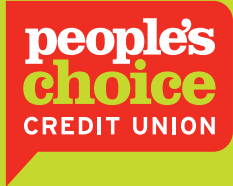
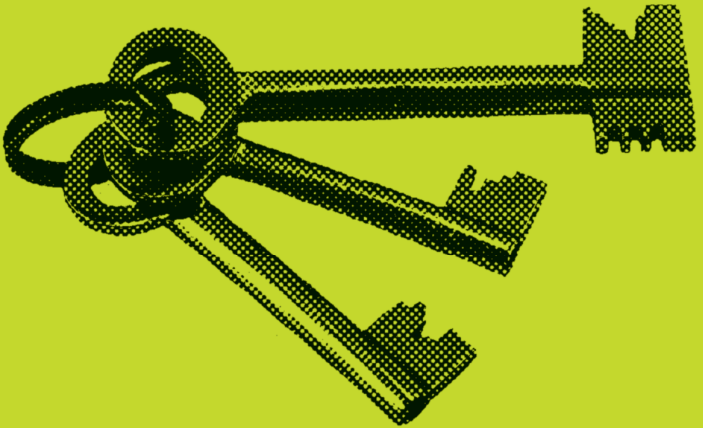


**Insurance**



# **MemberCover Landlords Residential Property Insurance with Flood Cover**



**Product Disclosure Statement and Policy**

## **Additional cover included in this insurance**

When you have insured your building and/or contents and your property is located in the Northern Territory:

You will be covered for loss, damage or liability as a result of storm surge. Storm surge is an increase in sea level caused by an intense storm or cyclone.

This does not include:

- high tides or king tides, or
- any other actions or movements of the sea, not including tsunami.

# **LANDLORDS RESIDENTIAL PROPERTY**

**INSURANCE PRODUCT DISCLOSURE  
STATEMENT AND POLICY  
WITH FLOOD COVER**

**LANDLORDS RESIDENTIAL PROPERTY**

Information in this PDS may need to be updated from time to time where required and permitted by law. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this 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 Policy, we will provide you with a new PDS or a Supplementary PDS.

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# About This Insurance

## Landlords Residential Property Insurance

Landlords Residential Property Insurance provides cover for any accidental loss or damage to the buildings or contents that make up your rental property.

We also provide cover under specific conditions for a range of incidents and additional covers.

You can choose to take out a buildings policy, a contents policy, or a combined buildings and contents policy.

You can also add options to your policy for loss of rent, rent default and theft by a tenant, liability, strata title mortgagee protection and workers' compensation.

Your buildings or contents and the options you have chosen will be covered up to the sum insured, as listed on your current schedule.

To find out **What This Policy Covers**, see page **3** ►  
For **Exclusions To This Cover**, see pages **17–20** ►

## Excesses that may apply when you make a claim

An 'excess' is your contribution towards the cost of a claim. We will tell you if you need to pay an excess when you make a claim.

The type of excess that applies to your policy and the amount of that excess will be listed on your schedule. You may need to pay more than one type of excess when you make a claim. You will only need to pay this amount once when you make a claim.

Your excess will be increased by \$250 for any loss or damage that occurs as a result of an earthquake or tsunami.

When a claim is made for what we identify as one or more separate incidents, you will need to pay any excesses that apply for each separate incident we have identified.

## Bond money we may deduct when you make a claim

We will reduce the amount we will pay for loss or damage to your building or contents, rent default or legal expenses by any bond money that you are entitled to use to pay for or reduce the cost of any loss or damage.



# What This Policy Covers

## Buildings we will cover

We will cover residential buildings, their fixtures and fittings and any structural improvements at your rental property.

### Your buildings include:

- residential buildings, **including:**
  - any professional offices or surgeries in those buildings.
- domestic outbuildings
- fixed coverings to walls, floors and ceilings:
  - these do not include fixed carpets, curtains or internal blinds.
- infrastructure for services, including infrastructure for the supply of electricity, gas, water, internet and telephone
- items built in, fixed to, or on the buildings
- blinds or awnings on the outside of the buildings
- in built swimming pools and spas
- boat jetties or pontoons that you are legally responsible for
- fences and gates (limits may apply).

### Your buildings do not include:

- buildings that a tenant is liable for under the terms of a written, rental agreement, **unless:**
  - the building is listed under 'Your buildings include' as above.
- building materials
- plants, shrubs, trees or grass
- lawns
- loose or compacted soil, gravel, pebbles, rocks or sand
- dams.

# What we will pay for buildings

We will cover your buildings up to the sum insured, as listed on your schedule.

## Contents we will cover

We will cover household goods you own or are legally responsible for that are not fixed or fitted to your buildings at your rental property.

### Your contents include:

- items thinly covered with gold or silver that are not jewellery or watches
- carpets, curtains or internal blinds
- fixtures and fittings that you have installed if you are the owner of a strata title unit, **unless:**
  - the body corporate or similar body has insured them.
- household goods
- furniture and furnishings that are not built in
- portable domestic appliances that are not built in
- swimming pools, saunas and spas that are not built-in and their accessories
- 'special contents', as listed on your schedule.

### Your contents do not include:

- unset precious/semi-precious stones
- plants and trees growing outdoors, **unless:**
  - they are growing in pots or tubs.
- animals, including birds and fish
- jewellery and watches
- items that contain gold or silvers, **unless:**
  - they are items thinly covered with gold or silver.
- furs
- collections of stamps, money or medals
- sporting equipment
- clothing and personal effects

- money and negotiable documents
- battery-powered items as listed below:
  - audio visual equipment
  - camera equipment, including accessories and unprocessed film
  - electronic diaries
  - GPS
  - mobile or portable phones
  - portable computers.
- pedal cycles, motorcycles, mini-bikes, caravans, trailers, aircraft, watercraft or motor vehicles, **unless:**
  - they are ride-on mowers.
- building materials.

## What we will pay for contents

There are set maximum amounts that we will pay when you make a claim. These amounts are listed below and are included in your contents sum insured.

The most we will pay	
<b>Contents</b>	up to the contents sum insured as listed on your schedule (inclusive of GST) in total
<b>Any content item, pair, set, collection or system of contents items</b>	\$20,000 (inclusive of GST) per item, pair, set, collection or system

### Nominating the amount we will pay for contents

When you take out a contents policy, you must nominate the replacement value of your contents at today's prices. This is called your 'sum insured' and is listed on your schedule.

### Increasing the amount we will pay for contents

You can increase the maximum amount we will pay for any content item, pair, set, collection or system by nominating an amount that is higher than \$20,000. Your contents will be listed on your schedule as 'special contents'.

## Where your contents are covered

We will cover your contents at your rental property for loss or damage as a result of an incident we have agreed to cover.

## Accidental damage cover

We will cover your buildings or contents for any accidental loss or damage.

There are also a number of incidents we will cover under specific conditions – these are listed on the following pages.

If you make a claim, you will need to pay any excesses that apply – you will only need to pay this amount once.

Any cover we provide is subject to exclusions.

For **Exclusions To This Cover**, see pages 17–20 ►

## Incident cover provided under specific conditions

### Burning out of an electric motor

We will cover the cost to repair or replace your electric motor if it burns out or fuses.

We will only do this if your electric motor is:

- 15 years old or less, **and**
- no bigger than 3.7 kilowatts (5hp).

## Fire or explosion

We will cover your buildings or contents for loss or damage as a result of a fire or an explosion.

We will not cover loss or damage caused by a bushfire or grassfire within 48 hours of the start date of your policy, **unless:**

- you took out your insurance with us immediately after another insurance policy covering the same buildings or contents expired, without a break in cover
- you took out your insurance with us immediately after the risk passed to you as purchaser of your buildings
- you took out your insurance with us immediately after you signed a lease contract for your buildings.

## Landslide or subsidence

We will cover your buildings or contents for loss or damage as a result of a landslide or subsidence.

We will only do this if the loss or damage occurs within 72 hours of:

- an earthquake or explosion
- a storm or flood, including rainwater or wind, **or**
- liquid escaping from a fixed pipe, or an object attached to a pipe, fixed gutter, fixed tank or a drain.

## Loss or damage by a tenant or their visitors

We will cover your buildings or contents for loss or damage caused by a tenant or their visitors, or tenant's pets.

We will only do this if the loss or damage occurs as a result of:

- accidental breakage of any fixed glass in your buildings, **including:**
  - any window tinting or shatter proofing material attached to the glass
  - fixed shower bases, basins, sinks, spas, baths and toilets.

- fire or explosion, as described on the previous page
- impact by a vehicle
- water or liquid that escapes from:
  - a fixed pipe or an object attached to a pipe, fixed gutter, fixed tank or a drain
  - a bath, basin, sauna, spa, shower base or shower wall, sink, toilet or tiled floor that has drainage holes
  - a washing machine or dishwasher
  - an aquarium
  - a waterbed.
- a deliberate or intentional act, vandalism or a malicious act, **unless** it is a result of:
  - theft
  - tenant neglect, carelessness, poor housekeeping or unhygienic living habits
  - damage occurring during maintenance or repair operations carried out by the tenants or anyone acting on their behalf
  - damage caused by pets belonging to visitors
- accidental damage or loss caused by a tenant's pet up to \$2,500 per claim.

## Storm, flood, rainwater or wind

We will cover your buildings or contents for loss or damage as a result of storm, flood, rainwater or wind.

We will not cover loss or damage as a result of flood within 14 days (336 hours) of the start date of this policy, **unless:**

- you took out your insurance with us immediately after another insurance policy covering flood and insuring the same building or contents expired, without a break in cover.

We will not cover loss or damage caused by a named cyclone within 48 hours of the start date of your policy, **unless:**

- you took out your insurance with us immediately after another insurance policy covering the same buildings or contents expired, without a break in cover
- you took out your insurance with us immediately after the risk passed to you as purchaser of your buildings

- you took out your insurance with us immediately after you signed a lease contract for your buildings.

We will not cover:

- swimming pool covers, **including:**
  - solar covers and plastic liners.
- water entering your buildings:
  - through an opening made for any building, renovation or repair work
  - because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.
- free-standing fences made of corrugated fibrous material that do not have a supporting frame, **unless:**
  - they have been installed and constructed according to the manufacturer's specifications.
- free-standing gates, fences or walls that are made of timber and are more than 15 years old
- jetties, wharves, bridges or pontoons for damage by flood.

## Theft or attempted theft

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

We will not cover your buildings or contents for loss or damage as a result of theft by a tenant or their visitors.

The theft or attempted theft must be reported to the Police.

## Water or liquid damage

We will cover your buildings or contents for loss or damage caused by water or liquid. We will also cover the cost of finding where the water or liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause.

We will not cover your buildings or contents for loss or damage caused by:

- landslide or subsidence, **unless:**
  - we agree to cover the incident as described under 'Landslide or subsidence'.

- water entering your buildings:
  - through an opening made for any building, renovation or repair work
  - because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.
- or the cost of fixing or finding leaks that have not caused loss or damage to your buildings or contents.

We will cover the cost of repairing the item that caused the escape of water or liquid.

For **Landslide or subsidence**, see page 7 ◀

## Additional cover included in this insurance

Your insurance includes a range of covers we refer to as 'additional cover'. These covers are listed on the following pages. The additional cover we provide depends on whether you have a buildings policy, contents policy or a combined buildings and contents policy.

The amount we will pay for these covers is in addition to the sum insured, as listed on your schedule.

If you make a claim for an additional cover, you will not need to pay an excess.

Any cover we provide is subject to exclusions.

For **Exclusions To This Cover**, see pages 17–20 ▶

### Debris removal and demolishing

BUILDINGS

CONTENTS

We will cover the reasonable costs to demolish and remove any debris that results from loss or damage to your buildings or contents, up to 10 per cent of your buildings or contents sum insured.

The debris must occur as a result of an incident we have agreed to cover.



## Mortgagee discharge costs

### BUILDINGS

If you make a claim for the total loss of your buildings, we will cover any legal costs associated with the discharge of any mortgage you have left owing.

The total loss must occur as a result of an incident we have agreed to cover.

## Rebuilding fees

### BUILDINGS

If your buildings suffer loss or damage, and need to be rebuilt as a result, we will cover the costs of employing an architect or surveyor, and also pay any legal fees that arise from the rebuilding, up to 10 per cent of your buildings sum insured.

The rebuilding must occur as a result of an incident we have agreed to cover.

## Sale of your rental property

### BUILDINGS

If you have entered into a contract to sell your rental property, we will extend your buildings cover to the purchaser until:

- the contract settlement date
- the purchaser insures the rental property, **or**
- the purchaser becomes liable for damage to the rental property,

whichever happens first.

This cover will stop immediately if:

- the sale contract is terminated, **or**
- your buildings insurance comes to an end.

## Sum insured

### BUILDINGS

### CONTENTS

If we agree to pay you for a loss to your buildings or contents we will increase your sum insured for buildings or contents by the amount the Consumer Price Index (all groups) has increased since you took out your policy.

However, we will not increase your sum insured for special contents.

You will be fully insured again for your buildings or contents for the amounts shown on your schedule, **unless:**

- your claim is for a total loss and we pay you the sum insured, then your policy comes to an end, subject to any continuing liability cover and no refund of your premium is due.

## Optional cover you can add to your policy

You can broaden the scope of your cover by adding any of the following options. You will need to apply for this cover and pay an additional premium. Any options that we agree to add to your policy will be listed on your current schedule.

Any cover we provide is subject to exclusions.

For **Exclusions To This Cover**, see pages 17–20 ►

### Liability cover

With this option, we will cover your legal liability as a result of any incident listed below that causes loss or damage to someone else's property, or death or bodily injury to other people, during your period of insurance.

The most we will pay for all liability claims under this policy is the sum insured as listed on your schedule (including GST).

This amount includes any legal costs that must be paid to defend the claim and any costs awarded against you.

If you choose this option, it will be listed on your schedule as 'Liability cover'.

If you have insured your buildings, including strata title or a similar scheme, we will cover you for the amount you have to pay as owner or occupier of the buildings.

If your buildings are a total loss, we will continue liability cover for any amount you have to pay as owner or occupier of the buildings for up to six months from the date your buildings are destroyed.

This cover will stop immediately if:

- construction commences at the home
- you sell the land, **or**
- you take out a new buildings insurance policy for the home.

If you have insured your contents and you own part of the building that has been subdivided, we will cover you for the amount you have to pay as owner of your contents, or occupier of your part of the building.

If you have insured your contents we will cover you for the amount you have to pay because of any defect in your contents.

If you provide a car park for your tenant or their visitors to use, we will cover you for the amount you have to pay for damage to property while it is in the car park.

## Loss of rent

With this option, if your buildings or sections of your buildings suffer loss or damage and are uninhabitable as a result, we will cover any loss of rent equal to the weekly amount as stated on your rental agreement or periodic tenancy agreement for up to 12 months. The most we will pay is up to the sum insured, as listed on your schedule.

If you choose this option it will be listed on your schedule as 'Loss of rent'.

This cover applies when:

- loss or damage to your buildings or contents occurs as a result of an incident as listed in this PDS
- access to your rental property is prevented due to loss or damage to other property located near your rental property.

We will only cover loss of rent while your rental property is uninhabitable.

We will also provide cover for up to two weeks rent, up to \$1000 (inclusive of GST) after:

- a death of a sole tenant that occurs before the end of the tenancy period of your rental agreement or during a periodic tenancy agreement.

Cover will start from the date of death of the sole tenant.

We will not pay **if**:

- the sole tenant had given you or your agent notice in accordance with the rental agreement or periodic tenancy agreement prior to their death
- your rental agreement or periodic tenancy agreement is legally terminated by a Residential Tenancies Tribunal or another relevant authority on the grounds of hardship on the part of the tenant.

Cover will start from when the termination order issued by the Residential Tenancies Tribunal or other relevant authority takes effect.

This cover will stop immediately if your rental property is re-tenanted.

An excess may apply to this option.

This option is available for buildings or contents policies.

## Rent default and theft by a tenant

With this option, we will cover:

- rent default and theft by a tenant
- legal costs you incur as a result of rent default or theft by a tenant.

If you choose this option, it will be listed on your schedule as 'Rent default and theft by a tenant'.

We will only cover rent default for the weekly amount your rental property is leased for, up to \$5,000 (inclusive of GST), less any excess or bond money that applies:

- if your tenant leaves your rental property before the end of the tenancy period of your rental agreement or periodic tenancy agreement, without giving you or your agent notice
- if your tenant is legally evicted from your rental property
- if your tenant stops paying rent owed to you or your agent.

We will only pay a rent default claim:

- if the tenant breaches your rental agreement or periodic tenancy agreement, **and**
- you have taken all reasonable steps legally available to you under the *Residential Tenancies Act*, or other relevant state or territory legislation, to remedy non-payment and evict the tenant.

Your cover for rent default ceases if the rental agreement could have been legally terminated by you.

Cover for rent default will not apply if the rent is in arrears at the commencement date of this insurance. This cover will not commence until all rent arrears have been paid, and the tenant has paid a minimum of four consecutive weeks of the agreed rent in accordance with the rental agreement.

When a rental agreement defaults to a 'periodic tenancy agreement', we will only pay up to two weeks rent after a tenant vacates the building without notice.

When you or your agent issues a notice to leave to a tenant, we will only pay up to two weeks rent after the tenant vacates the building.

We will not pay a claim if your tenant leaves the building with, or without notice, and you have failed to rectify a 'Notice of Remedy' breach issued by the tenant to you.

This cover will stop immediately:

- if your rental property is re-tenanted, **or**
- when the term of your rental agreement ends.

We will only cover theft by a tenant or their visitors of:

- any part of your buildings, up to the buildings sum insured, as listed on your schedule, after deducting any excess that applies, if you have insured your buildings
- your contents, up to the contents sum insured, as listed on your schedule, after deducting any excess that applies, if you have insured your contents.

If we have agreed to pay a rent default or theft by a tenant claim we will also cover legal costs as a result of rent default or theft by a tenant, up to \$1,000 (inclusive of GST) that you incur to:

- legally evict a tenant
- recover amounts owed to you by a tenant, **unless** the legal costs are solely to recover excesses that apply to a claim under this policy, **or**
- recover amounts for items stolen from your rental property by a tenant or their visitors.

We will only pay your legal costs if we agree to pay them and before they are incurred.

An excess applies to this option.

## Strata Title Mortgagee Protection

With this option, we will cover the amount you must pay to settle your mortgage following loss or damage to buildings that you own under a strata title or similar plan.

If you choose this option the individual amount you nominate and any excesses that apply will be listed on your schedule under 'Strata Title Mortgagee Protection'.

We will pay up to the amount you owe on your mortgage, but no more than the sum insured, as listed on your schedule.

We will pay this amount to your mortgagee when you are required to pay your mortgagee in full, **however:**

- the loss or damage must occur as a result of an incident we have agreed to cover.

We will only pay this when the body corporate:

- has not insured the buildings, **or**
- has not insured the buildings for loss or damage you can claim for under this policy.

This option is available as a stand-alone policy.

An excess may apply to this option.

## Workers' Compensation

If you employ a person to do work around your rental property such as cleaning or gardening, you can add cover for the amount you are liable for if they are injured while working for you, subject to the relevant legislation in your state or territory.

If you choose this option, it will be listed on your schedule as 'Workers' Compensation'.

You will need to check with your local Workers' Compensation Authority as this cover may be compulsory.

This cover only applies to employees doing work in connection with you as owner, operator or manager of the rental property. We will not cover any person that is working for you in your business, profession, trade or occupation.

An excess may apply to this option.

To find out **who the insurer is for this option**, see **inside back cover** ►

# Exclusions To Your Cover

Any cover we provide is subject to the following exclusions.

## Accidental damage cover, additional cover and optional cover exclusions

We will not cover any loss or damage as a result of, or caused by:

- settling, shrinkage or any movement of earth
- erosion, rust, corrosion, gradual deterioration, depreciation, wear or tear
- rats, mice or insects
- roots from trees, plants, shrubs or grass
- any process of cleaning involving the use of chemicals other than domestic household chemicals
- a defect in an item, structural defects, or faulty workmanship or design
- breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand
- mechanical or electrical breakdown other than an electric motor burning out, **unless:**
  - the breakdown results in damage to your buildings or contents.
- a tenant or their visitors or pets, **unless:**
  - we agree to cover the incident as described under 'Loss or damage by a tenant or their visitors'.
- landslide or subsidence, **unless:**
  - we agree to cover the incident as described under 'Landslide or subsidence'.
- water entering your buildings:
  - through an opening made for any building, renovation or repair work
  - because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.
- a tenant or their visitors or their visitors pets, scratching, denting, chipping, rubbing, scuffing or chafing any surface.

# Liability cover exclusions

## We will not cover any:

- personal injury to you, or any member of your family who normally lives with you, or anyone else who normally lives with you
- personal injury to any person you employ where that injury arises from their employment with you
- loss or damage to property that belongs to you, or is under your control, or any member of your family who normally lives, with you, or anyone else that normally lives with you
- loss or damage to property that belongs to any person you employ where that loss or damage arises from their employment with you
- penalties, fines or awards of aggravated, exemplary or punitive damages made against you.

## We will not cover any liability as a result of, or arising from:

- any alterations, repairs, renovations or additions to your buildings that cost more than \$75,000 (inclusive of GST)
- any alterations, servicing, repairing or any additions to lifts, escalators or hoists, **including**:
  - anything that is part of a lift, escalator or hoist.
- any disease that is transmitted by you, or any member of your family who normally lives with you
- any business, profession, trade or occupation carried out by you, **unless**:
  - the liability is as a result of, or arising from, you managing the buildings and their surrounds.
- any agreement or contract you enter into, **however**:
  - if you would have been liable without the agreement or contract, we will pay for that liability.

## We will not cover any liability as a result of, or arising from:

- the use, removal of, or exposure to any asbestos product or products containing asbestos
- the use of a motor vehicle, motorcycle, mini-bike, caravan, trailer, aircraft or watercraft, **however**:
  - we will cover liability that arises from ride-on mowers.



- servicing, repairing or maintaining any vehicle
- the erection or demolition of buildings
- vibration or interference with the support of the land, buildings or other property
- the discharge, release or escape of any pollutants
- the removal, neutralising or cleaning up of pollutants
- any act of libel or slander.

## General exclusions

We will not cover any loss or damage, or liability as a result of, or arising from:

- any incident that does not occur within your period of insurance
- landslide or subsidence, **unless:**
  - we agree to cover the incident as described under ‘Landslide or subsidence’.
- war or warlike activity, **however:**
  - war does not need to be declared.
- hostilities, rebellion, insurrection or revolution
- contamination by chemical and/or biological agents, which results from an act of terrorism
- lawful destruction or confiscation of your property
- anything nuclear or radioactive
- mildew, atmospheric or climatic conditions
- damage to a heating element, **however:**
  - we will pay for any loss or damage as a result of damage to a heating element.
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to 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, **unless:**
  - it results in loss or damage to your buildings or contents that is covered under this policy. This does not include resultant loss or damage to any frozen food, computer equipment or computer software.

We will not cover any loss or damage, or liability as a result of, or arising from:

- deliberate or intentional acts by you, or anyone acting for you, to cause loss, damage or injury
- storm surge
- erosion, the action of the sea, tidal wave or high water, **unless:**
  - the loss or damage is the result of a tsunami.

# Your Responsibilities To Us

## Your responsibilities when you are insured with us

### **You must tell us if:**

- your buildings will be unoccupied for a continuous period of 60 days or more
- any changes have been made to:
  - the address or location where your buildings or contents are insured
  - the use of your buildings
  - your buildings due to renovation, extensions or demolition
  - the people who are insured under this policy
  - the sums insured for your buildings or contents.
- any people who are insured under the policy have:
  - been convicted of any criminal offence
  - made a claim that is not true under this policy or another insurance policy.
- there are any changes in circumstances during the period of insurance.

If you tell us about any of these things, we may charge an additional premium, change the cover of your policy, impose special conditions, or cancel your policy.

In addition, you must also:

- be truthful and frank in any statement you make in connection with your policy
- pay your premium, including paying instalments regularly
- take reasonable precautions to avoid a claim being made
- obey all laws and make sure anyone acting on your behalf obeys all laws
- follow the conditions of this policy
- not make a fraudulent claim under this insurance policy or any other policy.

# Your responsibilities when you are making a claim

When you make a claim you must meet a number of responsibilities.

## **You must:**

- be truthful and frank in any statement you make in connection with a claim
- take safe and reasonable steps to prevent any further loss, damage or liability occurring
- inform the Police as soon as possible if your buildings or contents suffer loss or damage as a result of theft or attempted theft, vandalism or a malicious act
- keep all damaged buildings or contents so we can inspect them if required
- give us any information or assistance we require to investigate and process your claim
- not pay or promise to pay for a claim, or admit responsibility for a claim
- not repair or replace any damaged buildings or contents without our consent.

## **In addition, you also give us your rights to claim from anyone else:**

- if you have a right to claim from anyone else for an incident covered by us, you give us your rights to make that claim, to conduct, defend or settle any legal action and to act in your name – you must not do anything which prevents us from doing this and you must give us all the information and cooperation that we require.

# If you do not meet your responsibilities

If you do not meet your responsibilities, we may refuse or reduce a claim, cancel your policy, or do both. If we cancel your policy, we will advise you in writing.

# Our Commitment To You

## The General Insurance Code of Practice

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

### **The objectives of the Code are:**

- to commit us to high standards of service
- to promote better, more informed relations between us and you
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for the resolution of complaints and disputes between us and you, and
- to promote continuous improvement of the general insurance industry through education and training.

### **Our commitment to you**

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code.

See **back cover** for contact details ►

## Our guarantee

Our guarantee assures you of quality insurance and service at all times.

### **Fair dealing guarantee**

We will meet any claims covered by your policy fairly and promptly.

### **Money back guarantee**

If you change your mind, we provide a cooling-off period which lets you cancel your policy within 21 days with a full

refund of your premium. However, your cooling-off period no longer applies if you make a claim within this time.

## Service guarantee

We will provide you with the highest standard of service.

## How CGU protects your privacy

We use information provided by our customers to allow us to offer our products and services. This means we may need to collect your personal information, and sometimes sensitive information about you as well (for example, health information for travel insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at [cgu.com.au/privacy](http://cgu.com.au/privacy). Alternatively, contact us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

# How To Take Out Insurance

## How to apply for insurance

- 1. If you are taking out a policy with us for the first time, contact us or your insurance adviser, or apply online at [cgu.com.au](http://cgu.com.au). You can also send correspondence to GPO Box 9902, in your capital city**

If we agree to insure you, we will send you a schedule setting out the details of your policy.

- 2. Pay your premium**

See **Your premium**, page 27 ►  
See **Your responsibilities when you are insured with us**, page 21 ◀

## How to renew your insurance

- 1. If you already have a policy with us, we may send you an offer to renew your insurance before your current policy expires**

We will send you an updated schedule and quote a premium based on the information contained in your current policy.

If you have any questions, contact us or your insurance adviser.

- 2. Review the proposed policy and premium we offer**

If you paid your last premium by instalments, we will continue to deduct payments from your nominated account. If you paid your last premium in one lump sum, we must receive your payment by the due date, otherwise your buildings or contents will not be insured.

- 3. Pay your premium**

See **Your premium**, page 27 ►

## How to cancel your policy

### **1. If you want to cancel your policy, contact us or your insurance adviser**

We may need your request in writing. If you cancel your policy before it ends, we will refund an amount for the unused premium.

## How to change your policy

### **1. Contact us or your insurance adviser to change or vary your policy**

You will be sent an endorsement schedule that includes any changes or variations you have requested and we have agreed to, and any special conditions we may have applied to that agreement.

### **2. Check the changes**

### **3. Pay your premium if it has increased**

We will tell you if your premium has increased. If you pay your premium by instalments, we will adjust your instalments and continue to deduct the new amount from your nominated account. If you pay your premium in one lump sum, we must receive your additional payment within one month.



# Your premium

## 1. How we calculate your premium

We will base your premium on the type of cover you have chosen, including any options that you have added, your sum insured, the excess, the type, location, construction and age of your buildings or contents, the level of security you have, your previous insurance and claims history, and any special conditions that we have applied.

Premiums are also subject to Commonwealth and state taxes and/or charges. These include the Goods and Services Tax and stamp duty.

Your premium, including any taxes and charges, will be listed on your schedule.

## 2. How to pay your premium

You can pay your premium in one lump sum, or by instalments.

If you pay your premium in one lump sum, you can pay by cash, cheque or credit card.

If you pay your premium by instalments, you can pay by credit card or by direct debit from a financial institution.

We may cancel your policy if:

- you do not pay your premium
- your cheque or credit card is dishonoured by your financial institution, **or**
- you pay your premium by instalments and you are more than one month behind.

We may refuse to pay a claim if:

- you pay by instalments and at least one instalment of the premium has remained unpaid for a period of at least 14 days.

## 3. Interest on unallocated premium

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

# How To Make A Claim

## 1. Make sure you have all the information you need to support your claim

We will need:

- contact details of any other people involved in the incident, including their name, current residential address and who they are insured with
- any letters, notices or court documents about the incident within 72 hours of receiving them
- the incident report number for any claims in relation to theft or attempted theft, vandalism or a malicious act:
  - the Police will provide you with this number when you report the incident to them.

## 2. Contact us or your insurance adviser to make a claim

You need to make your claim as soon as possible. Any delays may:

- reduce the amount that we pay, **or**
- prevent us from paying a claim.

We will give you immediate advice and assistance with your claim, 24 hours a day, 7 days a week.

We will ask you a range of questions to help us assess your claim. We may:

- ask you to provide us with proof of ownership
- need to inspect your buildings or contents
- need quotations from a repairer.

## 3. If you need emergency repairs

If you need to make emergency repairs, we will arrange assistance through our preferred repairers and suppliers.

To find out **how we settle a claim**, see next page ►

# How we settle a buildings claim

## 1. We will decide how we will settle your claim

If your buildings suffer loss or damage, we will decide whether to:

- repair
- rebuild, **or**
- pay you the cost to repair or rebuild that part of your buildings that suffered loss or damage.

If we do, we will:

- pay you up to the buildings sum insured, as listed on your schedule
- only repair, rebuild or pay you for the part or parts of the building that actually sustained loss or damage, including damaged portions of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred
- try to match any material used to repair your buildings with the original materials or nearest equivalent available to the original materials
- repair or pay you the costs to repair your buildings if the damage was caused by water or liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, **however:**
  - we will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

When we settle your claim, the law that will apply is the law of the state or territory where the loss, damage or liability occurred.

## 2. You must pay any excess that applies

If you make a claim, you will need to pay any excesses that apply.

If you are claiming for any loss or damage that occurs as a result of:

- an earthquake or tsunami, you will need to pay an additional excess of \$250.

The loss or damage must occur within 72 hours of the earthquake occurring.

You must pay any excess to us, or to the builder:

- we will tell you who to pay the excess to.

If we choose to pay you, we may deduct the amount of excess from the amount we settle your claim for.

When a claim is made for what we identify as one or more separate incidents, you will need to pay any excesses that apply for each separate incident we have identified.

For **excesses that may apply**, see your current schedule

### 3. If you are entitled to use bond money

We will reduce the amount we will pay for loss or damage to your buildings or contents by any bond money that you are entitled to use to pay for or reduce the cost of any loss or damage.

### 4. If we decide to repair or rebuild your buildings and your current schedule shows 'including replacement benefit'

We will repair or rebuild the part of your buildings that suffered the loss or damage to a condition as close as possible to when new, but not better.

If we rebuild your buildings, we will also pay the amount that you need to pay to ensure your buildings comply with government legislation and local authority bylaws, **unless:**

- you were required to pay these amounts before the loss or damage occurred, and you did not do so, **however:**
  - if the cost of repairing the damage is less than 50 per cent of the cost of rebuilding your buildings, we will only pay for the additional costs for the damaged portions.

If the rebuilding or repair is limited by government legislation or local authority bylaws that reduce the floor area of your buildings, we will:

- pay the actual cost of rebuilding or repairing the reduced floor area of your buildings
- pay the difference between the actual costs of rebuilding or repairing the reduced floor area of your buildings and the estimated costs of rebuilding or repairing your buildings had the limit not applied.

- pay you what the value of the land was just before the loss or damage occurred, after deducting the amount we estimate as the value of your land after the loss or damage occurred and any amount that you receive as compensation for the loss, **however:**
  - the most we will pay is the unused portion of your sum insured.

You can choose your own repairer or tradesman or we can help you find one.

If we authorise repairs, we will deal directly with the repairer or tradesman about payment.

## 5. If we decide to repair or rebuild your buildings and your current schedule does not show ‘including replacement benefit’

We will:

- repair your buildings to the condition they were in just before the loss or damage occurred
- pay you the cost of repairing your buildings to the condition they were in just before the loss or damage occurred, **or**
- pay you what the value of the land and your buildings was just before the loss or damage occurred, after deducting the amount we estimate as the value of your land and buildings after the loss or damage occurred.

## 6. After we agree to settle a claim

The repair or rebuilding work on your buildings must start within six months of the loss or damage occurring, otherwise you will have to pay any increase in costs caused by the delay.

If the work does not commence in this period, we will do one of the following:

- repair your buildings to the condition they were in just before the loss or damage occurred
- pay you the cost of repairing your buildings to the condition they were in just before the loss or damage occurred, **or**
- pay you what the value of the land and your buildings was just before the loss or damage occurred, after deducting the amount we estimate as the value of your land and buildings after the loss or damage occurred.

## 7. If your building is a total loss

We will pay you the sum insured for your buildings, as listed on your schedule, after deducting:

- any excess
- any unpaid premium, **and**
- any input tax credit you would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* if you had paid to repair or rebuild your buildings.

If we pay you the sum insured, then your policy comes to an end, subject to any continuing liability cover and no refund of your premium is due.

## How we settle a contents claim

### 1. We will decide how we will settle your claim

If your contents suffer loss or damage, we will decide whether to:

- repair an item
- replace an item, **or**
- pay you the cost to repair or replace the item.

If we do we will pay up to:

- the contents sum insured, as listed on your schedule, **and**
- the maximum amount per item, set, pair, collection or system.

If the item is part of a pair, set, collection or system, we will only cover the value of the item itself, **however:**

- the most we will pay is the value of the item as a proportion of the combined pair, set, collection or system.

To find out **what we will pay**, see page 5 ◀

## 2. You must pay any excess that applies

If you make a claim, you will need to pay any excesses that apply.

If you are claiming for any loss or damage that occurs as a result of:

- an earthquake or tsunami, you will need to pay an additional excess of \$250.

The loss or damage must occur within 72 hours of the earthquake occurring.

You must pay any excess to us, or to the supplier or repairer – we will tell you who to pay the excess to.

If we choose to pay you, we may deduct the amount of excess from the amount we settle your claim for.

When a claim is made for what we identify as one or more separate incidents, you will need to pay any excesses that apply for each separate incident we have identified.

For the type and amount of **excess** that may apply, see your current schedule

## 3. If you are entitled to use bond money

We will reduce the amount we will pay for loss or damage to your buildings or contents by any bond money that you are entitled to use to pay for or reduce the cost of any loss or damage.

## 4. If we decide to repair your contents

When damage or loss occurs to:

- any item that consists solely of fabric
- carpet which is 10 years old or more, **or**
- any other contents item that is 15 years old or more,

we will repair the damaged item to a condition it was in before the loss or damage occurred.

If loss or damage occurs to any other contents item, we will repair the damaged item to the condition it was when new.

If the item we are repairing is part of a pair, set, collection or system, we will only cover the part of the pair, set, collection or system that was damaged.

## 5. If we decide to replace your contents

When damage or loss occurs to:

- any item that consists solely of fabric
- carpet which is 10 years old or more, **or**
- any other contents item that is 15 years old or more

we will replace the item with an item of the same condition. The replacement item will not be better than the item replaced.

When loss or damage occurs to any other contents item, we will replace the item with the nearest equivalent new item.

We will only replace wall, floor and ceiling coverings, including carpets, internal blinds and curtains, in the room, hall or passage where the loss or damage occurred.

We will not pay to re-carpet adjoining rooms, or your entire rental property.

We will only pay the cost of replacing the item even though the pair, set, collection or system to which it belongs is less valuable because it is incomplete.

If the item we are replacing is part of a pair, set, collection or system, we will only cover the value of the item itself, **however:**

- the most we will pay is the value of the item as a proportion of the combined pair, set, collection or system.

Any salvage becomes our property.

## 6. If we decide to pay you the cost to repair or replace your contents

When damage or loss occurs to:

- any item that consists solely of fabric
- carpet which is 10 years old or more, **or**
- any other contents item that is 15 years old or more,

our payment will be reduced to allow for wear, tear and depreciation.

When loss or damage occurs to any other contents item, we will pay you the cost to repair or replace it.



We will pay you the fair and reasonable costs to repair or replace your contents as described in Steps 1, 3 and 4, after deducting:

- any excess, **and**
- any input tax credit you would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* if you had paid to repair or replace your contents.

We will only pay the cost of replacing an item that is part of a pair, set, collection or system, even though the pair, set, collection or system to which it belongs is less valuable because it is incomplete.

Any salvage becomes our property.

## How we settle a loss of rent claim

### 1. If we decide to pay your loss of rent claim

We will pay you loss of rent equal to the weekly amount as stated on your rental agreement or periodic tenancy agreement for up to 12 months.

The most we will pay is up to the sum insured as listed on your schedule.

### 2. If we decide to pay your death of a sole tenant or tenant hardship claim

We will pay you up to two weeks rent.

The most we will pay is \$1,000 (inclusive of GST).

### 3. You must pay any excess that applies.

If you make a claim, you will need to pay any excess that applies. The amount of your excess is shown on your schedule.

When a claim is made for what we identify as one or more separate incidents, you will need to pay any excesses that apply for each separate incident we have identified.

# How we settle a rent default claim

## 1. If we decide to pay your rent default claim

We will pay you the rent default up to \$5,000 (inclusive of GST). We will calculate the rent default based on:

- the weekly amount your rental property is leased for under your rental agreement or periodic tenancy agreement
- the number of weeks in rent default.

## 2. You must pay any excess that applies

If you make a claim, you will need to pay any excess that applies to your building or contents. The amount of your excess is shown on your schedule.

## 3. If you are entitled to use bond money

We will pay you the cost of the rent default and any legal expenses. We will reduce this amount by the amount of any bond money remaining after deducting any allowable re-letting expenses and any other costs or expenses you are legally entitled to, **however:**

- if a tribunal orders the refund of the bond money to the tenant, on the grounds of hardship, an excess equal to four weeks rent will apply to your claim.

# How we settle a theft by a tenant claim

## 1. If we decide to pay your theft by a tenant claim

Refer to:

- How we settle a buildings claim on pages 29–32
- How we settle a contents claim on pages 32–35.

## 2. You must pay any excess that applies

If you make a claim, you will need to pay any excess that applies. The amount of your excess is shown on your schedule.

When a claim is made for what we identify as one or more separate incidents, you will need to pay any excesses that apply for each separate incident we have identified.

## Claim payment examples

These Claim payment examples show you how a claim settlement may be calculated based on some practical scenarios. Any actual claim settlement amount will depend upon the facts of each case. For the purpose of the scenarios you are not registered for GST.

Claim Example 1	
Cover type	Building Insurance
Buildings sum insured	\$250,000
Excess	\$350
Loss or damage	Storm damage to your roof.
How we settle your claim	<ul style="list-style-type: none"><li>• We arrange for a builder to repair your roof for \$4,000</li><li>• We pay the builder \$3,650</li><li>• We ask you to pay the builder the \$350 excess.</li></ul>

Claim Example 2	
Cover type	Building and Contents Insurance and loss of rent
Building sum insured	\$300,000
Contents sum insured	\$50,000
Loss of rent sum insured	\$15,000
Excess	\$350
Loss or damage	Your buildings and contents are partially destroyed by fire.  We agree that your tenant is unable to live in your buildings and you suffer loss of rent.
How we settle your claim	<ul style="list-style-type: none"> <li>• We choose to pay you directly for the damage</li> <li>• We pay you \$25,750 as follows</li> <li>• Building repairs \$15,000</li> <li>• Content replacement \$5,000</li> <li>• Loss of rent \$6,000</li> <li>• Less excess \$350</li> <li>• Total \$25,650.</li> </ul>

Claim Example 3	
Cover type	Rent default and theft by a tenant
Excess	\$350
Loss	Tenant stops paying you rent.
How we settle your claim	<ul style="list-style-type: none"> <li>• We assess your rent default at \$5,000</li> <li>• Less applicable excess \$350</li> <li>• We settle your claim for \$4,650.</li> </ul>

Claim Example 4	
Cover type	Liability
Loss or damage	Liability to pay for damages for personal injury to a third party
How we settle your claim	<ul style="list-style-type: none"> <li>• We pay the legal costs of \$10,000</li> <li>• We pay the medical expenses incurred by the third party of \$22,000.</li> </ul>

# How to resolve a complaint or dispute

## 1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to a staff member in the area concerned. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

See **back cover** for contact details ►

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. If you are not satisfied with the decision, you can go to step 2.

## 2. Seek a review

If the matter is still not resolved, the manager will refer you or your insurance adviser to the relevant internal dispute resolution area who will conduct a review of your dispute.

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

## 3. Seek an external review

You are entitled to seek an external review of the decision. The dispute resolution area will provide you or your insurance adviser with information about the options available to you, such as referring you to the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). The AFCA is contactable on 1800 931 678 (free call).

Further information about the complaint or dispute resolution procedures is available by contacting us.

See **back cover** for contact details ►

# Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme in the event that Insurance Australia Limited trading as CGU Insurance becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

# Intermediary remuneration

Insurance Australia Limited trading as CGU Insurance pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

# Glossary

**accidental loss or damage**

damage to, loss or destruction of the buildings that make up your rental property, or your contents when it is caused by an unintentional act, or an unforeseen and uncontrollable incident.

**allowable re-letting expenses**

re-letting expenses as specified in the current rental agreement for your property.

**bond money**

money paid by the tenant and held as security against damage to the property, outstanding rent or other costs. Your policy operates on the basis that your tenant has paid bond money that equals at least four weeks rent.

**claim**

a separate identifiable incident for which the policy provides cover.

Where multiple incidents are submitted at the same time or on the same claim form, they will be treated as separate claims for the application of any policy excess or limitation.

**deliberate or intentional act**

a conscious or reckless act done without the owners permission.

**endorsement schedule**

a document that includes any information from the existing schedule that has not changed or varied, and confirms any alteration to the coverage, terms and conditions of your policy.

**excess**

the amount you pay when you make a claim on your policy. The amount and type of excess that may apply to your policy is shown on your current schedule and in this PDS.

The amount of your excess will be increased if you make a claim for:

- an earthquake or tsunami. Your excess and any additional excesses will apply for what we identify as each separate identifiable incident.

**fixtures and fittings**

any household items or household equipment that are permanently attached to your buildings.

**flood**

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

**incident**

a single occurrence or a series of occurrences, including an accident or series of accidents, arising out of one event.

**period of insurance**

the length of time between the start date and end date of your policy, as listed on your current schedule.

**periodic tenancy agreement**

applies when a tenant continues to occupy the rental property, after a fixed-term rental agreement has expired, and the rental agreement does not provide for its continuation, and a:

- notice to leave
- notice of intention to leave, or
- abandonment termination notice.

has not been given by the tenant to you, or your agent, or by you, or your agent to the tenant.

The tenant is then treated as being under a periodic tenancy agreement on the same terms which applied immediately before the rental agreement ended.

This does not include any term about the agreement's term.

**pet**

a domestic animal kept at or in your rental property

**premium**

the total amount you pay for your insurance that includes applicable government taxes such as GST, and any duties or charges payable by you. It is shown on your current schedule. You can pay your premium annually in one lump sum, or by instalments.

**rent**

the amount of money paid, or payable, by the tenant to rent your rental property.

**rent default**

when a tenant fails to pay the agreed rent and is in breach of a written, rental agreement or periodic tenancy agreement.

**rental agreement**

the agreement between you or your agreement agent and the tenant. This agreement must be in writing and state:

- the term of the rental period
- the amount of rent payable to you
- the amount of the bond money that the tenant is required to pay.

**schedule**

your current schedule is a document outlining the details of your insurance cover. Your schedule may be called a policy, renewal or endorsement schedule.

**special conditions**

exclusions, restrictions or extensions to cover that are imposed on specific matters or people.

**sporting equipment**

equipment designed to be used in a leisure activity that involves some element of physical activity or competition, excluding pedal cycles.

**strata title**

title under a strata title or similar community title scheme where separate parts of the scheme building(s) have a separate legal title. Strata title usually applies to high rise apartments, townhouses, villas or duplexes.

**sum insured**

your nominated replacement value at today's prices for your buildings or contents. This will be listed on your schedule.

**Supplementary Product Disclosure Statement (SPDS)**

a separate document that updates, corrects or adds to the information contained in this PDS.



**tenant**

the person(s) named in the rental agreement or periodic tenancy agreement and including that person's partner, children, and any other person(s) permanently living at your rental property.

Any person(s) including that person's partner, children, and any other person(s) living at your rental property under a rental arrangement that is not a rental agreement or periodic tenancy agreement.

**terrorism**

any act which may involve the use of, or threat of, force, violence or biological or chemical warfare, or nuclear pollution or contamination or explosion where the purpose of the act is to further a political, religious, ideological aim, or to intimidate or influence a government or any section of the public.

**total loss**

when we decide that it is uneconomical to repair or rebuild your buildings or contents.

**unoccupied rental property**

a rental property that no-one has lived in for 60 consecutive days or more.

**us, we and our**

refers to:

Insurance Australia Limited  
ABN 11 000 016 722  
AFSL 227681 trading as  
CGU Insurance

**vandalism or a malicious act**

a wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property.

**you and your**

the person or people named as the insured on your current schedule.

If more than one person is named as the insured, we will treat a statement, act, omission or claim by any one of these people as a statement, act, omission or claim by them all. If you are making a claim, 'you' also includes your domestic partner, you or your partner's unmarried children, and you or your partner's parents who normally live with you.

**your buildings**

buildings that you own or are legally responsible for.

**your contents**

contents that you own or are legally responsible for.

**your rental property**

where your buildings or contents are located. This includes any land or other area that touches your rental property and for which any statutory authority has made you responsible, but it does not include the nature strip outside your rental property. Your rental property is located at the situation shown on your current schedule.

**your policy**

the contract between you and us which provides you with insurance cover in exchange for a premium. Your policy is made up of two documents:

- this Product Disclosure Statement and policy booklet (PDS) and any supplementary PDS, **plus**
- your current schedule.

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# Notes

### **The insurer – Workers' Compensation**

If your home is in Western Australia, Tasmania or the Northern Territory, the insurer providing the Workers' Compensation optional cover is Insurance Australia Limited trading as CGU Workers Compensation, ABN 11 000 016 722.

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Preparation date: 01/03/2019



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