

**Landlords Insurance**

Product Disclosure  
Statement

10 February 2011



## **Welcome to the financial security provided by Calliden Insurance Landlords Policy**

This product is issued by Calliden Insurance Limited ABN 47 004 125 268; AFS Licence No. 234438. The information in this booklet is current at the date of preparation. If the information changes we will issue a supplementary or replacement product disclosure statement.

This product is distributed by authorised representatives and agents of Calliden Insurance Limited who act as our agents and do not act as your agent. The product is also distributed by other insurance intermediaries (brokers) who generally do act as your agent when you purchase this product.

We are happy to explain the benefits of this policy. If you require further information please contact us on 1800 805 899.

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## Important Information

### About this Product Disclosure Statement

This booklet is the Product Disclosure Statement (PDS) for Calliden Insurance Landlords Insurance. It will assist you to make an informed decision about your insurance. It contains information about the policy, its features, benefits, risks and costs. Please read it carefully.

If we accept your application you will receive a policy schedule that summarises the insurance cover you have selected.

This PDS is effective from 10 February 2011.

### Your Records

This PDS and your policy schedule are a record of your cover. They are important documents containing the terms and conditions which apply to our agreement. You may need to refer to them periodically, particularly when your policy is due for renewal or at the time of a claim. Please keep them in a safe place.

**In the event of a claim we may require you to produce evidence of ownership and/or value of the items lost, stolen or damaged. You may also need to provide a copy of your lease or rental agreement. Please keep such documents in a safe place.**

## Our Agreement

The agreement between you and Calliden Insurance consists of:

- your application
- this PDS
- your policy schedule
- any endorsement.

A policy schedule is issued when we agree to cover you and you have paid (or agreed to pay) the premium including any relevant government charges by the inception/due date.

Our liability is limited to:

- the period of insurance shown in your policy schedule
- the policy sections set out in your policy schedule
- the sum(s) insured set out in your policy schedule unless we have agreed to pay more as an additional benefit.

## Your Cooling-off Period

Please read this PDS and your policy schedule carefully to make sure you understand the cover provided and that it is adequate. You have fourteen (14) days after you receive your schedule to alter your cover should you need to. If, for any reason, you are not completely satisfied with your policy we may agree in writing to alter it to meet your needs. Alternatively, you may cancel your policy within the 14-day period by returning it to us with your written instruction.

If you cancel within the 14-day period the premium you have paid will be refunded provided no event has occurred for which a claim is payable under your policy.

## The General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or look at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## Privacy

Calliden respects your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share your information with third parties including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- online at [www.calliden.com.au](http://www.calliden.com.au)
- by phone 02 9551 1111
- by email to [privacy@calliden.com.au](mailto:privacy@calliden.com.au)

- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565

## Dispute Resolution Process

### How you can resolve a complaint you have with us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim
- our handling of your claim
- the service of our representatives, assessors, loss adjusters or investigators, and
- your insurance policy.

### Contact us

- If you have a complaint regarding your claim, please contact your claims consultant.
- If you have a complaint regarding your insurance policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away.
- You can write to us at:
  - Fax: 02 9551 1155
  - Address: PO Box 348, Milsons Point NSW 1565

### How we resolve complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.

- We will handle all complaints without cost to you.
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

### If your complaint is still unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit [www.fos.org.au](http://www.fos.org.au)

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

## Your Duty of Disclosure

Whether you are entering into a policy for the first time or are proposing to renew, vary, extend or reinstate a policy you have a duty of disclosure:

### Your duty of disclosure for new policies

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

### Your duty of disclosure for renewals

If you have already entered into a policy and you are proposing to renew, vary, extend or reinstate the policy your duty of disclosure changes. You have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

### Who needs to tell us?

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 policy.

### What you are not required to disclose:

Your duty does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, and
- we have indicated we do not want to know.

### If you do not tell us

If you do not answer our questions in this way or disclose everything you know, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat this policy as never having been in force.

## Significant Features and Benefits

Landlords Insurance is specifically tailored to the needs of residential property investors. Your policy provides you with financial protection for your building and/or your contents, depending on whether you have chosen Section 1 and/or Section 2. Your building and/or contents are covered for accidental loss or damage.

Additional cover for loss of rent is optional under Section 3. The 'Basic Cover' option provides valuable protection of your rental income if your building becomes uninhabitable as a result of an insured event causing loss or damage to your building, or preventing access to it. The 'Extended Cover' option also covers loss of rent if a tenant defaults on rent payments, vacates the property without appropriate notice, is legally evicted, or if a relevant authority terminates the lease or rental agreement on the grounds of hardship.

Cover for your legal liability as owner and/or occupier of the home is automatically provided under Section 4.

Benefits payable under your policy are detailed in the relevant section. Some benefits are payable within the limit of your sum insured, while others are payable in addition to your sum insured. It is important that you select an adequate sum insured.

In addition to the protection provided by your policy, we offer the following important benefits:

- various discounts – refer 'Cost of Your Policy' on page 11
- a choice of payment methods – refer 'Cost of Your Policy' on page 11, including monthly instalments at no extra cost
- a choice of excesses – refer 'Excess' on page 14
- a 14-day cooling-off period – refer 'Your Cooling-off Period' on page 5
- new for old replacement

- automatic indexation of your building and/or contents sums insured – refer 'Automatic Indexation' on page 15.

## Cost of Your Policy

The amount that we charge you for this insurance when you first acquire your policy and when you renew your policy is called the premium. The premium is the total that we calculate when considering all of the factors which make up the risk, such as:

- the insured value of the building or its contents (the sums insured)
- the construction material of the building
- the location
- type and use of any property being insured
- your previous insurance and claims history.

Your total insurance premium will also include any discounts that you may be entitled to receive. We currently offer a range of standard discounts including:

- if you have combined building and contents cover
- if you have not made a claim in the last 1, 2 or 3 years
- if the building has a sprinklered fire prevention system.

We may also offer special discounts to some customer groups.

The total cost of your policy is shown on your policy schedule and is made up of your premium plus Government Taxes such as, GST, Stamp Duty and Fire Service Fees.

## Paying Your Premium

Various options are available for paying your premium including:

- annual payment by cheque, credit card or cash
- monthly, quarterly or annual instalments by direct debit from your credit card or bank, building society or credit union account.

We do not charge an additional premium if you choose to pay in instalments by direct debit.

## What happens if you do not pay the cost of your policy by the due date?

We will have the right to cancel your policy if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date. Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

## Paying By Instalments

- Where you pay your premium by instalments:
  - we will not pay any claim if at the time the incident giving rise to the claim occurred, at least one instalment of premium remained unpaid for 14 days or more
  - if any instalment of premium has remained unpaid for 30 days, the policy will come to an end without notice to you.
- In the event of a claim, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of your claim.
- If the financial institution holding your account returns or dishonours a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

### Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of your insurance policy include:

Costs or fees	Details
Refund of Premium	<p>You may cancel your policy at any time. If you choose to cancel your policy we will retain a portion of premium which relates to the period for which you have been insured. We will refund the residue for the unexpired period, less any non-refundable government taxes or charges, provided that:</p> <ul style="list-style-type: none"> <li>• no event has occurred where liability arises under the Policy and</li> <li>• the residue amount is over \$20.</li> </ul>
Monthly Instalment Fee	<p>We do not charge any additional fees or charges if you choose to pay your premium in monthly instalments.</p>
Commissions	<p>Your broker or insurance intermediary may receive a commission payment from us when your policy is issued and renewed. If you cancel your policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your FSG, SOA or contact your broker or insurance intermediary directly.</p>

## Excess

Your policy has a standard excess of \$300 for each claim made under the 'Landlords Building Insurance', 'Landlords Contents Insurance', 'Loss of Rent Insurance – Basic Cover', or 'Legal Liability Insurance' sections. You can also choose from the following alternative standard excesses – \$500 or \$1,000. The standard excess you have chosen will be shown on your policy schedule. Your premium will be reduced if you choose a higher than standard excess.

In addition to the standard excess, you will be required to pay a further excess of:

- \$400 for loss or damage caused by theft or malicious acts by tenants or their visitors
- \$200 for loss or damage caused by earthquake
- \$2,000 for loss or damage caused by flood.

If you make a claim under the 'Loss of Rent Insurance – Extended Cover' section your excess will be an amount equal to 4 weeks rent.

## GST Information

When we make a payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any GST input tax credit that you are, or will be, or would have been, entitled to in relation to that acquisition, whether or not that acquisition is actually made.

When we make a payment under this policy as compensation (instead of payment for the acquisition of goods, services or other supply) we will reduce the amount of our payment by the amount of any GST input tax credit that you would have been entitled to had the payment been applied to acquire such goods, services or other supply.

## Automatic Indexation

To provide some protection against the effects of inflation we adjust the sums insured for your building and contents each year as your policy becomes due for renewal. The sums insured are adjusted by a percentage amount determined from time to time to approximate movements in home building costs and the rate of inflation. Your renewal invitation will show the adjusted sums insured and the premium payable. You may choose to vary the sums insured prior to renewing your policy.

In addition, in the event of a claim for a total loss during the period of cover we will adjust the sums insured for your building and contents in line with movements in the Consumer Price Index (CPI), as published by the Australian Bureau of Statistics, between the last policy renewal date and the date of the total loss. For example, if your building was insured for \$200,000 and the CPI has increased by 3% between your last renewal and the time of the total loss of your building, we will increase your cover for your claim to \$206,000.

## Significant Risks

### Your duty of disclosure

You are obliged to provide reliable information and to comply with 'Your Duty of Disclosure' on page 8, which outlines your disclosure obligations and the consequences of not complying with these obligations.

### Under insurance

It is important for you to select a sum insured that fully reflects the current, full replacement value of your property. Please discuss this with your broker.

Alternatively our brochure 'A Range of Options' will assist you in calculating the value of your building and contents. You can obtain this brochure by calling 1800 805 899.

### **Conditions, exclusions and policy limits**

Read this PDS carefully so that you are fully aware of the cover provided by the policy and the conditions, exclusions and policy limits that apply to your insurance.

### **Failure to pay your insurance premium**

For your insurance to remain operational you must pay the insurance premium by the due date. Refer to 'Cancellation' on page 23.

## Terms We Use in this Policy

In this policy some words have special meanings:

**act of terrorism:** includes any act, or preparation in respect of action or threat of action, designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons
- involves damage to property
- endangers life other than that of the person committing the action
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

**aircraft:** any vessel, craft or thing made or intended to fly or move through the atmosphere or space, including model aircraft, parachutes and air balloons.

**body corporate:** the owners' corporation of the strata title development applicable to the strata or unit titles legislation, which appears in the state or territory where the lot is located.

**bond money:** the amount paid by your tenant at the start of the current lease or rental agreement that is held as a security against damage or loss of rent.

**burglary or housebreaking:** theft following forcible entry.

**common property:** property owned by the body corporate forming part of the strata title development.

**default of payment of rent:** the tenant:

- is still occupying the property but is not paying rent, and
- has been issued with the appropriate notices in relation to non payment of rent, such as a notice to remedy breach and/or a notice to leave.

**electronic data:** facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**endorsement:** our written confirmation of any policy amendments.

**excess:** the amount(s) indicated in this PDS or shown in your policy schedule which we require you to pay towards any claim against the policy.

**flood:** the inundation of normally dry land by water escaping or released from the normal confines of any natural or artificial watercourse, lake, reservoir, channel, canal or dam.

**lease or rental agreement:** the written agreement between you and your tenant or your agent that sets out the terms and conditions of the tenancy, including the tenancy period and the amount of rent payable.

**legal expenses:** those expenses you incur when you have to apply to the court for remedial action against your tenant.

**lot:** the lot or unit in the strata title development. It includes fixtures and fittings, which are not insurable by the body corporate. It does not include common property, fixtures and fittings that are insurable by the body corporate or contents.

**malicious acts:** the deliberate or intentional act or acts of person or persons other than you or your agent, acting maliciously.

**open air:** any area at the site which is not fully enclosed by walls and a roof and not able to be locked.

**pair, set or collection:** a group of individual items that are of a similar type and which, when assembled and displayed together as a group, take on a value greater than the sum of the values of the individual items.

**period of insurance:** the period of time stated in your policy schedule for which we have agreed to provide you with insurance cover.

**periodic tenancy agreement:** an ongoing tenancy arrangement that exists when a fixed term lease or rental agreement expires and the tenant continues to occupy your rental property with your approval on the same terms as the original lease or rental agreement.

**policy:** includes this PDS/policy wording, your application, your schedule and any special conditions or endorsements issued to you in either electronic or written form.

**policy schedule/schedule:** the document showing your policy number, details of your cover, options you have chosen, your sums insured and excesses you must pay. It is part of your policy.

**pollutant:** any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**rainwater:** rain falling naturally from the sky.

**rent:** the amount of money paid or payable by the tenant to lease or rent your rental property as set out in the current lease or rental agreement.

**rental property:** the property owned by you for the purpose of renting it to a tenant under a lease or rental agreement. It may be a property on a single title or a lot or unit forming part of a strata title development with a body corporate.

**run-off:** rainwater that has collected on or has flowed across normally dry ground or has overflowed from:

- swimming pools, saunas or spas, or
- normally dry stormwater gutters and normally dry drains, which have been built or approved by a government or public authority.

**site:** the land on which your building or lot is located and its yard used only for domestic purposes at the address shown in your policy schedule.

**storm:** violent wind (including cyclones and tornadoes), thunderstorms and hail, which may be accompanied by rain or snow.

**strata title:** any form of land title that allows for a multiple of titles to exist in or on a block of land where the common property is held under a single separate title.

**sum insured:** the amount which is the limit we will pay for any loss, damage or liability unless we have agreed in writing otherwise. The principal sum(s) insured are shown in your policy schedule and any sub-limits or variations are outlined in this PDS.

**unoccupied:** either no-one is living in your rental property or someone is living in it without your consent.

**watercraft:** a vessel, craft or thing made or intended to float on or through water, that is either

- powered or designed to be powered by motor, or
- exceeds 3 metres in length.

**we, us, our:** Calliden Insurance Limited,  
Level 9, 11–33 Exhibition Street, Melbourne VIC 3000  
ABN 47 004 125 268 and AFS Licence No. 234438

**you, your, insured(s):** the person(s) or corporation named in the policy schedule.

## General Conditions

You are obliged to provide reliable information and to observe policy provisions in order to receive benefit under our agreement. We may refuse your claim, reduce our liability and/or cancel your policy(ies) should you fail to fulfil this obligation. See 'Your Duty of Disclosure' on page 8.

### Your Duty of Care

You must exercise all reasonable precautions:

- for the safety and protection of the insured property
- to prevent personal injury or damage to property
- to maintain your building and contents in good condition
- to obey any laws or regulations that safeguard people or their property
- to comply with the requirements of any applicable residential tenancies legislation.

## Policy Matters

### Territorial limits

Cover under each section of your policy is restricted as follows:

- Section 1 – Landlords Building Insurance  
– restricted to the site
- Section 2 – Landlords Contents Insurance  
– restricted to the site
- Section 3 – Loss of Rent  
– restricted to the site unless otherwise specified
- Section 4 – Legal Liability  
– cover applies anywhere in the world.

### Lease or rental agreement

This policy is for residential properties leased or rented to tenants. For cover to be provided under 'Section 3

- Loss of Rent Insurance' you must have a lease or rental agreement in place at the commencement of this insurance.

### Property inspection reports

You must complete a property inspection report:

- at the time when a new lease or rental agreement commences and
- at the time when an existing tenant vacates the property and
- at any other time required by any applicable residential tenancies legislation.

In the event of a claim we may require copies of the property inspection reports.

### Alteration of risk

You must notify us as soon as possible in writing of any change that may affect the state, condition or use of the property insured, or that may increase the risk of loss, damage or liability. Unless and until we agree in writing to cover the alteration of risk and you pay any additional premium required we shall not be liable for the loss, damage or liability caused by or contributed to by such alteration.

Where a return premium results from an endorsement we will refund the amount provided that no event has occurred where liability arises under the policy and provided the return amount is over \$20.

### Unoccupancy

You must notify us as soon as possible in writing if your rental property is going to be unoccupied for more than sixty (60) consecutive days. Unless and until we agree in writing to cover this alteration of risk and you pay any additional premium required, cover for any loss or damage to your building or contents will not apply during the unoccupied time.

### Renewal obligations

Renewal of this policy beyond the period stated in your policy schedule is subject to there having been no change in the risk insured. You are obliged to notify us of any changes, or any relevant matters that may have occurred during the prior period of insurance, which may affect our willingness to accept your renewal. Please refer to 'Your Duty of Disclosure' on page 8.

### Transfer of interest

No interest in this policy may be transferred without our written consent.

### 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 any amended cover subsequently placed. 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.

### Cancellation

#### By you

You may cancel your policy at any time by telling us in writing. We will retain a portion of the premium, which relates to the period for which you have been insured. We will refund the residue for the unexpired period provided that no event has occurred where liability arises under the policy and provided the residue amount is over \$20.

#### By us

We may cancel your policy at any time as allowed by law by notifying you in writing of the date from which the cancellation is to take effect. Notification will be delivered to the address last notified to us and cancellation will take effect no earlier than 4 pm on the date set out in the cancellation notice. We will retain a portion of the premium which relates to the period for which you have been insured and we will refund the residue for the unexpired period.

## Instalments

Where the premium payment for this policy is made by instalments and one such instalment remains outstanding for a period of at least one (1) month, all benefit under the policy is forfeited and the policy shall be regarded as having been cancelled.

## Other insurance

If you effect (or if there exists to your knowledge) any other insurance covering loss, damage or liability insured by your policy, you must notify us immediately and provide us with details of such other insurance.

## Subrogation

We have the right on your behalf (and in your name) to conduct any negotiation, settlement or legal proceeding, whether prosecuting or defending. Your full co-operation is required in these matters.

Where you have entered into an undertaking with any other party which prevents or limits your/our right to recover from that party all benefit under the policy is forfeited unless you have our prior written consent.

## Fraud

All benefit may be forfeited, our liability reduced and/or your policy(ies) cancelled if you or any person acting with your knowledge or consent or on your behalf:

- engages in any dishonest or fraudulent activity as a means to obtain benefit from this policy, or
- wilfully causes any loss, damage or liability.

## Claims Matters

As soon as possible after an event occurs which may result in a claim under this policy you must at your own expense:

- take all reasonable precautions to prevent or minimise further loss, damage or liability
- notify the police immediately if any of your property is lost, stolen, maliciously or intentionally damaged, or such loss is attempted or suspected

- take all reasonable steps to recover lost or stolen property, and assist in apprehending any guilty party
- contact us and provide us with details of what has happened by:
  - telephoning 1300 880 037
  - writing to our  
Claims Department  
Calliden Insurance  
Level 13, 50 Queen Street,  
Melbourne VIC 3000 or
  - notifying your insurance intermediary or our authorised representative
- complete and submit a claim form for our consideration with full particulars of your loss including details of any party who may be responsible
- give us the opportunity to inspect any loss or damage before you carry out any repairs
- keep any damaged or recovered stolen property and allow us to inspect it if necessary
- obtain our consent before you authorise or commence repairs or otherwise incur any cost, unless the repair or cost is necessary to protect the insured property from further loss, and
- not admit, deny or negotiate any claim with any person.

## General Exclusions

These General Exclusions apply to all sections of the policy.

In addition to these General Exclusions, sections of this policy may be subject to specific exclusions.

**This policy does not cover:**

- the amount of any excess shown in your policy schedule
- properties subject to a rent to own or vendor's terms agreement
- holiday homes or other properties rented on a short term basis or without a lease or rental agreement.

**This policy does not cover any loss, damage, or liability:**

- that is not directly caused by an insured event
- intentionally caused by you, any person acting with your knowledge or consent, or any person (other than tenants) who enters the property with your express or implied consent
- from pre-existing loss or damage, or
- occurring outside Australia, except as provided under section 4 – 'Legal Liability Insurance'.

**This policy does not cover loss, damage, destruction, consequential loss or liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:**

- injury arising, directly or indirectly, out of inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos
- that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos
- contamination or pollution of land, air or water arising directly or indirectly from the actual, alleged or threatened discharge, dispersal, release, seepage,

migration, emission or escape of pollutants or the cost of testing, monitoring, containing, removing, nullifying or cleaning up pollutants, or any fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants

- the use, existence or escape of nuclear weapons or material, ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel
- war (whether war be formally declared or not), any hostilities, invasion, acts of foreign enemies, war-like operations or civil war
- mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, legal seizure or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above
- any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This also excludes loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism
- the legal seizure, requisition, destruction or confiscation of property
- action of the sea, highwater, storm surge or tsunami
- erosion, subsidence, landslide, settling, shrinkage, expansion, undermining, washing away or any other earth movement except when loss or damage is caused by:
  - earthquake
  - storm or rainwater
  - explosion, or
  - escape of liquid

and occurring within 72 hours after the event

- gradual deterioration, wear and tear, fading, marking, scratching, denting, chipping or lack of upkeep or maintenance
- any process of cleaning, repairing, altering, restoring, renovating or dyeing
- any process necessarily involving the application of heat
- any building alteration, addition or repairs to your building where the total cost of the works exceeds \$75,000
- water entering the building through an opening made as part of any alteration, renovation, addition or repair to the building
- the removal or weakening of supports or foundations as part of any alteration, renovation, addition or repair to the building
- inherent defects, faulty workmanship, structural defects, or faulty design
- settling, seepage, shrinkage or expansion in buildings, walls, roofs, floors, ceilings, foundations, pavements, roads and the like
- breakage of mirrors, glassware, crystal, crockery, china and similar items while they are being used, cleaned, or carried by hand
- mechanical or electrical breakdown or malfunction, other than damage caused by fusion or power surge in domestic appliances
- articles or equipment on hire from you or on loan to other than a family member
- housebreaking, burglary or theft while the home is insufficiently furnished to be lived in
- corrosion, rust, mould, wet or dry rot
- all animals kept at the site and any, birds, insects, vermin, termites, moths, including eating, clawing, chewing and pecking
- roots of trees, shrubs, plants or grass
- the felling or lopping of trees by you or by any person acting on your behalf or with your consent, or the removal of trees or branches from the site

- failure or inability of any item, equipment or computer software to recognise correctly, interpret correctly or process correctly any date or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy other than resultant loss or damage to any frozen food, computer equipment or computer software
- flood for the following items:
  - retaining walls, garden borders and free standing walls
  - the surface of a tennis court
  - wharf, jetty, pontoon or sea wall
  - swimming pools or spas or their liners or covers
  - the cost of clearing mud or debris out of swimming pools or spas as a result of flood
  - gates, fences or wall fences that were in a state of disrepair before the flood damage occurred.
- loss of use or consequential loss unless otherwise specified
- total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic data, or any error in creating, amending, entering, deleting or using electronic data, or total or partial inability or failure to receive, send, access or use electronic data for any time at all, or any business interruption losses resulting therefrom, regardless of any other contributing cause or event whenever it may occur, unless such loss or damage is a direct consequence of otherwise insured physical damage.

**This policy does not apply to:**

- any losses (bodily injury, property damage or any other loss covered by this policy) arising, directly or indirectly, out of, or in any way involving the insured's 'internet operations'. This exclusion does not apply to bodily injury or property damage arising out of any material which is already in print by a manufacturer in support of its product, including but not limited

to product use and safety instructions or warnings, and which is also reproduced on its site. Coverage does not include bodily injury or property damage arising out of any other advice or information located on the site that is used for the purpose of attracting customers

- property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - the use of any computer hardware or software
  - the provision of computer or telecommunications services by or on behalf of the insured
  - the use of computer hardware or software by any third party, whether authorised or unauthorised, including any damage caused by any computer virus.

**'Internet operations' means the following:**

- use of electronic mail systems by the insured's employees, including part-time and temporary staff, and others within the insured's organisation
- access through the insured's network to the world wide web or a public internet site by the insured's employees, including part-time and temporary staff, and others within the insured's organisation
- access to the insured's intranet (meaning internal company information and computing resources) which is made available through the world wide web for the insured's customers or others outside the insured's organisation, and
- the operation and maintenance of the insured's web site.

Nothing in this exclusion shall be construed to extend coverage under this policy to any liability which would not have been covered in the absence of this exclusion.

# How We Settle Claims

## When Your Building is Insured

If your buildings suffer loss or damage we will at our option:

- reinstate, rebuild or repair your building to a condition equal to but not better or more extensive than its condition when new
- replace the property with the nearest equivalent new property available or
- pay the cost of reinstatement, rebuilding, replacement or repair.

### Limitations

The following limitations apply:

- the most we will pay for any claim for your building is the sum insured shown on your schedule, except where a benefit is shown as additional to your sum insured
- we will not pay more than the limits shown for any insured event, additional benefit, or group or class of property
- we will pay for loss or damage to fixed coverings on walls, floors and ceilings only in the room, hall or passage where the damage occurred
- where the damage results from escape of liquid from a shower base or shower wall, we will pay the cost of repair to the building but not the cost of repair or replacement of the shower base or wall, unless there is a leak from a pipe within the wall cavity or under the shower base
- we will try to match any materials used to repair your building with the original materials. If we cannot, we will use the nearest equivalent available
- we will not pay any costs for replacing undamaged property

- the work of rebuilding or repair must commence within six (6) months from the date of loss unless we agree in writing otherwise
- should you prefer dearer materials or larger dimensions, or should you not commence with work of building or repair within 6 months of the date of loss, all additional costs will be your own responsibility
- should you prefer not to rebuild, we will pay up to the market value of the building.

Market value: the reduction in the value to the land and building at the site from immediately before to immediately after the event giving rise to a claim under your policy.

## When Your Contents are Insured

If your contents suffer loss or damage we will at our option:

- repair the property to a condition equal to but not better or more extensive than its condition when new
- replace the property with the nearest equivalent new property available
- pay the cost of replacement or repair.

### Limitations

The following limitations apply:

- the most we will pay for any claim for your contents is the sum insured shown on your schedule, except where a benefit is shown as additional to your sum insured
- we will not pay more than the limits shown for an insured event, additional benefit or group or class of property
- we will pay for loss or damage to floor coverings, curtains and internal blinds only in the room, hall or passage where the damage occurred

- for an item which is part of a pair, set, or collection replacement or repair is limited to that item lost, stolen or damaged. We will not pay for any special value the item may have as part of a pair, set, or collection.

## **Excess**

When you make a claim under your policy you will have to pay the excess shown on your policy schedule or detailed in this PDS.

## **Reinstatement of Sum Insured After a Claim**

We will reinstate the sums insured for your building or contents following a claim unless that claim exhausted an insured sum. In the event of a total loss the cover on the exhausted section will end and an additional premium may be required to reinstate cover. Your liability cover will continue for the period of insurance even if there has been a total loss of the building or contents sum insured.

## **Trade Discounts**

Note that in settling your claim we may be entitled to receive trade discounts from suppliers. If we agree to pay you an amount for loss or damage to your building or contents we may take into account our entitlement to such trade discounts.

## Section 1 – Landlords Building Insurance

Your policy schedule indicates whether you have elected to insure your building and the sum insured.

### What Are Buildings?

Building means your residential dwelling at the site used for domestic purposes and includes:

- residential buildings, lots or units
- domestic outbuildings and permanent structural improvements
- pipes, cables, ducts, wires, meters and switches used in connection with the supply of water, drainage, sewerage, communication, lighting, cooling and heating which are your property or for which you are legally responsible
- fixed appliances which are permanently connected to the electrical, gas or plumbing systems, such as airconditioners, dishwashers, fans, hot water services, light fittings, room heaters and stoves
- items built in or permanently fixed to the building
- fixtures and fittings, except those for which your tenant is legally responsible under the terms of the lease or rental agreement
- trees, shrubs and plants, other than in pots or tubs.

### What Are Not Buildings?

Building does not mean:

- if your building is a lot or unit that is part of a strata title development, any part of the building or common property that is insurable by the body corporate
- anything which is covered under 'What Are Contents?' on page 38

- carpets, curtains, internal blinds and light fittings unless your building is tenanted under a lease or rental agreement on an unfurnished basis
- portable electrical appliances and equipment which are attached to a power supply only
- trees, shrubs and plants in pots or tubs
- grass or lawn
- unpaved paths or unpaved driveways constructed of earth or gravel
- buildings established or used for commercial purposes including a hotel, motel, nursing home or boarding house
- buildings and any part of the site used for commercial farming or hobby farming where the site area exceeds 2 hectares.

## Benefits Paid as Part of Your Sum Insured

We provide the following benefits as part of your sum insured.

### Replacement of locks and keys

We pay up to \$1,000 for the rekeying or replacement of external locks operated by a key which is stolen as a result of burglary or housebreaking.

### Trees, shrubs and plants

We pay up to \$1,000 in any period of insurance for loss or damage to trees, shrubs and plants at the site.

We do not cover trees, shrubs or plants in the common property areas of any strata title development.

### Landlords contents

If your building is tenanted under a lease or rental agreement on an unfurnished basis we will also pay up to \$10,000 in total for loss or damage to carpets, curtains, internal blinds and light fittings. You should ensure the building sum insured is sufficient to cover this.

Cover for more than this amount can be taken under 'Section 2 – Landlords Contents'.

### Contracting purchaser

If you have entered into a contract to sell your building we will extend this policy to cover the purchaser from when the purchaser becomes liable for any damage to the building until:

- the contract settlement date
- the contract is terminated
- the purchaser insures the building

whichever occurs first.

### Additional Benefits

We provide the following benefits in addition to your sum insured when the cost is related to a claim we have agreed to cover.

#### Building fees and related costs

We pay the reasonable costs of:

- demolition of your building and removal of debris from the site
- architects', engineers' and consultants' fees
- obtaining building approvals and permits from local authorities
- temporary protection to your property

necessarily and reasonably incurred to replace, rebuild or repair your building. We pay up to 20% of your building sum insured for these costs in total.

### Extra costs of reinstatement

We pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing your building at the site. If only part of your building is damaged we pay only the extra costs you incur in repairing that part.

We pay up to 10% of your building sum insured.

We do not pay any extra costs resulting from any notice that a statutory authority served on you before your building suffered loss or damage.

### Discharge of mortgage

We pay the reasonable legal costs incurred for the discharge of your mortgage following settlement of a total loss claim under this policy.

## Section 2 – Landlords Contents Insurance

Your policy schedule indicates whether you have elected to insure your contents and the sum insured.

### What Are Contents?

Contents means the household goods you own or for which you are legally responsible that you provide for your tenant's use while in your building at the site and includes:

- carpets, loose floor coverings, curtains, and internal blinds
- furniture and furnishings that are not built in
- light fittings which are not permanently fixed to the building
- removable domestic appliances and utensils
- swimming pools, saunas and spas (including their fixed accessories) which are designed to be dismantled and moved

If your building is part of a strata title development, contents includes fixtures and fittings that you have installed and which are not insurable by the body corporate.

### What Are Not Contents?

Contents does not mean:

- contents in the internal or external common property areas of residential flats, home units, town houses or any other type of multiple occupancy residence
- anything which is covered under 'What Are Buildings?' on page 34
- money and negotiable instruments
- documents of any kind
- home office equipment, computers and associated computer equipment or software and mobile phones

- tools and equipment, whether for private use or for your occupation or business
- jewellery, including set or unset stones, watches, gold or silver objects and furs
- collections of stamps, medals, money or bullion
- antique items, curios, pictures and works of art, tapestries and rugs
- bicycles, motor vehicles, motor cycles, motor scooters, mini-bikes, trailers, caravans, watercraft and aircraft, or their accessories
- fish, birds or animals of any kind
- trees, shrubs and plants
- articles belonging to you or any other person, which are being stored at the site or elsewhere in Australia.

## Benefits Paid as Part of Your Sum Insured

We provide the following benefits as part of your sum insured.

### Contents in the open air

We pay up to \$2,000 for loss or damage to your contents in the open air arising from theft or attempted theft or from storm or rainwater.

### Strata title mortgagee protection cover

This cover only applies if your rental property is part of a strata title development and you have a mortgage loan in respect of your lot.

If the body corporate of the strata title development in which your lot is located:

- has either failed to insure the common property, or
- has taken out buildings insurance for an amount which is insufficient to pay the cost of rebuilding the common property

and during the period of insurance the strata title development is damaged by an event covered by this policy, to such an extent that it will have to be completely rebuilt, we will pay:

- the unpaid balance of your mortgage at the date of loss or damage, or
- the sum insured shown in your current policy schedule

whichever is the lesser.

We will pay this to your mortgagee when you are required to repay your mortgage in full following loss or damage to your lot.

If you do not have a mortgage loan on your lot no benefit is payable.

## **Additional Benefits**

We provide the following benefits in addition to your sum insured when the cost is related to a claim we have agreed to cover. We pay up to 10% of your contents sum insured in total for these benefits.

### Removal of debris

We pay the reasonable cost of removing any contents debris from the site following loss or damage to your contents.

We do not cover:

- debris from goods you do not own
- removal of rubbish or abandoned goods left by tenants or arising from tenants' neglect, poor housekeeping or unhygienic living habits.

Refer to section 3 'Loss of Rent' on pages 46 to 50 if you require such cover.

### Storage of contents

We pay the reasonable cost of storage charges necessarily incurred to protect your contents from further loss or damage following a claim.

## What We Cover You For – Sections 1 and 2

We cover your buildings or your contents while they are at the site for accidental loss or damage subject to the terms, conditions, limitations and exclusions of this policy.

We cover the following events with some limitations as outlined below.

### Fire or Explosion

We cover your building or contents for loss or damage as a result of fire or explosion.

We do not cover loss or damage caused by bushfire or grassfire for the first 48 hours from the commencement of this insurance or any amended cover subsequently placed unless:

- you commenced this policy immediately after another policy covering the same risk expired, without a break in cover or
- you commenced this policy immediately after the risk passed to you as purchaser of your building.

### Theft or Attempted Theft

We cover your building or contents for loss or damage as a result of theft or attempted theft.

An additional excess applies to claims for theft or attempted theft by tenants. This is shown on your policy schedule.

We do not pay for loss or damage caused by theft or attempted theft from internal or external common property areas of residential flats, apartments, home units, town houses or any other type of multiple occupancy residences.

## Malicious Acts

We cover your building or contents for loss or damage as a result of malicious acts of other people.

An additional excess applies to claims for malicious damage by tenants. This is shown on your policy schedule.

## Storm and/or Rainwater

We cover your building or contents for loss or damage as a result of storm or rainwater, including run-off and flood.

We cover gates and fences made of wood or that have wooden posts up to 15 years old.

We do not cover:

- retaining walls
- swimming pool covers or liners or
- trees, shrubs or plants.

## Escape of Liquids

We cover your building or contents for loss or damage as a result of bursting, leaking, discharging or overflowing of a fixed pipe, gutter, drain, tank or other apparatus used to carry or store liquid of any kind.

Where claimable damage has occurred we pay up to \$2,000 for the exploratory costs incurred in locating the source of the escaping liquid and repairing any damage caused in identifying the source.

We do not cover the cost of repairing or replacing the pipe, gutter, drain, tank or other apparatus that caused the escape of liquid.

## Fusion or Power Surge

We cover the cost to repair or replace electric motors in domestic appliances or equipment damaged as a result of fusion or power surge.

We cover electric motors up to 15 years old.

We do not cover:

- any electric motor or appliance covered by a warranty or guarantee
- damage to any mechanical part, or
- tools of trade.

## Loss or Damage Caused by Tenants or Their Visitors

We cover your building or contents for loss or damage caused by tenants or their visitors but only if it occurs as a result of:

- accidental breakage of any:
  - fixed glass in your building
  - fixed ceramic or enamel wash basin, toilet, cistern, bath or sink
  - fixed glass forming part of the furniture.

We do not cover:

- glass forming part of a fixed cooking or heating appliance
  - glass in a radio, television or visual display unit
  - tiles or benchtops
  - shower bases.
- fire or explosion (refer above in this section)
  - impact by a vehicle
  - theft or attempted theft (refer above in this section)
  - malicious acts (refer above in this section)

We do not cover loss or damage arising from:

- tenant carelessness, neglect, poor housekeeping or unhygienic living habits
  - maintenance or repair operations carried out by tenants or anyone acting on their behalf.
- escaping liquids (refer above in this section).

## Section 3 – Loss of Rent Insurance

Your policy schedule indicates whether you have elected to also insure for loss of rent.

There are 2 options available:

- Basic Cover – covers the weekly loss of rent when your building becomes uninhabitable due to an insured event
- Extended Cover – taken with Basic Cover, this extends cover to include loss of rent caused by tenants defaulting on rent payments or vacating the property without notice and associated legal expenses.

### Basic Cover

We pay for the loss of rent when your rental property becomes uninhabitable as a result of an insured event covered by this policy:

- causing loss or damage to your building or contents
- causing loss or damage to other property located near your building and preventing access to your building
- if your building is part of a strata title development, causing loss or damage to other parts of the strata title development and preventing access to your building.

For any one loss this benefit covers the weekly rental amount stated in your lease or rental agreement and shown on your policy schedule for up to 52 weeks from the date of the loss.

If your rental property was not tenanted at the time an insured event caused it to become uninhabitable, this benefit covers the amount your rental property could reasonably have been leased or rented for prior to the loss or damage or prevention of access for up to 52 weeks from the date of the loss provided:

- your rental property was advertised as being available for lease or rent in the 14 days prior to the insured event, and
- a lease or rental agreement expired less than sixty (60) days prior to the insured event, and
- your rental property was not unoccupied for more than sixty (60) consecutive days prior to the insured event.

We will only pay a claim under this section 'Basic Cover' if the event causing loss or damage to your building or contents, or preventing access to your building, occurs during the period of insurance.

We will only cover the loss of rent while your building remains uninhabitable as a result of the event.

The standard policy excess applies to claims under this 'Basic Cover' section.

## Extended Cover

We pay for the loss of rent when:

- your tenant defaults on rent payments due under the lease or rental agreement and fails to remedy the default, or
- your tenant vacates your rental property before the end of the tenancy period stated in your lease or rental agreement without giving the required notice, or
- your tenant is legally evicted from your rental property, or
- your lease or rental agreement is legally terminated by the relevant authority on the grounds of hardship on the part of your tenant.

If a claim can be made under more than one event you may only claim under one of the events. It is your choice as to which event you wish to claim under.

This benefit covers the weekly rental amount stated in your lease or rental agreement and shown on your policy schedule:

- for a period of up to 15 weeks, or
- up to \$10,000

whichever is the lesser.

When a lease or rental agreement has defaulted to a periodic tenancy agreement, the benefit payable if your tenant vacates your rental property without giving the required notice is limited to eight (8) weeks rent.

When you or your agent have issued your tenant with a Notice to Leave or equivalent notice valid under the relevant residential tenancies legislation, the benefit payable if your tenant vacates your rental property without giving notice is limited to two (2) weeks rent.

We will only pay a claim under this section 'Extended Cover' if:

- there was a valid lease or rental agreement in place at the commencement of this insurance
- rent payments were up to date at the commencement of this insurance
- your tenant has paid at least four (4) consecutive weeks rent in accordance with the lease or rental agreement, excluding any bond money paid
- your tenant breaches your lease or rental agreement, and
- you have promptly taken all reasonable steps under any applicable residential tenancies legislation to remedy any breach or non-payment and, if appropriate, to evict your tenant.

Any benefit payable for loss of rent will cease when another tenant occupies your rental property.

An excess of four (4) weeks rent applies to claims made under this 'Extended Cover' section.

## Additional Benefits

We provide the following benefits in addition to your sum insured when the cost is related to a claim we have agreed to cover.

### Removal of rubbish

If we have accepted a claim under the 'Extended Cover' section we will also pay up to \$500 for the cost incurred, with our approval, to remove rubbish left by your tenant. We will only do this if your tenant has vacated your rental property before the end of the tenancy period stated in your lease or rental agreement without giving the required notice and left your rental property in state unfit for occupation for at least 14 days. For any one period of insurance this benefit is limited to \$500.

### Legal expenses

If we have accepted a claim under the 'Extended Cover' section we will also pay up to \$3,000 toward legal expenses incurred, with our approval, for the purpose of minimising the claim. For any one period of insurance this benefit is limited to \$5,000.

## How We Will Settle Your Loss of Rent Claim

### Basic Cover option

We will pay you the loss of rent for the period your rental property is uninhabitable up to a maximum of 52 weeks. We will not pay more than the weekly rental amount shown in your policy schedule. If your rental property is not tenanted we will not pay more than the amount your rental property could reasonably have been leased or rented for.

We will deduct the standard excess shown on your policy schedule.

### Extended Cover option

We will not pay for the first four (4) weeks loss of rent.

We will pay you the weekly rental amount for the period your tenant has defaulted in rent payments beyond the first four (4) weeks up to the limit of your policy. We will pay up to 15 weeks rent or \$10,000, whichever is the lesser.

## Section 4 – Legal Liability Insurance

We will indemnify you should you become legally liable to pay compensation for:

- death or bodily injury or illness to any person
- loss or damage to property

resulting from an occurrence during the period of cover anywhere in the world not limited or excluded by this section.

An occurrence is an accident which may include continuous or repeated exposure to substantially the same general conditions. It is all bodily injury or damage to property arising from one original source or cause.

We will also pay the reasonable costs, charges and expenses incurred with our consent in the investigation, settlement or defence of a demand, claim or legal proceeding.

### Limitations

The following limitations apply:

- if your building is insured with us the cover we provide is confined to your legal liability as owner of the building and the site
- if your contents are insured with us the cover we provide is confined to your legal liability as owner of the contents and any resultant personal legal liability occurring anywhere in the world. We do not cover any liability in connection with ownership of the building or the site
- the most that we will pay is \$20,000,000 under this section for any one claim or series of claims arising from any one event, inclusive of all reasonable legal costs, charges and expenses.

## Exclusions

We will not pay should liability arise from:

- any act intentionally committed by you or any person acting with your express or implied consent
- your business or occupation
- the ownership or occupation of buildings or land other than the site specified in your policy schedule
- vibration or interference with support of land, buildings or other property
- any bodily injury or damage to property which is attributable to or contributed to by the consumption of illegal drugs of any kind by you or provided or permitted by you
- the transmission or contracting of AIDS or any AIDS related disease or illness, any venereal disease or illness, herpes, or any other communicable disease or illness
- the use of any motorised vehicle (except a domestic gardening appliance, wheelchair or golf buggy), caravan, trailer, motor cycle, watercraft, aircraft or any landing area for aircraft
- defamation (libel or slander)
- the manufacture, storage, filling, breakdown, transport or use of fireworks, ammunition, fuses, cartridges, gunpowder, nitro-glycerine, celluloid, pyroxylin or other explosives
- bodily injury or death to you, any other person living with you, your employee or any other person deemed by law to be employed by you arising out of or in the course of their employment
- loss or damage to property which is in your physical or legal control

- loss or damage to property that is owned by you or any of your employees
- liability assumed under any contract, warranty or agreement unless the liability would have existed irrespective of the agreement
- fines, penalties, punitive, aggravated or exemplary damages, or
- the ownership or keeping of animals at the site or any other location.









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Calliden Insurance Limited  
Level 9, 11-33 Exhibition Street,  
Melbourne VIC 3000  
ABN 47 004 125 268  
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[www.calliden.com.au](http://www.calliden.com.au)

