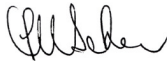


A note from Terri

I have been pleased to have been able to spend some time with many of our clients around the country over the past few months.

I've been getting back to basics and taking our exciting new business model out to the market in Northern Territory and Queensland. The recent legislative changes which allowed us to rework our Scheer Simplicity business model have been heartily embraced by the industry with many property managers expressing their relief at being able to provide that extra level of service to their clients again.

It's WA's turn next – I look forward to meeting as many of you as I can on my visit to Perth in late March.



Terri Scheer
Chief Executive Officer

If you have any feedback or would like to share your thoughts on our scheer tips, talk to your Business Relationship Manager or email our Marketing Manager, Carolyn Majda at carolynm@terrischeer.com.au



Safety of Balconies

Janette Lawrence
Business Relationship Manager
New South Wales

Outdoor living areas such as decks and balconies are becoming increasingly popular for gatherings. There is a definite need to inspect decks and balconies for rotting timbers and corroded steel fittings.

In the last few years, balcony collapses in several states have resulted in injuries and even deaths. Coastal properties are in the high-risk categories because of the harsh environment and salt damage to metal fittings.

As a safety measure, carefully check support beams and posts, also shaky handrails and balustrades, rusting bolts and brackets, rust stains and cracking in concrete balconies. Look for soft, spongy sections of compressed timber. If doubts linger, it's best to arrange a professional inspection.

Apart from injury or death, homeowners would be foolish to ignore the possibility of a legal liability or damage claim which may arise from a collapsing deck proven to be in poor condition. The deck has become a major part of the house.

If damages are found, take immediate action to repair them. If you are unsure, seek professional advice.

Is Your Landlords Liability Covered?

Dehran Rendall
Business Relationship Manager
Queensland

Have you asked your landlords if they have legal liability cover lately?

Have you received an answer like this: "Yes I have 10 million legal liability in my building policy".

So these landlords are fully covered for legal liability Right.? Wrong.

Property Managers constantly report that they find Landlord's in situations where they believed they had insurance, but in fact, they did not. One situation involved a Landlord who owned a unit in a complex with a Body Corporate. In Queensland, all strata titled units will have a Body Corporate of some form. The Landlord, quite correctly, believed that he did have insurance and this was through the Body Corporate, and that this was all that was required. The fact that he had insurance was correct, however, the thing that some Landlords do not realise is that the insurance cover held by the Body Corporate is for the building and not for a Landlord's contents, and **nor does it cover a Landlord for Legal Liability inside the four walls of their unit.**

The sorts of things that would typically be considered to be Landlord's contents would be curtains, carpets, blinds, light fittings, whitegoods (microwaves, dryers, etc.). The reason Legal Liability insurance is important is vast, one example is, if a tenant or one of their guests slips and falls inside your unit or has some form of accident, and the Landlord is found legally liable, a Landlord would have no cover and therefore could be sued, with the outcome being bankruptcy.

The Terri Scheer Landlord Preferred Policy covers the Landlords Legal Liability up to \$20,000,000.

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Terri Scheer is happy to provide you with this information. However, if you would rather not receive future issues please let us know and we will delete you from our distribution list.

We are happy for you to use any of the information provided to you in scheer tips for your own newsletter. You should however, acknowledge that the information was provided by Terri Scheer Insurance Brokers otherwise you might be at risk of providing advice. Please contact Carolyn Majda - carolynm@terrischeer.com.au if you need further advice.

Policy Limits – 6 or 15 weeks rent?

Bette Smith, Claims Manager
South Australia

We are frequently asked how much rent can be claimed as there are different limits for the various rent covers we provide. The most commonly claimed rent types are 'absconding' and 'defaulting' tenants.

An absconding tenant is where your tenant has left the property of their own free will. This could include a break lease situation or where a tenant vacates at the end of their lease but owes you rent. The maximum benefit payable under the policy when this occurs is **up to 6 weeks**.

A tenant is deemed to have defaulted if a court order for possession is obtained against them. If a copy of the 'possession' order is provided with your claim the maximum benefit payable under the terms of the policy is **up to 15 weeks**.

It is important to remember that the Landlord Preferred Policy will only provide cover for you for what the tenant is legally liable for under the terms and conditions of their lease agreement. In the above situations rent would be paid from where the tenant is paid up to (excluding the bond refund) through to whichever of the following events occurs first:-

1. The date the tenants fixed or period lease expires
2. The date the property is re-let
3. The policy limit is reached.

Note: under a periodic lease the tenant is required to give you a certain amount of notice depending on the state your property is in. The end of a periodic lease is calculated from the date the tenant gave notice + the notice period (in weeks) they were required to give you. If no notice was given by the tenant then the end of the lease would be the vacate date + the required notice period. If the tenant gave their full notice then the end of their lease would be the vacate date.

The above information can be used as a guide when you are trying to determine your maximum rent loss entitlement. Please be aware that all loss of rent claims are subject to the standard terms and conditions of the policy – especially those relating to breach notices and advertising requirements. To achieve the most favourable outcome for your landlord please ensure you are aware of, and meet all policy guidelines. If you are unsure of your claim requirements or of any conditions within the policy, please feel free to contact our claims department who would be more than happy to point you in the right direction.



Make the difference

Stephen Blair
Business Relationship Manager
South Australia

All spectators and participants in sport know that the extra 1% efforts can win you the game. These 1% efforts could make a difference to you day.

1. Ask the customer for their business.
2. Thank your customer for their business.
3. Smile when talking on the telephone.
4. Use the first 5 minutes of your day to tidy your desk and prioritise the day's tasks.
5. Tell a colleague when you have completed a task well or made that extra sale.
6. Offer help to a colleague when they are snowed under.
7. Ask for help when you need it.
8. Return calls and follow up enquiries today.
9. Have a lunch break and recharge.
10. Tell your landlord about Terri Scheer.

Reporting Of Malicious Damage

Corie Harris, Client Service Associate, Victoria

There are 2 key things for you to do when you find malicious damage at a property. If you fail to meet these 2 requirements then you could prejudice your claim.

1. Report it to the police and obtain a police report number and
2. Contact one of our offices as soon as possible, to enable us to determine if we need to send an assessor to inspect the damage. If we appoint an assessor they will contact you and make a time to inspect the property within 48 hrs.

In some cases the police won't issue you with a report. In this instance obtain the name of the Officer(s) you reported the damage to, their badge number & the station they are located – this will satisfy the insurers requirements in the absence of a police report. This information will need to be submitted with a claim form and all other documents as listed on the claim form to enable us to assess your claim correctly.

Malicious damage as defined by our policy is *"Deliberate & wilful damage caused by any person(s), committed on the property, but does not mean damage caused by untidy, unclean or unhygienic living habits, lack of care, failure to control children or domestic pets"*

At times malicious damage can be quite costly & it may be unclear as to whether the damage has been inflicted through malicious intent or not. Take advantage of our helpful & friendly client service staff and give them a call then and there to give you peace of mind.