicable Excess as stated in the Schedule and Invoice for Section 1A and the Additional Benefits to Section 1A. The Excess applies to each loss or series of losses arising from one event.

Additional Benefits for Buildings and/or Contents

Under Section 1A or 1B of the Policy We will pay the Additional Benefits appearing below. However, these Additional Benefits will only be available to the extent that the Sum Insured applicable to Section 1A or 1B has not been exhausted by a claim for Accidental loss or damage under Section 1A or 1B.

The costs or losses covered by the Additional Benefits numbered 1, 4, 5, 6 and 9 will only be paid when they result from Accidental loss or damage to Your Building covered and accepted by Us under Section 1A.

1. *Authority fees*

Fees, contributions or taxes payable by You to any government or local authority to obtain a building or construction consent to repair, replace or rebuild any damaged portion of the Building, provided that We will not pay:

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

The maximum We will pay in any Period of Insurance is 20% of the Sum Insured applicable to Section 1A.

2. *Fumigation costs*

The reasonable and necessary costs of cleaning up and fumigating a Building or Contents following:

- the death of a person at the Property during the Period of Insurance rendering the Building Unfit for Habitation; or

The maximum amount We will pay for all claims under all sections for this Additional Benefit in any one Period of Insurance shall not exceed \$5,000.

- chemical contamination as a result of any illegal or controlled drug manufacturing, distribution or storage at the Property during the Period of Insurance if the home is rendered Unfit for Habitation.

We will only pay for cleaning and fumigating if:

- i. You or Your representative immediately report the manufacturing, distribution or storage of drugs to the police for investigation (unless the police discover it before You or Your representative);
- ii. a professional assessment confirms contamination that requires cleaning and fumigation. We will pay the assessment costs if it is found that cleaning and fumigation is required, but the cost of the assessment forms part of the maximum limit of liability for this benefit;
- iii. the Property is subject to a signed Lease; and
- iv. You or Your representative inspect the home within six (6) months of the commencement of the initial Lease and then at least annually thereafter.

We will not pay if:

- a) there is no valid Lease in force;
- b) the drugs are not reported to police immediately after they are discovered; or
- c) You were aware or should have been aware that the manufacture, distribution or sale of drugs was occurring at the Property.

The maximum amount We will pay for all claims under all sections for this Additional Benefit in any one Period of Insurance shall not exceed \$65,000.

You shall be liable for the Excess stated in the Schedule and Invoice in respect of each claim made under this Additional Benefit.

3. *Burning out of an electric motor*

We will pay for Accidental loss or damage that occurs during the Period of Insurance to an electric motor that forms part of Your Building, which is caused directly by the burning out of the electric motor.

Under this Additional Benefit, We will (at Our option) pay the reasonable cost to repair or replace the electric motor or any sealed compressor within the motor provided that we shall not be liable for:

- a) the repair or replacement of any part not forming part of the motor;
- b) the cost of repair or replacement of rectifiers and transformers;

- c) any motor under any manufacturer's, seller's or distributor's warranty or guarantee;
- d) any motor used for a business, trade or profession; or
- e) any motor that is partly or wholly submerged or underground.

There will be no reduction for depreciation of motors up to 20 years of age, but for motors 20 years of age and older, We will reduce the amount We pay by depreciation. You shall be liable for the Excess stated in the Schedule and Invoice in respect of each claim made under this Additional Benefit.

Our liability for all claims under this Additional Benefit in any one Period of Insurance shall not exceed \$5,000.

4. *Mortgage discharge legal fees*

The reasonable and necessary legal costs of discharging Your mortgage on the Building if You are required to pay Your mortgage in full following loss or damage.

The maximum that We will pay in any one Period of Insurance is \$5,000.

5. *Professional fees*

Fees and incidental costs reasonably and necessarily incurred by You (with Our prior written consent) of architects, surveyors, consulting engineers and lawyers for:

- estimates;
- plans and specifications;
- applications for building or construction consents;
- quantities;
- tenders; and
- supervision,

in the process of repairing, replacing or rebuilding the damaged portion of the Building. However, We will not be liable for the costs of preparing any claim under this Policy or any other policy.

The maximum We will pay in any one Period of Insurance is 10% of the Sum Insured applicable to Section 1A.

6. *Removal of debris*

Costs reasonably and necessarily incurred by You in removing and disposing of any debris resulting from an insured event, necessary to repair, replace or rebuild any damaged portion of the Building or Contents.

You shall be liable for the Excess stated in the Schedule and Invoice in respect of each claim made under this Additional Benefit.

The maximum We will pay in any one Period of Insurance is 10% of the Sum Insured applicable to Section 1A.

7. *Theft*

We will pay for loss or damage to Your Building or Contents caused directly by theft committed by a Tenant or any person ordinarily residing with the Tenant, but excluding any theft of property in the Open Air.

You shall be liable for the Excess stated in the Schedule and Invoice in respect of each claim made under this Additional Benefit.

The maximum amount We will pay for any claim and for all claims in the aggregate under this Additional Benefit in the Period of Insurance is limited to \$65,000.

8. *Riot and civil commotion*

We will pay for loss or damage to Your Building caused directly by riot and civil commotion not involving Your participation.

You shall be liable for the Excess stated in the Schedule and Invoice in respect of each claim made under this Additional Benefit.

9. *Landscaping*

Costs necessarily and reasonably incurred by You for restoring landscaping, trees, shrubs, plants.

We do not pay if caused:

- a) directly by Storm or other events connected to the weather; or
- b) by any event that is not sudden and unforeseen.

The maximum We will pay under this Additional Benefit during the Period of Insurance is \$750 for loss or damage to any one tree, shrub or plant and a total of \$3,000 during the Period of Insurance.

10. *Removal of fallen trees*

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

We will pay a maximum of \$2,000 under this Additional Benefit for any one loss or series of losses arising out of one event during the Period of Insurance.

11. *Exploratory costs*

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

The maximum We will pay in any one Period of Insurance is 10% of the Sum Insured applicable to Section 1A.

12. *Replacement of external locks*

We will pay the cost of replacing external lock/s to the Building following:

- a) theft of the key/s; and/or
- b) the eviction of a Tenant by a bailiff or sheriff.

We will pay a maximum of \$3,000 under this Additional Benefit during the Period of Insurance.

13. *Inflation Protection*

If You make a claim during the Period of Insurance, the Sums Insured for Your Building will be adjusted to include any increase in the consumer price index from the beginning of the Period of Insurance.

At the end of each Period of Insurance the renewal premium for the next Period of Insurance will be calculated on the amount of the amended Sum(s) Insured at that time.

14. *Damage by Tenant's Pet*

We will pay for loss or damage to Your Building and Contents caused by a Tenant's Pet.

We will pay a maximum of \$10,000 under this Additional Benefit during the Period of Insurance.

15. *Scorching*

We will pay for loss or damage to Your kitchen bench top, household carpet or bathroom vanities caused by scorching but only to the section of bench top, carpet or vanity that was damaged.

We will pay up to a maximum of \$1,000 under this Additional Benefit during the Period of Insurance.

16. *Tax audit expenses*

We will pay for the reasonable cost of accountant fees which You incur as a result of Your personal taxation affairs being audited by the Australian Taxation Office. Any such audit must be first notified to You during the Period of Insurance and You must advise Us of any such audit.

We will pay a maximum of \$3,000 under this Additional Benefit during the Period of Insurance.

We will not pay for:

- any audit conducted in relation to criminal activity;
- any fines, penalties or shortfall in the amount of tax payable;
- fees where the final assessment of Your taxable income for the period being audited is 20% higher than Your original declaration;
- any fees incurred outside any statutory time limit;
- any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by You or on Your behalf to a taxation officer which is false or misleading or can be attributed to deliberate evasion or recklessness;
- any audit conducted in relation to any facts or circumstances of which You were aware or ought to have been aware prior to the commencement of this Policy which were likely to lead to Your making a claim under this Policy; or
- any fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit.

17. *Environmental upgrade benefit*

Where the Building is insured under Section 1A and following a total loss as a result of an insured event and We have agreed to rebuild Your home, We will reimburse You up to a maximum of \$10,000 of the cost, after deduction of any rebate to which You are entitled under any government or council scheme to install any of the following:

- rain water tank;
- solar power system (solar hot water heating or photo-voltaic electricity system);
- hot water heat exchange system; or
- grey water recycling system.

A rain water tank includes the tank and necessary pump, wiring, foundations, stand, pipes and installation costs.

A solar power system includes any photo-voltaic or solar panels and necessary water tank, pump, wiring, supporting framework, inverter, electricity meter, ducting, pipes and installation costs.

A hot water heat exchange system includes the heat exchange system and necessary wiring, stand, pipes and installation costs.

A grey water recycling system includes the recycling system, wiring, pipes and installation costs.

Where the Contents is insured under Section 1B the following cover will apply for Your Contents only:

If We agree to pay a claim for one (1) of the following items:

- refrigerator;
- freezer;
- washing machines (but not clothes dryers); or
- dishwashers,

and it is beyond economic repair, and it had an energy star rating of less than three (3) stars, then We will replace the item with an equivalent item that has an energy rating of at least three (3) stars.

If We agree to pay a claim for a clothes dryer and it is beyond economic repair, and it had an energy star rating of less than two (2) stars, then We will replace the item with an equivalent item that has an energy rating of at least two (2) stars.

We will pay a maximum of \$10,000 under this Additional Benefit during the Period of Insurance.

Section 1B – Contents Cover

What is covered: If a Contents Sum Insured is stated in Your Schedule and Invoice, this is the maximum amount of cover available for any claim or series of claims arising out of one event. You are covered for the Accidental loss or damage to Your Contents during the Period of Insurance subject to the Policy terms, conditions and exclusions.

Refer to Table 1 on page 24, which states the maximum amount We will pay for certain types of Contents.

Additionally, if Your Contents is the following, the maximum amount We will pay for any one item is \$2,500:

- antiques;
- fine art, painting, curios or other bona fide artwork;
- collections of any kind; or
- unfixed electronic equipment.

We also agree to cover You for the Additional Benefits to Contents where applicable (see page 19 – 24)

What is not covered: We will not cover Your Contents for any loss of damage that is excluded by any of the General Exclusions (see page 32)

How We pay a Contents claim

For a claim for Accidental loss or damage to Your Contents, Subject to Table 1 below, We will (at Our option):

- replace Your Contents with new items of the same Replacement Cost;
- repair Your Contents using new materials;
- pay You the reasonable cost to repair or replace Your Contents up to their Replacement Cost; or
- pay to You the Sum Insured applicable to Section 1B.

Our Limit of Liability: Subject to any relevant insured amounts and limits that apply to particular Contents (as specified in the Schedule and Invoice, the definition of Contents or Table 1) the maximum amount We will pay in the aggregate for all claims made under Section 1B (including under the Additional Benefits to Section 1B) in any one Period of Insurance shall be the Sum Insured applicable to Section 1B.

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

Contents limits of liability	
Contents in the Open Air	We will only pay a maximum of 10% of the Sum Insured applicable to Section 1B.
Carpets, wall, floor and ceiling coverings	We will only pay to repair or replace damaged carpet, wall, floor or ceiling coverings in the room, hallway or passageway where the loss or damage occurs.
Contents	We will replace Your Contents if they are unable to be repaired or restored by Us.
Pairs, sets and parts	We will only pay for the reasonable cost of repairing or replacing the individual item itself as a proportion of the reasonable cost of repairing or replacing the entire set, even though the set may be less valuable by reason of it being incomplete.

Payment of the Excess - You shall be liable for the applicable Excess stated in the Schedule and Invoice for Section 1B and the Additional Benefits to Section 1B. The Excess applies to each loss or series of losses arising from one event.

Section 2: Loss of rent due to damage to Building or Contents

This part of Your Policy provides cover for Your loss of rent if the Property becomes Unfit for Habitation as a result of Accidental loss or damage to the Building and/or Contents that is covered and accepted by Us under Sections 1A and/or 1B of the Policy, provided that the loss or damage that causes the Property to become Unfit for Habitation is to the:

- a) Building insured under this Policy or that form part of a strata title insured by any other policy against the peril that caused the damage; or
- b) Contents insured by this Policy.

The maximum amount that We will pay under this Section will be proportionate to the Time Reasonably Necessary in the circumstances to repair, replace or rebuild (as the case may be) the Building and/or Contents to make the Property fit for habitation (i.e. no longer Unfit for Habitation), or 52 weeks' rent, whichever is the lesser. We will use the annual rent as the basis for calculating the amount payable by Us, subject to a maximum of \$1,500 or \$2,000 per week depending on which coverage You have selected. Please refer to Your Schedule and Invoice for confirmation.

It is a condition precedent to cover under this Section that You take all reasonable steps to repair, replace or rebuild (as the case may be) the Building and/or Contents as soon as possible after the loss or damage occurred.

Additional Benefits for Loss of Rent Due to Damage to Buildings or Contents

Under Section 2 of the Policy We will pay the Additional Benefits appearing below, provided We have covered and accepted a claim under Section 1A, 1B, or 2. However, these Additional Benefits will only be available to the extent that the Sum Insured applicable to Sections 1A and/or 1B of the Policy has not been exhausted by a claim for Accidental loss or damage under Sections 1A and/or 1B.

1. *Re-letting Expenses*

If We agree to pay a claim under this Section of the Policy we will then pay up to \$500 for Re-letting Expenses provided that the Bond Money has been fully exhausted and the Bond Money was equivalent to at least 4 weeks' rent.

We will pay up to a maximum of \$500 under this Additional Benefit during the Period of Insurance.

2. *Removal of debris and storage of Tenant's contents following rent default claims*

If We agree to pay for Your loss of rent due to default of rent by the Tenant under this Policy and the Tenant has vacated leaving their possessions at the Property, then we will pay up to \$300 for the removal and storage costs You incur (over and above the Bond Money) for the removal from the Property and storage of the Tenant's possessions.

We will pay a maximum of \$300 under this Additional Benefit during the Period of Insurance.

Payment of the Excess: You are liable for the Excess shown in the Schedule and Invoice for this Section of the Policy. The Excess applies to each Accident or series of Accidents arising out of one event. We are only liable to indemnify You above the Excess amount.

Section 3: Other Loss of Rent

a) Deliberate Damage or theft

We will cover You for Your loss of rent due to the Property being Unfit for Habitation for at least 7 days caused by Deliberate Damage or theft for which a claim under Section 1A and/or 1B has been covered and accepted by Us.

The maximum period for which We will pay is 52 weeks, subject to a maximum of \$1,500 or \$2,000 per week depending on which coverage You have selected. Please refer to Your Schedule and Invoice for confirmation.

b) Default in payment of rent by the Tenant

We will cover You for Your loss of rent due to the default of rent by the Tenant, except in the case of a holiday Building.

The maximum period for which We will pay will not exceed the equivalent of 20 weeks' rent during the currency of one Lease. The currency of one Lease refers to a fixed-term Lease. If the fixed-term Lease has expired and there is a continuous Lease in place, the cover, once the Tenant vacates, will only extend until the statutory notice period has expired as determined by the applicable state or territory's tenancy legislation.

c) Departure of the Tenant from the Property without notice

We will cover You for Your loss of rent due to the departure of the Tenant from the Property without notice, except in the case of a holiday Building.

The maximum period for which We will pay will not exceed the equivalent of 20 weeks' rent during the currency of one Lease.

d) Refusal of the Tenant to vacate the Property

We will cover You for Your loss of rent due to the refusal of the Tenant to vacate the Property following service of an order for possession or eviction issued by a court or tribunal.

The maximum period for which We will pay will not exceed the equivalent of 28 weeks' rent during the currency of one Lease.

e) Death of a sole Tenant

We will cover You for Your loss of rent due to the death of a Tenant under a sole-tenancy Lease.

The maximum period for which We will pay will not exceed the equivalent of 20 weeks' rent during the currency of one Lease.

f) Tenant Hardship

We will cover You for Your loss of rent due to the Tenant being released from Lease obligations due to hardship (including a tenant experiencing domestic violence) as defined or awarded by a court or tribunal, or by legislation.

The maximum period for which We will pay will not exceed the equivalent of 20 weeks' rent during the currency of one Lease.

g) Closure or Evacuation

We will cover You for Your loss of rent due to the closure or evacuation of the whole or part of the Building by order of a competent public authority or if the Building becomes Unfit for Habitation as a result of either:

- i. the outbreak of a notifiable human or infectious or contagious disease occurring at the Property; or
- ii. murder or suicide, or the attempt of either, at the Property or in the vicinity of the Property.

The maximum period for which We will pay will not exceed the equivalent of 20 weeks' rent during the currency of any one Lease.

However, cover under paragraph g) above will not be available and does not apply in respect of highly pathogenic avian influenza in humans or any other diseases declared to be quarantinable diseases under the *Quarantine Act 1908* (Cth) and any similar State or Territory law and any subsequent amendments to those laws.

Where relevant, We will not accept a claim under this Section 3 until You (or Your property manager) have exhausted all reasonable steps legally available to You to remedy the rental default (including by making application for the Bond Money) and/or evict the Tenant.

It is a condition precedent to cover under this Section 3 that You or Your property manager (other representative) take all necessary steps to minimize Your loss.

Payment of the Excess: You are liable for the Excess shown in the Schedule and Invoice for this Section 3 of the Policy. The Excess applies to each Accident or series of Accidents arising out of one event. We are only liable to indemnify You above the Excess amount.

Section 4: Legal Expenses

Under this Section, provided We have covered and accepted a claim under Section 3 (other rent loss), We will pay:

1. the reasonable and necessary legal fees and expenses that You incur with Our prior written approval for the purposes of minimising Your loss of rent due to any of the events covered by Section 3.
 - We will pay a maximum of \$7,500 for any one claim under this Section.
2. the costs You incur when Your property manager represents You in a court or tribunal for the purpose of minimising Your loss of rent due to any of the events covered by Section 3.
 - We will pay a maximum of \$500 for any one claim under this Section.
3. the costs You incur to engage a bailiff or sheriff to evict Your tenant.
 - We will pay a maximum of \$300 for any one claim under this Section.

Payment of the Excess: You are liable for the Excess shown in the Schedule and Invoice for this Section of the Policy. The Excess applies to each Accident or series of Accidents arising out of one event. We are only liable to indemnify You above the Excess amount.

Section 5: Legal Liability

What is covered:

Under this Section We will indemnify You for Your legal liability to pay compensation in connection with Your ownership of the Building and/or Contents up to but not exceeding \$30,000,000 in respect of bodily injury (including death, illness, disability, shock, fright, mental anguish or mental injury) or third party property damage (including loss of property) caused by an Accident occurring at the Property during the Period of Insurance.

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

- a) incurred by You with Our prior written consent in the investigation, settlement or defence of any claim for compensation covered by this Section, and
- b) recoverable by a claimant from You in connection with a claim for compensation covered by this Section.

What is NOT covered:

We will not cover You for any liability, loss or damage that is excluded by any of the General Exclusions (see page 32).

Further, We will not cover any liability or pay for a claim under this Section:

- a) arising out of the ownership, possession or use by You of any land or Buildings other than those Buildings shown in the Schedule and Invoice;
- b) in respect of bodily injury to:
 - i. any member of Your family ordinarily residing with You;
 - ii. any person arising out of or in the course of employment of such person either in the service of You or of any other person insured by this Section of the Policy, or
 - iii. any person arising from the transmission of any disease;
- c) in respect of damage to property:
 - i. belonging to or in the physical or legal control of You or any member of Your permanent household, or
 - ii. belonging to any person in the service of either You or of any other person insured by this Section of the Policy;
- d) arising out of or in connection with any business or occupation carried on by You or of any other person insured by this Section of the Policy other than that of landlord;
- e) arising out of or in connection with lifts or inclinators, mechanically propelled vehicles (other than garden implements used for private purposes) watercraft, aircraft (other than model aircraft) or aircraft landing areas;
- f) arising out of or in connection with property damage caused by a pontoon that has become entirely unfixed or detached from the land at the Property;
- g) arising out of alterations, additions, repairs or decorations to the Building/s which exceed \$75,000 in cost;
- h) arising out of any liability imposed by contract, or for liability all or part of which You have waived or limited Your right of recovery against another party;
- i) for any defamation;
- j) arising from a strata title Building (provided that this exclusion will not apply to Your liability which falls outside the responsibility of the body corporate or strata title company);
- k) in respect of fines or penalties; aggravated, punitive, liquidated or exemplary damages or penalty clauses; or
- l) arising from or in connection with any Tenant's Pet.

Payment of the Excess: You are liable for an Excess of \$250 or the Excess amount outlined in Your Schedule and Invoice for this Section of the Policy, whichever is the larger. The Excess applies to each Accident or series of Accidents arising out of one event. We are only liable to indemnify You above the Excess amount.

Our limit of liability: Our liability to indemnify You under this Section of the Policy (including for Your legal costs and related expenses) will not exceed \$30,000,000 for any one Accident occurring during the Period of Insurance.

If more than one policy issued by Us provides legal liability cover in respect of any one Accident or series of Accidents arising out of one (1) event, then Our liability under all policies shall not exceed \$30,000,000 in the aggregate.

Section 6: General Exclusions

This Policy does not cover any loss, damage, liability, compensation, payment, cost, fee or expense caused by, arising directly or indirectly out of, or in any way connected with:

1. Flood to:
 - a) retaining walls, garden borders and free standing walls;
 - b) the surface of a tennis court;
 - c) wharf, jetty, pontoon or sea wall;
 - d) swimming pools or spas or the liners or covers including the cost of clearing mud or debris out of swimming pools or spas as a result of Flood; or
 - e) gates, fences or wall fences that were in a state of disrepair before the Flood damage occurred.
2. Animals, birds or pets. Provided that this general exclusion will not apply:
 - a) to Tenant's Pets; and
 - b) in connection with liability arising from the ownership by You of any pet.
3. Tenant's Pets kept for a business or commercial purpose.
4. Mildew or mould.
5. Any gradual deterioration or depreciation, wear and tear, rust or corrosion.
6. Loss or damage as a result of Deliberate Damage occurring during maintenance operations or repairs by any Tenant or anyone acting on their behalf.
7. Tenant neglect, poor housekeeping, or unhygienic living habits.
8. Theft by any Tenant or any person ordinarily residing with the Tenant except to the extent covered by Additional Benefit 7 of Section 1A, Additional Benefit 3 of Section 1B or paragraph (a) of Section 3.
9. Fusion or mechanical, electrical or electronic breakdown except to the extent covered under Additional Benefit 3 of Section 1A or Additional Benefit 1 of Section 1B (with respect to the actual burning out of an electric motor) or by any other insured event.
10. Vermin, insects or wildlife.
11. Water seepage or percolation through a wall, floor or roof except to the extent covered by Flood.
12. Roots of trees, shrubs, plants or grass, except to the extent covered by Additional Benefit 10 of Section 1A or Additional Benefit 6 of Section 1B.
13. Tree lopping or cutting down and removal of trees, except to the extent covered by Additional Benefit 10 of Part 2, Section 1A – Building Cover or Additional Benefit 6 of Part 2, Section 1A – Building Cover.
14. Inherent defects, structural defects, or faulty workmanship or design.
15. Settlement, shrinkage, vibration or expansion in buildings, foundations, slabs, walls, pavements or driveways.
16. Buildings in the course of construction or any alteration, addition, demolition, repair to or decoration of the Building exceeding \$75,000 in value.
17. Any process of cleaning, repairing, restoring or maintaining any item of property. This includes any such process undertaken by Your tenant.
18. Any failure by You or Your property manager to take all reasonable measures to protect and maintain the Building and/or Contents.

19. Any war (whether it has been declared or not), civil war or rebellion.
20. The lawful seizure, confiscation, nationalisation or requisition of Your Building and/or Contents.
21. Radioactivity or other contamination from the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.
22. Any pollutant or contaminant being discharged or escaping.
23. Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
24. Legal liability for claims that would not have occurred but for the existence of electronic mail, a computer virus or an internet site or other internet-based service.
25. Death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
26. Any conduct by You, any member of Your family or any other person acting with Your knowledge or participation that is:
 - a) dishonest, fraudulent, or criminal;
 - b) wilfully or recklessly in breach of any statute, contract or duty; or
 - c) intended to cause loss, damage or liability unless the conduct was reasonably intended to protect people or property.
27. Any consequential loss unless it is specifically provided for by this Policy.
28. The breaking of glass:
 - a) in any glasshouse or conservatory;
 - b) used in picture frames, glassware, crystal, crockery, china, ornaments, vases, lamps, clocks or radios;
 - c) used for a purpose not intended; or
 - d) in any items that are wholly or partly in a defective state at the time of breaking.
29. The cost of repairing or replacing any damaged or defective fixed tanks, guttering or pipes or other fixed apparatus (or any part of them) used to hold or carry liquid of any kind.
30. The additional cost of repairing or replacing made necessary to match a repaired or replaced item to a particular style following the bursting, leaking, discharging or overflowing of fixed tanks, guttering or pipes or other fixed apparatus used to hold or carry liquid of any kind.
31. Scratching, denting, cracking, discolouring, scorching or melting of any travertine or similar material (whether fixed or unfixed), tiles, bench tops and spas. Except to the extent covered by Additional Benefit 15, Part 2, Section 1A & Additional Benefit 11 Part 2, Section 1B.
32. Loss or damage occurring 72 hours after an earthquake.
33. Erosion, landslide or subsidence unless the loss or damage occurs within 72 hours of, and is caused by:
 - a) an earthquake or explosion;
 - b) a Storm; or

- c) liquid escaping from a fixed pipe, or an object attached to a pipe, fixed gutter, fixed tank or a drain.
34. Arcing, sparking, scorching, melting or charring where there is no flame except in the case of loss or damage as the result of lightning.
35. Action of the Sea, including any ocean, harbour, bay or tidal water.
36. Loss or damage that results from a Storm to the extent that it was caused by rain, hail, snow or sleet entering the Building as the result of an opening made for the purpose of carrying out construction, demolition, alteration or repair of or to the Building or any part of it.
37. Storm damage to:
- a) swimming pool or spa covers or linings;
 - b) glasshouses or conservatories of any type or form of construction; and/or
 - c) gates and fences not constructed of metal, brick, concrete, masonry or stone that were erected more than 15 years before the commencement of the Period of Insurance.

Section 7: Policy terms and conditions

1. Period of Insurance

New purchases: When You purchase this Policy for the first time You will be covered for thirteen (13) months from the Start Date. The precise Period of Insurance will be subject to the number of days in the relevant thirteenth (13th) month. Please refer to Your Schedule and Invoice for the Period of Insurance.

Renewals: All renewals of this Policy will provide You with twelve (12) months cover from the Renewal Date.

2. Flood waiting period

We will not pay any valid claim for loss or damage arising from Flood for the first 30 days from the commencement of this Policy or from when any amended cover is subsequently provided. However, we will cover You for claims for loss or damage arising from Flood within that period if immediately prior to commencing this Policy, another policy covering the same risk expired, without a break in cover.

3. Occupancy

Subject to general condition 4 (Unoccupied Buildings) below, it is a condition precedent to any claim under the Policy that the Building is:

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

However, cover will remain available under Section 1A (Building Cover), Section 1B (Contents Cover) and Section 5 (Legal liability) for the period of time from when the Building is vacated to the time it is re-let and reoccupied provided the period does not exceed 100 consecutive days.

4. Unoccupied Buildings

The cover provided by the Policy shall cease if Your Building remains unoccupied for a period exceeding 100 consecutive days unless You have obtained Our written agreement for the Policy to remain in force beyond that period.

5. Property condition report

It is a condition precedent to any claim under the Policy that a property condition report in the format required by the applicable state or territory legislation has been completed upon commencement of the Lease.

6. Jurisdiction

Any dispute concerning the interpretation of this Policy will be determined according to the law of Australia. We and You agree to submit to the exclusive jurisdiction of any court of competent jurisdiction in the state or territory of Australia where this Policy was issued and to comply with all requirements necessary to do so.

7. Sanctions clause and exclusion

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged.

Chubb Insurance Australia Limited is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Australia Limited is subject to certain US laws and regulations in addition to EU, UN and Australian sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

8. Your authorised agent

You agree that the person who represents You (who may be Your property manager) is authorised as Your agent to give and receive information on Your behalf when applying for this insurance on Your behalf. Their acts and omissions will be deemed to be Your acts and omissions.

9. Excess

You shall be liable for the Excess being the amount stated in the Schedule and Invoice applicable to each Section of this Policy, except as otherwise noted below.

If more than one Excess is applicable to a claim under the Policy You shall be liable to pay the highest applicable Excess only.

10. Rights of subrogation

- a) If We make a payment under this Policy We are subrogated to all of Your rights of indemnity, contribution or recovery. You must not surrender any of these rights without Our prior written consent.
- b) Any person claiming under this Policy shall at Our request and expense do and allow all things necessary or reasonably required to enable Us to sue in their name for indemnity, contribution or recovery to which We shall be entitled or subrogated upon Us paying for or making good any loss, damage or liability under this Policy.
- c) If We make any recovery using Our right of subrogation You may only recover from Us the amount recovered by Us to the extent that it exceeds the amount We paid to You under this Policy in relation to the loss, damage or liability.

11. Treatment of GST

All monetary limits in this policy may be increased for GST in some circumstances as described below.

We will calculate the amount We will pay You in the following manner:

- a) Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under this Policy) We will pay for the GST amount (in addition to the Sum Insured or other applicable limit shown in the Policy or in the Schedule and Invoice).
- b) If the Sum Insured is not sufficient to cover Your loss We will only pay the GST amount that relates to Our settlement of Your claim.
- c) We will reduce the GST amount We pay by the amount of any input tax credits to which You are or would be entitled.
- d) Where We make a payment under this Policy as compensation instead of payment for the relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

12. Input tax credit entitlement

If You register or are registered for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose, or understate, Your entitlement You may be liable for GST on a claim We may pay. We will not indemnify You for any GST liability (including any fine, penalty or charge) that arises due to Your failure to notify Us of Your entitlement or correct entitlement to an input tax credit on the premium for this insurance.

13. Claims conditions and procedures

- a) If loss or damage or an event occurs that is likely to result in a claim under this Policy, You must at Your expense:
 - i. immediately advise Echelon of the full details of any loss, damage, liability, injury or notice of claim (including legal proceedings) against You, as detailed in the 'How to make a Claim' section of this Policy at page 12;
 - ii. complete and lodge a claim form if requested to do so as detailed in the 'How to make a Claim' section of this Policy at page 12;

- iii. take all reasonable precautions and other steps to prevent further loss, damage or liability occurring and to minimise the claim;
 - iv. immediately inform the police of any actual or attempted Deliberate Damage, theft, housebreaking or attempts to commit any of these things;
 - v. unless Echelon specify an earlier time, provide Echelon within 30 days of the event a written statement giving details of the claim (along with all necessary supporting documentation and evidence of ownership) and any further information that Echelon may reasonably require to investigate and verify the claim; and
 - vi. assist Echelon in the defence of any claim brought against You.
- b) If loss or damage or an event occurs that is likely to result in a claim under this Policy, You must not without Echelon's consent:
- i. dispose of any damaged property, or
 - ii. arrange for the repair or replacement of any property insured under this Policy.
- c) Where a claim is made against You or any other person insured by the Policy:
- i. You or they must not admit liability for or offer to settle the claim, or pay or offer to pay any money or make any promise without Echelon's prior written consent;
 - ii. Echelon will be entitled to take over and conduct in Your name or theirs the defence or settlement of any claim and to prosecute in Your name or theirs for Echelon's benefit any claim for indemnity or damages or otherwise; and
 - iii. Echelon will have full discretion and control in the conduct of the proceedings and the settlement of the claim and You or such other person must give all such information and assistance that Echelon may reasonably require.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to protect and individuals purchasing travel and personal accident insurance.

More information can be found at www.chubb.com/au.

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