

Landlord Insurance



RES
safe
LANDLORD



1300 850 299
www.ressafe.com.au

Insurance Application Form

Yes, I would like to purchase the ResSafe Landlord Insurance.

CONTACT DETAILS:

Contact Name _____

Contact Address _____

Suburb _____ State _____ Postcode _____

Email _____

DETAILS OF INSURANCE(S) TO BE ARRANGED AS FOLLOWS:

Property _____

Suburb _____ State _____ Postcode _____

Name of Insured _____

IMPORTANT DISCLOSURE:

I certify that I have read and understood the JUA Underwriting Agency Pty Ltd Landlord Insurance Policy Wording and Product Disclosure Statement.

PAYMENT INSTRUCTIONS:

I authorise my property agent to pay the amount owing from rent monies collected.

Signature _____

Date _____

NOTES:

- This insurance is issued and underwritten by Jardine Lloyd Thompson Pty Ltd, pursuant to a binding authority granted by JUA Underwriting Agency Pty Ltd.

CONDITIONS OF PLACEMENT:

- This insurance is accepted on the basis that the Insured has not had any insurance denied, cancelled or subject to special conditions in the past for a similar coverage.
- The property must currently be managed by an approved licensed real estate agent or licensed agency.
- The property insured must not be vacant for more than 60 days unless otherwise agreed.
- This insurance is accepted on the basis that the property is not occupied for holiday let, nor for commercial purposes, not a commune, not a display home, not for demolition, not undergoing construction or refurbishment (over \$75,000 in contract value).
- The insured property is not located above the 23rd parallel (cyclone prone areas).
- The insured has not made a single claim over \$5,000 or more than 3 claims on an insurer for physical loss or damage exceeding \$10,000 for losses under a similar policy.

Please return this application to the **ResSafe** office at:
GPO BOX 4773 MELBOURNE VIC 3001
Or fax to 1300 782 512



ResSafe Landlord Insurance

Broad Insurance Protection

Your investment property may be one of the largest investments you make in your lifetime. Help protect your investment today with value-for-money cover from JUA Underwriting Agency Pty Ltd that is specially designed for landlords and investors.

Cover Includes

ResSafe Landlord Insurance provides a range of benefits that are not covered by standard home buildings and contents insurance policies. Enjoy the peace of mind and financial protection against the most common types of loss or damage that may occur to your investment property.

Accidental Damage to Contents, Fixtures & Fittings

- Protect your home contents, fixtures and fittings against accidental damage, fire, storm, theft, malicious damage, breakage of fixed glass, water damage, impact and fusion.
- Up to \$60,000 cover on contents, fixtures.
- Flexible nomination of sum insured for your building.
- Cover for malicious damage by a Tenant.

Loss of Rent and Legal Expenses

Coverage for loss of rent:

- Up to 15 weeks when Tenants abscond, default in payment or upon the death of a sole Tenant.
- Up to 28 weeks when Eviction of Tenant occurs.
- Up to 6 weeks when the Court awards a Tenant with release from lease obligations due to hardship.
- Up to 52 weeks if the Loss or Damage that has occurred is covered under the Building / Contents Section (eg: against fire, storm or impact damage).
- Up to \$6,000 for Legal Expenses and Costs.
- Up to \$2,000 relating to eviction by Statutory Authority. (Baillif, Sheriff and the like)

Note: Payout is based on the weekly rent received from your Tenant and which is the nominated amount in your Policy Schedule. Weekly rent is subject to a maximum of \$1,500 unless otherwise agreed.

Liability Cover

Up to \$20 million cover for legal liability when bodily injury or third party property damage arises from an occurrence happening in connection with your ownership of the investment property.

Contacts

For additional information about this product please contact the ResSafe office on 1300 850 299.

ResSafe Pty Ltd

GPO Box 4773 Melbourne VIC 3181
Phone 1300 850 299 Fax 1300 782 512
enquiries@ressafe.com.au
www.ressafe.com.au

About ResSafe

ResSafe Pty Ltd and subsidiary companies are acting as Corporate Authorised Representatives of Jardine Lloyd Thompson Pty Ltd who have effected the contract as agents of JUA Underwriting Agency Pty Ltd Insurance under a binding authority. (ABN 70 004 566 465)

About Jardine Lloyd Thompson

Jardine Lloyd Thompson Pty Ltd (JLT) is a leading provider of insurance-related risk solutions and corporate services in Australia. JLT is a wholly owned subsidiary of the largest European headquartered insurance broking group, which is also one of the largest firms of its type in the world. (ABN 69 009 098 864)

About JUA Underwriting Agency Pty Ltd (JUA)

JUA Underwriting Agency Pty Ltd is a subsidiary of JUA Holdings Pty Ltd, a privately held company. The financial service will be provided by JUA Underwriting Agency Pty Ltd (JUA), who is licensed under the Corporations Act (Cth) 2001 to carry on a financial services business. JUA have binder agreements with various underwriters of Lloyds.

General Advice Warning

Any advice contained in this publication is general. To help decide if this product suits you, please read the Product Disclosure Statement (PDS) and Policy Wording.

Product Disclosure Statement (PDS)

1. IMPORTANT INFORMATION ABOUT THIS PDS AND POLICY WORDING

This document contains important information required under the Corporations Act 2001 (the Act) and has been prepared to assist You in understanding Landlords Residential Insurance and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need. You should read the PDS, Policy Wording and Schedule of this insurance to obtain a complete description of all the benefits, terms, conditions and exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that You keep them in a safe place for future reference.

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 should consider the appropriateness of this product having regard to Your objectives, financial situation and needs. You need to decide if the limits, type and level of cover are appropriate for You.

Preparation Date

This PDS was prepared on 20 January 2010.

Other documents may form part of Our PDS and if they do, We will tell You in the relevant document.

2. JUA CONTACT DETAILS

JUA Underwriting Agency Pty Ltd
(ABN 70 004 566 465, AFS Licence No. 235411).
In this PDS, "We", "Us", "Our" means JUA Underwriting Agency Pty Ltd.
Our contact details are:

Level 1, 210 George Street, Sydney NSW 2000
Telephone: 1800 252 263
Facsimile: (02) 9247 2411
Email: sydney@jua.com.au

3. COVER WE CAN OFFER

When You apply for this insurance, You will need to provide relevant information. We will use the information supplied by You to decide the terms of cover We will provide. We provide cover to You on the terms contained in the application, the Policy Wording and any other document, including the most recent Schedule that is issued to You.

The Schedule will contain important information relevant to Your insurance including the period of insurance, the type of cover You have selected, Your Premium, the limits (if optional) that You want for particular covers, and whether any standard terms need to be varied by way of endorsement. All of these make up Your "Policy".

4. SUMMARY OF THE BENEFITS AND RISKS

Benefits

Subject to the payment of Your Premium, We will provide the cover You have selected subject to the exclusions, conditions and limitations stated in the Policy and Schedule.

The following is a summary only of the types of cover available and does not form part of the terms of Your insurance. We give examples of some of the significant benefits and risks but You need to read the Policy Wording part of this document which sets out the terms and conditions of this insurance, to make sure it matches Your expectations.

Types of Cover Available	Cover Summary
Section 1: Building Cover	<p>See relevant Section for applicable specific Limits of Liability, definitions, exclusions and conditions. See also general definitions, exclusions and conditions applying to all Sections of the Policy.</p> <p>Cover against loss or damage to Your Building as a result of Malicious Damage or theft occurring during the Policy Period up to the Combined Limit of Liability applicable to Sections 1 and 2.</p> <p>This Section also provides an Additional Benefit of up to \$2,000 for accidental loss or damage caused directly by the burning out of an electric motor forming part of the Building that has a capacity less than 5hp and is less than 10 years old.</p> <p>The Building must be used as a residential dwelling house that You have rented to Tenants and includes domestic outbuildings, located at the Situation, domestic fixtures and fittings, domestic structural improvements, fixed floor covering (but not carpets) and services owned by You.</p>
Section 2: Contents Cover	<p>Cover against accidental loss or damage to Your Contents occurring during the Policy Period up to the Combined Limit of Liability applicable to Sections 1 and 2. Section 2 also provides the following Additional Benefits.</p> <ul style="list-style-type: none">• Cover for accidental loss or damage caused by the burning out of an electric motor forming part of the Contents which is less than 5 hp and 10 years old;• loss or damage to Your Contents caused directly by:<ul style="list-style-type: none">– Malicious Damage;– theft; or– riot and civil commotion. <p>Each of these Additional Benefits are subject to certain limitations and maximum claim limits specified in Section 2.</p> <p>Contents include household goods and appliances, carpets, internal blinds and curtains, fixtures and domestic structural improvements inside a Strata Title unit that are not insured by the Body Corporate, furniture and furnishings that are not built in plus Above Ground Swimming Pools that:</p> <ul style="list-style-type: none">• Are owned by You (or for which You are legally responsible); and• You provide to the Tenant for use at the Situation and are listed in a property condition report signed by the Tenant at the beginning of the Lease.

<p>Section 3: Loss of Rent and Legal Expenses</p>	<p>Cover against loss of Rent as result of:</p> <ul style="list-style-type: none"> • loss or damage covered by Section 1 - Building Cover; • loss or damage covered by Section 2 - Contents Cover; • a Tenant absconding and not complying with Lease obligations; • default of Rent payment including when a court has issued an eviction order against the Tenant; • death of a sole Tenant; or • a court awarding a Tenant a release of Lease obligations due to hardship. <p>The amounts payable for a loss of Rent claim are subject to maximum periods of claim and a maximum weekly recoverable Rent.</p> <p>This Section also provides an Additional Benefit of up to \$6,000 for legal expenses incurred with Our written consent for the purpose of evicting the Tenant or recovering amounts payable by the Tenant for damage caused by the Tenant or rental default by the Tenant.</p> <p>Additional benefits of up to \$2,000 relating to eviction by statutory authority. (Bailiff, Sheriff and the like)</p>
<p>Section 4: Liability Cover</p>	<p>Covers You up to the Limit of Liability applicable to Section 4 for legal liability to pay Compensation in respect of Personal Injury of others or Property Damage of others occurring during the Policy Period as a result of an Occurrence happening in connection with Your ownership of the Property.</p>

Risks

There are certain times when this insurance may not provide cover. Some of the exclusions applying to all Sections of the Policy where We will not pay include, but are not limited to any claim, loss, damage, liability, cost or expense arising out of or in any way connected with:

- Acts of Terrorism;
- asbestos;
- consequential loss;
- dishonest or intentional conduct by You, Your family or any other person acting with Your knowledge, consent or participation;
- loss of Electronic Data;
- known faults and defects;
- lawful seizure of any insured Property;
- mildew;
- pollution;
- radioactivity;
- removal of support or vibration;
- unoccupied Property; and
- war

You should refer to the Policy for full details of the exclusions applying to each Section of the Policy including the 'ADDITIONAL EXCLUSIONS APPLYING TO SECTION 2 - CONTENTS COVER'. These exclusions include, but are not limited to any loss or damage caused directly or indirectly by:

- Flood; or
- the action the Sea, high water or high tide, Storm surge, tidal wave or Tsunami; or
- fusion or mechanical breakdown except to the extent covered under Additional Benefit 1 of Section 1 or Additional Benefit 1 of Section 2;
- soil or earth movement including erosion, subsidence, landslide or mudslide unless the loss or damage directly arises out of an earthquake; or

- settlement, shrinkage, vibration or expansion in buildings, walls, slabs, pavements or driveways; or
- erosion; or
- water seeping or percolating through a wall, floor or roof; or
- vermin, wildlife or insect; or
- wear, tear, rust, corrosion, depreciation or gradual deterioration; or
- inherent defects, structural defects, faulty workmanship or faulty design; or
- the roots of trees, shrubs, plants and grass; or
- any process of cleaning, restoring repairing, retouching or maintenance; or
- any failure on Your part of Your agents to use all reasonable means to protect and maintain the Building and/or Contents at any time;
- renovations, repairs, alterations or additions;
- Tenants, their visitors, their visitors children, or their visitors pets, except to the extent covered under Additional Benefits 2 and 3 of Section 2;
- deliberate or intentional damage except to the extent covered under Additional Benefits 2, 3 and 4 of Section 2.

We will also not pay for any loss or damage to shade cloth, swimming pool covers and liners and solar covers. There are also specific exclusions or conditions that apply under each Section of the Policy. Refer to the specific exclusions and specific conditions in each Section of the Policy Wording for further details.

An Excess may also apply for a valid claim which You are required to contribute towards each and every event that causes loss or damage insured by the Policy. Refer to the Policy Wording and Schedule for details of any Excess that may apply.

If You do not adequately insure Yourself for Your potential loss, You may have to bear the uninsured portion of any loss Yourself.

We may refuse to pay a claim or reduce the amount under a claim in certain circumstances. In particular:

- Where an exclusion applies;
- If You do not comply with the terms and conditions of the Policy;
- If You do not comply with duty of disclosure or make a misrepresentation; or
- If You make a fraudulent claim.

5. DUTY OF DISCLOSURE

Before You enter into a contract of insurance with Us, You have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to Us anything that You could reasonably be expected to know is relevant to Our decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance. Your duty, however, does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of business, ought to know; or

• as to which compliance with Your duty is waived by Us.

The duty of disclosure applies to You and everyone insured under the contract of insurance. If You, or they, fail to comply with the duty of disclosure, We may reduce Our liability under the contract in respect of a claim or may cancel the Policy.

If the non-disclosure is fraudulent, We may treat the Policy as if it never existed and pay nothing. It is important that all information provided in support of Your application for insurance is understood by Us and is correct, as You will be bound by Your answers and by the information provided by You. If You do not understand any part of this notice, You should obtain independent advice. Your duty of disclosure continues after Your application for insurance has been completed up until the contract of insurance is entered into.

13. DISPUTE RESOLUTION

6. CONSEQUENCES OF NON-DISCLOSURE
The duty of disclosure applies to You and everyone insured under the Policy. If You, or they, fail to comply with the duty of disclosure, We may be entitled to reduce Our liability under the Policy in respect of a claim or may cancel the Policy.
If the non-disclosure is fraudulent, We may treat the Policy as if it never existed and pay nothing.

7. CHANGE OF RISK OR CIRCUMSTANCES

You should advise Us immediately of any change to your normal business as disclosed to Us prior to entering into the contract of insurance, such as changes in location, acquisitions or new overseas activities. This includes every change materially affecting the facts of circumstances existing at the commencement of this insurance, or at any subsequent renewal date.

8. PRESERVATION OF SUBROGATION RIGHTS

We will not cover You where You have agreed with another person or company, who would otherwise be liable to compensate You for any loss or damage which is covered by the Policy that You will not seek to recover such loss or damage or contribution from that person or company, to the extent permitted by law, for such loss or damage or contributions.

9. PREMIUM

We take a number of factors into account when calculating Your Premium. Your risk profile, including the level of cover chosen and any previous insurance history will have a significant impact on Your Premium. Your Premium also includes any amounts payable in respect of compulsory government charges (including stamp duty, GST and fire services levy, where applicable). We will tell You, when You apply, what Premium is payable, when it needs to be paid and how it can be paid.

10. TAX IMPLICATIONS

If You:
• are registered for GST; and
• would be entitled to an input tax credit if You were to incur the cost to which a claim under this Policy relates, We will reduce any amount it pays under any such claim by an amount equal to Your input tax credit entitlement.

This tax information is a general statement only. See Your tax adviser for information about Your specific circumstances.

11. COOLING OFF & CANCELLATION

Cooling Off

If this Policy does not meet Your requirements, You may return the Policy to Us within twenty one (21) days from the date the Policy commenced with a written notice that the Policy is not required.
You will receive a full refund of the Premium providing nothing has occurred for which a claim is payable under the Policy.

Cancellation of Your Policy

You may cancel this Policy by giving notice in writing to Us. If such notice is given, the cancellation will take effect on the day the notice is received by Us. We may cancel this Policy in any of the circumstances and in the manner set out in the Insurance Contracts Act 1984 (Cth). Such cancellation is to take effect thirty (30) days from the time notification is received by You. For full details on how this Policy may be cancelled, refer to page 29.

12. HOW TO MAKE A CLAIM

You should advise Us as soon as possible of any event(s) which could lead to a claim. Please contact your Property Manager for full details on claims procedures.

13. DISPUTE RESOLUTION

We are committed to handling any complaints about Our products or services efficiently and fairly. If You have a complaint, contact Us.
If Your complaint is not satisfactorily resolved, You may request that the matter be reviewed by the Internal Dispute Resolution Committee (Committee). We will advise You of the Committee's findings within fifteen (15) working days. If You are unhappy with Our internal review of Your complaint, You may take Your complaint, at no cost to You, to the Insurance Ombudsman Service (the Ombudsman). The Ombudsman can make decisions which We are obliged to comply with.

The Ombudsman can be contacted at:

G.P.O. Box 3 Melbourne VIC 3001

Telephone: 1300 780 808

Facsimile: (03)9613 6399

Email: info@fos.org.au

Website: www.fos.org.au

Further information about the Ombudsman's service is available on request. A brochure describing Our dispute resolution procedure is also available on request.

14. PRIVACY STATEMENT

JUA is committed to protecting the privacy of Internet users who visit JUA's web site. This online privacy statement is intended to inform you of the ways in which JUA collects information, the uses to which that information will be put, and the ways in which we will protect your personal information you choose to provide us.

National Privacy Principles

From 1 January 2002, we have applied the Australian National Privacy Principles set out in the Privacy Act 1988 to the way we collect, use, store, disclose and destroy your personal and sensitive information.

-What is personal information?

This is information about individuals where the individual can be identified. It may include information such as your name, contact details, insurance history or financial details.

-What is sensitive information?

This is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

-Why do we collect personal and sensitive information?

We may directly or indirectly collect this information to enable us to provide our clients with financial services or products including arranging insurance or reinsurance and managing insurance claims or other risks.

-What do we do with the personal and sensitive information we collect?

Unless you tell us not to, we may disclose this information to other organisations where we believe it is necessary to assist us and them in providing their services. Recipients will typically be insurers, reinsurers, other insurance intermediaries, employers, health workers, investigators, lawyers, loss adjusters and our related companies, both in Australia and overseas. These organisations in turn may need to disclose the information to other such third parties, but we limit their use and disclosure to the purpose or purposes for which we supplied it (unless you or we consent).

We also use the information for administrative purposes such as processing applications for insurance.

We may also use your information to let you know about our range of products and services unless you advise otherwise.

We may sometimes be required by law, such as under legislation or by court order, to disclose some of your personal information.

If you do not provide the required information, it may not be possible to provide appropriate products or services to you.

We take reasonable steps to ensure that whenever we collect, use or disclose personal information it is accurate, complete and up-to-date.

Contact us - Questions regarding this statement should be directed to the JUA Privacy Officer:

JUA Underwriting Agency Pty Ltd

Locked Bag 11,

Royal Exchange Post Office,

Sydney NSW 1225

privacyofficer@jua.com.au

Freecall: 1800 252 263

Fax: (02) 9247 2411

15. UPDATING OUR PDS

Information in this PDS may be updated where necessary. A paper copy of any updated information is available to You at no cost by calling Us. You will be issued with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance. Jardine Lloyd Thompson Pty Ltd Version 20/01/2010.