

ST. GEORGE UNDERWRITING AGENCY



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LANDLORD'S PROTECTION POLICY

(PRODUCT DISCLOSURE STATEMENT)

PRODUCT DISCLOSURE STATEMENT (PDS)

Preparation Date: 26/03/09

Introduction

This document contains important information designed to help You decide whether to buy Our Landlord's Protection Insurance Policy.

Insurers and the underwriting arrangement

This insurance is provided by Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 (Allianz). In arranging this insurance St. George Underwriting Agency AFS Licence No. 236663 ABN 59 009 357 5821 act as an agent of Allianz and not as Your agent.

Summary of the available covers

Cover Type	Summary of cover (See relevant section for details, relevant limits, and specific conditions and exclusions that apply)
Section 1 – Building & Contents	This covers You for damage to property insured at the situation caused by Defined Events and provides a number of automatic additional benefits.
Optional additional covers: You can apply to buy the following additional sections, however, some covers may not be available independently	
Section 2: - Loss of Rent	This covers You for loss of rent in the event the Building or Contents is damaged by any of the Defined Events in Section 1 so as to become untenable.
Section 3 – Strata Title Mortgagee's Protection	This covers the mortgagee named in the Schedule against loss or damage caused by any of the Defined Events (it does not include the Additional Benefits).
Section 4 – Deliberate Damage by Tenants	This covers You for damage arising from deliberate, intentional or malicious acts to the Building or Contents by the Tenant.
Section 5 – Tenants Default	This covers You for loss of rent, payable by the Tenant, which arises from damage covered under Section 4 or from breach of a written Lease agreement.

Understanding Your Policy and its important terms and conditions

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

- a) about each of the available covers provided in Sections 1 to 5;
- b) the rest of this "Introduction" section - this sets out how You apply for cover, the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Our privacy information and Our dispute resolution procedures;
- c) "Definitions" section - this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- d) "General Exclusions - Applying to all Sections" - this sets out the general exclusions and limits that apply to all covers and benefits;
- e) "General Conditions - Applying to all Sections" - this sets out certain general rights and obligations that You and We have. If You do not meet them We may be able to refuse to pay a claim;
- f) "Other Information" section – this explains other important information in relation to Your duty of disclosure, privacy, renewals and dispute resolution;
- g) the Schedule and any endorsements or other written changes to the cover with which We issue You – these contain specific details relevant to You and can affect the cover.

Applying for cover

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

The base premium We charge varies according to Your risk profile (e.g where You live, the type of property being insured, amount of cover required, other persons insured and relevant claims history etc). In some cases discounts may apply if You meet certain criteria We set. You will also have to pay any compulsory government charges (e.g Stamp Duty and GST) and Fire Services Levy (where applicable) plus any additional charges of which We tell You.

This Policy sets out the cover with which We are able to provide You. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and You may have to bear that part of any loss for which You are not covered. To avoid this, people seek to set the Sum Insured for the relevant property being insured at its estimated replacement value.

Cooling-off and cancellation rights

You have a cooling-off period and cancellation rights under the Policy (see "General Conditions - Applying to all Sections" clauses 4 & 5 for details).

Basis on which We insure You

We agree to insure You:

- * based on the information provided in Your proposal and subject to payment of the required premium by the required date.
- * in accordance with the Policy terms and conditions – Your Policy is made up of Your application, this Policy document, the Schedule and any written endorsements We issue to You. You should carefully read all of these as if they are one document and keep them in a safe place.

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

Information on this Product Disclosure Statement (PDS)

This Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) depending on Your circumstances. Only the parts of this Policy document relevant to cover provided to You as a retail client and any other documents which We tell You are included, make up the PDS for the purposes of the Act. It is important that You read this document and all other Policy documentation which We provide to ensure You are satisfied with the cover You choose. Ask Us if You have any concerns.

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling Us on the telephone number provided on the front cover of this Policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, We will provide You with a new PDS or a supplementary PDS.

LANDLORD'S PROTECTION POLICY

Important Information about the Policy

The Policy explains Your cover, rights and obligations and should be read very carefully (in particular those areas which have been shown in bold print) and retained by You for future reference.

The Agreement

After You have paid the premium, We will insure You, subject to the terms and conditions of the Policy, under those Sections indicated in the Schedule in respect of loss, damage or liability occurring during the Period of Insurance.

We may, at Our option and unless otherwise specified, settle any claim by payment, reinstatement, replacement or repair.

Provided that Our liability will not exceed the Sum Insured nor any specific sub-limits contained in the Schedule or any applicable Section of the Policy.

Definitions

1. **"You" "Your" "Yourself"** means the insured named in the Schedule.
2. **"We" "Us" "Our"** means Allianz Australia Insurance Limited AFS Licence No 234708 ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.
3. **"Policy"** means this document, the Schedule, the Sections, and any other notice We give You in writing. Together they form the Agreement.
4. **"Schedule"** means the attachment which forms part of the Policy and shows Your Policy number, together with the details of Your cover including the sections of the Policy which apply.
5. **"Period of Insurance"** means the period shown in the most recent Schedule or a subsequent period for which the Policy has been renewed.
6. **"Sum(s) Insured"** means the Sum Insured or amount shown in the Schedule for which You have elected to insure.
7. **"Lease"** means a written and enforceable lease, as a domestic rental property, of the situation stated in the Schedule between You and the Tenant, complying with state legislation, for a term of three (3) months or more.
8. **"Tenant"** means the tenant under Lease and includes any immediate family of the tenant residing at the situation stated in the Schedule.
9. **"Buildings"** means the property described below at the address shown in the Schedule but excluding any items for which a Tenant is legally liable under the terms of a Lease or similar agreement:
 - (a) the dwelling house, residential flat or home unit and all domestic outbuildings;
 - (b) structural domestic improvements including:
 - (i) built-in furniture
 - (ii) paths, driveways, terraces, walls, gates, fences, masts, aerials and clothes lines
 - (iii) permanently fixed swimming pools, saunas and spas and associated equipment but not inflatable pool covers
 - (c) pipes, ducts, wires, cables, meters and switches, all of which supply the Buildings with either light, heat, cooling, telephone, water, drainage or sewerage
 - (d) fixed (non-portable):-
 - (i) room heaters, stoves, air conditioners, fans, light fittings and hot water systems
 - (ii) appliances or equipment attached to the gas, plumbing, drainage or sewerage systems, or to the electrical systems other than those items which plug into power points

- (e) exterior blinds and awnings and fixed wall, floor or ceiling coverings other than carpets
 - (f) Contents not exceeding 10% of the Buildings Sum Insured, PROVIDED THAT there is no separate Sum Insured for Contents
 - (g) the cost of replacing external locks following theft of the key, not exceeding \$250 any one claim.
10. **"Contents"** means the property described below in the Buildings for the use of the Tenant and belonging to You:
- (a) fittings, furniture or carpets
 - (b) household goods, furnishings other than those described in (d) below
 - (c) in respect of strata title properties, improvements and decorations not forming part of the strata title property
 - (d) antiques, works of art, collections of any kind and electronic equipment not fixed in the Premises, provided that such items are specified in the Schedule, and provided also that this definition (d) does not include refrigerators, stoves, washing machines or clothes dryers
 - (e) swimming pools not permanently fixed.

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

11. **"Deliberate Damage"** under Section 4 means damage arising from an intentional or deliberate act by the Tenant that occurred whilst the Tenant occupied the situation stated in the Schedule and was not noted on the Property Condition Report at the beginning of the tenancy. **"Deliberate Damage"** does not mean theft.
12. **"Flood"** means the inundation of normally dry land by water overflowing from the normal confines of any natural watercourse or lake whether or not altered or modified or of any reservoir, canal or dam.
13. **"Storm"** means violent atmospheric disturbance which may be accompanied by rain, hail, snow or sleet. Storm does not mean persistent bad weather, or intermittent rain, persistent rain or heavy rain by itself.
14. **"Premises"** means the Buildings and land encompassed by the Lease.

SECTION 1 – BUILDINGS & CONTENTS

DEFINED EVENTS

We will indemnify You in respect of loss or damage caused by the following Defined Events:

1. **Fire, explosion, or lightning**
2. **Earthquake** but excluding the first \$200 of the total amount payable by Us in respect of loss of or damage to Buildings caused by earthquake during any period of 48 consecutive hours.
3. **Theft** or any attempted theft (but excluding theft by any person ordinarily residing with You at the time of the theft and excluding theft or misappropriation by any Tenant or sub-tenant or any servant of such Tenant or sub-tenant).
4. **Bursting, leaking, discharging or overflowing of fixed guttering, fixed tanks, fixed pipes** or other apparatus used to hold or carry liquid of any kind including exploratory costs reasonably incurred in locating the source of damage which constitutes a claim payable under this Section of the Policy, subject to a limit of \$500 any one occurrence but excluding the cost of repair or replacement of the defective part(s) of the guttering, tanks, pipes or other apparatus giving rise to the said loss or damage.
5. **Accidental breakage** of:
 - (a) a telephone handset

- (b) fixed glass, fixed showerbase, fixed basin, fixed sink, fixed bath, fixed lavatory pan or fixed cistern where this Section of the Policy insures Buildings or where You have a legal liability for such breakage
- (c) (where this Section of the Policy insures Contents) mirrors, or glass forming part of furniture (including glass table tops, fixed or unfixed).

but **excluding** accidental breakage of

- (i) a television picture tube or screen
- (ii) the picture tube or screen of an electronic visual display unit
- (iii) a ceramic or glass cooking top
- (iv) glass in a picture frame, a radio set or clock.

6. **Acts of malicious persons or a deliberate or intentional act**, except destruction or damage intentionally caused by:
- (a) You, or
 - (b) a member of Your family ordinarily residing with You, or
 - (c) a person acting with the express or implied consent of any one of them, or
 - (d) a Tenant or sub-tenant, where You are a lessor, other than by fire or explosion.

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

7. **Storm** but excluding loss or damage:
- (a) by the sea, tidal wave, tsunami, high-water, flood (except as provided under 8 following) erosion, subsidence or landslide
 - (b) by water to the Buildings unless caused by water entering the Buildings through openings in walls or roofs made by the storm and/or tempest or the direct consequence thereof
 - (c) by water seeping or percolating through walls, roofs or floors.

8. **Flood damage to Contents** but not exceeding an amount equal to 5% of the Sum Insured on Contents.

9. **Impact** by:
- (a) aircraft or space debris or debris from an aircraft, rocket or satellite
 - (b) any vehicle (including a waterborne craft) or animal (other than an animal kept on the site or a domestic animal)
 - (c) a falling tree or part of a tree (but excluding loss or damage caused by tree lopping or felling by You or a person acting with Your consent)
 - (d) television or radio aerials or masts that have broken or collapsed (but excluding damage to the television or radio aerial or masts).

10. **Riot or civil commotion, or acts of:**
- (a) strikers or locked-out workers or persons taking part in labour disturbances
 - (b) persons of malicious intent acting on behalf of or in connection with any political organisations
 - (c) any lawfully constituted authority in connection with the events specifically referred to in this Defined Event 10 where the resulting loss or damage is directly caused thereby.

11. **Loss of or damage to any part(s) of household electrical machines** (other than radios, televisions, video or sound recording or playing equipment, computers and ancillary equipment and microwave ovens) forming part of:
- (a) Buildings (where the Policy insures Buildings)
 - (b) Contents (where the Policy insures Contents)

caused by the actual burning out of such part(s) by the electrical current therein but **excluding:**

- (i) loss of use, depreciation, wear and tear
- (ii) electrical contacts at which sparking or arcing occurs in ordinary working
- (iii) lighting or heating elements, fuses or protective devices.

Subject to each claim being reduced by 8% for each full year since the manufacture of the item for which a claim is admitted.

ADDITIONAL BENEFITS – Applying to Section 1

This Section of the Policy also insures You for:

1. Legal Liability

Amounts which You may become legally liable to pay as owner of the Premises which is the subject of the Lease, up to but not exceeding \$20,000,000 in respect of any one accident or series of accidents arising out of one event in respect of claims made against You arising from bodily injury (which expression includes death and illness) or damage to property (which expression includes loss of property) caused by any accident occurring at the Premises. We will also pay in connection with any such sums all law costs and charges and expenses:

- (i) incurred with Our written consent in the settlement or defence of claims or litigation arising therefrom
- (ii) recoverable by any claimant from You or from any other person insured by this Section of the Policy.

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

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

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

2. Temporary Removal

Loss or damage caused by any of Defined Events 1 to 11, to Contents (where this Section of the Policy insures Contents)

- (a) whilst in the open air within the walls gates and fences at the situation shown in the Schedule
- (b) within Australia to an amount not exceeding 20% of the Sum Insured on Contents and except insofar as the property is otherwise insured
 - (i) whilst temporarily removed to any occupied private residence or any premises in which You (or any member of Your family permanently residing with You) are temporarily residing or employed or carrying on business but not whilst contained in any tent, vehicle, caravan, waterborne craft or aircraft;
 - (ii) whilst temporarily removed to any other situation or on the person or in transit against loss or damage caused by fire, lightning or explosion.

3. Fees

Architects' fees, surveyors' fees and the cost of removal of debris necessarily incurred in the repair or reinstatement of damage arising from the Defined Events but only to the extent to which the Sum Insured on the damaged property is not otherwise exhausted.

4. Underground Services

Where the Buildings are insured by this Section of the Policy, the cost of repairing accidental damage to underground water supply pipes, underground gas pipes, underground electricity cables extending from the Buildings to the public mains.

SPECIAL CONDITIONS – Applying to Section 1

REINSTATEMENT CONDITIONS

1. (a) Where Buildings are insured by this Section of the Policy, We will pay the cost of reinstatement of property destroyed or damaged to a condition substantially the same as but not better than its condition when new, including the additional cost necessary to comply with government or local by-laws.
- (b) Where Contents are insured by this Section of the Policy, We will pay the replacement cost of any item of furniture or home electrical appliance (other than clothing and household linen) lost destroyed or damaged provided that the item is not more than 20 years old at the time of the loss destruction or damage. Replacement cost means the cost of replacing or repairing to a condition substantially the same as the condition of the item when new.

Provided that

- (i) this Special Condition will not apply to Defined Event 11
- (ii) cover in respect of carpets wall floor and ceiling coverings internal blinds and curtains is restricted to the room or rooms in which loss or damage occurs
- (iii) all other insurances covering the property are on a similar reinstatement basis
- (iv) reinstatement or repair is effected without undue delay
- (v) the property is maintained in good condition
- (vi) until a sum equal to the cost of reinstatement or replacement has been actually incurred Our liability will be limited to the present value of the property destroyed or damaged.

SECTION 2 – LOSS OF RENT

We will insure You against loss of rent in the event of the Buildings or Contents being so damaged by any of the Defined Events under Section 1 as to become untenable.

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

- (a) Buildings insured by the Policy, or
- (b) Buildings forming part of a strata title insured by any other policy against the peril which caused the damage, or
- (c) Contents insured by the Policy.

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

SECTION 3 – STRATA TITLE MORTGAGEE'S PROTECTION

We will insure the mortgagee named in the Schedule against loss, damage or destruction arising from the Defined Events covered under Section 1 of the Policy, but excluding any Additional Benefits applicable.

SECTION 4 – DELIBERATE DAMAGE BY TENANTS

We will insure You for losses arising from Deliberate Damage done to the Buildings or Contents by the Tenant subject to a limit of \$50,000 during the currency of any one Lease. If the Building is insured under Section 1 of this policy, the limit under this Section will be the greater of the Building Sum Insured or \$50,000.

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

It is a condition precedent to liability that You or Your agent shall take all necessary steps to minimise damage.

"**Deliberate Damage**" under Section 4 means damage arising from an intentional or deliberate act by the Tenant that occurred whilst the Tenant occupied the situation stated in the Schedule and was not noted on the Property Condition Report at the beginning of the tenancy. "**Deliberate Damage**" does not mean theft.

SECTION 5 – TENANT'S DEFAULT

We will insure You for loss of rent arising from:

- (a) the Buildings being unfit for occupation for at least 7 days caused by Deliberate Damage for which a claim under Section 4 has been admitted, or
- (b) the default in payment of rent by the Tenant, or
- (c) the departure of the Tenant from the Buildings without notice.

Provided that:

- (i) no claim shall be admitted until such time as any monies collected under the state legislation applicable to residential tenancies are exhausted
- (ii) the total amount payable by Us will not exceed the sum of fifteen (15) weeks' rent during the currency of any one Lease.

It is a condition precedent to liability that You or Your agent will take all necessary steps to minimise loss.

Furthermore, We will insure You for legal expenses incurred with Our prior approval for the purposes of recovery of any amount payable under this Section 5 up to a maximum of \$5,000 any one claim.

GENERAL EXCLUSIONS – Applying to all Sections

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

1. Animals or birds, however this exclusion will not apply in respect of liability arising from the ownership by You of any animal or bird as a domestic pet.
2. Any war whether it has been declared or not, civil war or rebellion.
3. The lawful seizure, confiscation, nationalisation or requisition of Your Building and/or Contents.
4. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.
5. Any pollutant or contaminant being discharged or escaping.
6. **Absolute Asbestos Exclusion**
We will not cover your legal liability for claims that would not have occurred but for the existence of asbestos.
7. **Cyber Exclusion**
We will not cover your 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.
8. **Terrorism**
This policy does not cover loss, liability, injury or damage arising directly or indirectly out of or in any way connected with any act of terrorism that directly or indirectly involves biological, chemical, radioactive or nuclear pollution or contamination or explosion.
An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
 - (a) influence a government or any political division within it for any purpose, and/or
 - (b) influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.
 This endorsement takes precedence over any other provision or endorsement of this policy.

GENERAL CONDITIONS – Applying to all Sections

1. **Occupancy**
It is a condition precedent to any claim under the Policy that the Buildings are:
 - (a) used solely for private residential purposes, and
 - (b) subject to a Lease.
2. **Property Condition Report**
It is a condition precedent to any claim under Sections 4 and 5 of the Policy that a Property Condition Report be completed and signed by You (or Your representative) and the Tenant upon commencement of the Lease.
3. **Excess**
You will bear the first \$200 for every claim in respect of damage to Buildings caused by earthquake during any period of 48 consecutive hours.
4. **Cancellation**
 - (a) You may cancel the Policy at any time by advising Us in writing.
 - (b) We have the right to cancel this Policy where permitted by law. For example, We may cancel this Policy in certain circumstances.
These include:
 - if You failed to comply with Your Duty of Disclosure, or
 - where You have made a misrepresentation to Us during negotiations prior to the issue of this Policy, or

- where You have failed to comply with a provision of Your Policy, including the term relating to payment of premium, or
 - where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You, or
 - where We agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.
- (c) If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover.
- (d) In the event that You have made a claim under this Policy and We have agreed to pay the full Sum Insured for Your property no return of premium will be made for any unused portion of the premium.

5. **Cooling Off Period**

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

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

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

6. **Claims Procedure**

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

7. **Fraudulent Claims**

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

8. **Total Amount Payable**

The Sum(s) Insured You have selected represent the total amount payable by Us under Sections 1, 2 & 3 for loss of or damage to Buildings or Contents caused by any of the Defined Events during any one Period of Insurance and will not exceed the total of those amounts in all. This limitation does not apply to Additional Benefit 1 (Legal Liability) of Section 1 of the Policy.

9. Subrogation

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

10. GST Notice

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

Sums insured

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

Claim settlements – Where We agree to pay

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

- * Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount. We will pay the GST amount in addition to the Sum Insured/limit of indemnity or other limits shown in the Policy or in this Schedule. If Your Sum Insured/limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim. We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.
- * Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
- * Where the Policy insures business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your business that is relevant to Your claim.

Disclosure – Input tax credit entitlement

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

OTHER INFORMATION

Renewal procedure

Before this Policy expires We will normally offer renewal by sending a renewal invitation advising the amount payable to renew this Policy. It is important that You check the information shown before renewing each year to satisfy Yourself that the details are correct.

Your Duty of Disclosure

You have a duty to tell Us before the Policy is entered into, every matter known to You which:

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

This duty applies when You renew, extend, vary or reinstate the Policy.

What don't You need to tell Us?

You do not need to tell Us about any matter:

- that diminishes Our risk;
- that is of common knowledge;
- that We know or should know as an insurer; or
- that We tell You We do not need to know.

Who must tell Us?

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

What happens if You (or they) don't tell Us?

If You (or they) don't comply, We may cancel the Policy or reduce the amount We pay if You make a claim – perhaps to zero. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

Privacy Act 1988

The Privacy Act 1988 contains National Privacy Principles which require Us to tell You that as an insurer We collect, handle, store and disclose Your personal and sensitive information in order to:

- decide whether to issue a Policy,
- determine the terms and conditions of Your Policy,
- compile data, and
- handle claims.

Sensitive information includes, amongst other things, information about an individual's health, membership of professional associations and criminal records. You have given Us Your consent to collect Your personal and sensitive information in order to issue You with this Policy.

We disclose personal information to third parties with whom We deal in providing the relevant services and products. For example, in handling claims, We may have to disclose Your personal and other information to third parties such as other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents or other parties as required by law. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

You have the right to seek access to Your personal and sensitive information and to correct it at any time.

St. George Underwriting Agency aims to ensure that Your personal information is accurate, up-to-date and complete. Please contact Us on (08) 9317 8400 if You would like to seek access to, or revise Your personal information or feel that the information We currently have on record is incorrect or incomplete or believe that the privacy of Your personal information at **St. George Underwriting Agency** has been interfered with. In these cases You are entitled to raise Your concerns. Your complaint will be managed and resolved through Our internal Privacy Complaint Procedure.

Should You wish to obtain more information about Allianz's privacy policies, please contact Us and ask for a copy of the booklet "**General Insurance Information Privacy Code**".

Dispute resolution process – helping You solve any problems

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

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

Regardless of whether the complaint or dispute involves Our staff, an agent, loss adjuster, assessor, investigator or the service We provide, simply call Us on the telephone number provided on the front cover of this Policy document to speak to one of Our customer service officers and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute, if they are unable to do so they will log it and refer it to the appropriate department manager for resolution.

Within Our organisation We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, expedite and monitor complaints received from clients and customers about Our services and products. A staff member involved in the complaints and disputes resolution process will write to You within 15 working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

If You are not satisfied with the outcome of this process

If We are unable to resolve the complaint or dispute We will offer You the option of referring the matter to the insurance industry's external independent complaints scheme subject to eligibility. The scheme will only review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent then they are acting as Our agent and not as Your agent.

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

Where this Policy has been arranged through an intermediary a commission is payable by Us to them for arranging the insurance. This commission is paid to the intermediary from the commission We receive from Allianz Australia Insurance Limited.