



# RESIDENTIAL STRATA INSURANCE

## PRODUCT DISCLOSURE STATEMENT (PDS) AND POLICY WORDING

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# IMPORTANT INFORMATION

## The Insurance Covers Available Under Your Residential Strata Insurance Policy

The insurance covers **you** can apply to buy under **your** Residential Strata Insurance Policy are as follows:

- **Buildings and Common Contents** (see Section 1)
- **Glass** (see Section 2)
- **Theft** (see Section 3)
- **Liability** (see Section 4)
- **Fidelity Guarantee** (see Section 5)
- **Office Bearers' Liability** (see Section 6)
- **Voluntary Workers** (see Section 7)
- **Government Audit Costs** (see Section 8)
- **Legal Expenses** (see Section 9)
- **Workplace, Health and Safety Breaches** (see Section 10)
- **Machinery Breakdown** (see Section 11)
- **Lot Owner's Improvements** (see Section 12)

The above covers are subject to eligibility criteria and provided subject to the terms, conditions, limitations and exclusions detailed in the **policy**. **You** must read the **policy** for full details of the cover. Any covers **you** buy will be detailed on **your schedule** with either a 'Sum Insured' figure or 'Included' next to the corresponding cover.

## Your PDS

This document is a Product Disclosure Statement (PDS) and has been prepared to assist **you** in understanding **your policy** and making an informed choice about **your** insurance needs. When **you** take out an insurance policy with **us**, the cover **we** agree to provide is set out in **your schedule** and described in this **policy** as well as any supplementary PDS **we** may issue. Together they make up the terms and conditions of **your** insurance contract with **us**. Read them carefully and store them together in a safe place.

## About CGU

This policy is issued by Insurance Australia Limited ABN 11 000 016 772 AFSL 227681, trading as CGU Insurance.

### CGU's contact details are:

Level 13, Tower Two, Darling Park  
201 Sussex Street  
Sydney NSW 2000  
Telephone: 131 532  
Visit: [www.cgu.com.au](http://www.cgu.com.au)

In the first instance, **you** should contact **SUU** in relation to this **policy**.

## About SUU

Strata Unit Underwriting Agency Pty Ltd ABN 30 089 201 534 AFSL 246719, trading as Strata Unit Underwriters (SUU), is an insurance intermediary acting as an agent for CGU.

SUU has an authority from CGU, pursuant to a binder arrangement, to arrange, enter into/bind and administer this **policy**. This means that when issuing this **policy**, SUU will be acting as an agent for CGU, not for **you**.

### SUU's contact details are:

Level 14, 141 Walker Street

North Sydney NSW 2060

Telephone: 1300 668 066

Visit: [www.suu.com.au](http://www.suu.com.au)

## Intermediary Remuneration

We pay 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.

## Your Contract

Your **policy** is a contract between you and us and is made up of:

- this Product Disclosure Statement (PDS) and Policy Wording;
- your **schedule**; and
- any applicable supplementary PDS.

## Significant Benefits and Features

To understand the significant features and benefits of each of the insurance covers you can purchase under this **policy**, you need to:

- read the:
  - Important Information;
  - General Conditions;
  - General Exclusions;
  - General Definitions; and
  - General Claims Procedures,

which apply to all insurance covers under this **policy**; and

- read the terms and conditions of each of the insurance covers. Each section tells you:
  - what the **policy** covers;
  - what the **policy** does not cover;



- any additional benefits **we** provide;
- any special conditions **we** apply; and
- what **we** pay for a claim.

## Your Schedule

Where **we** agree to insure **you**, **we** confirm this by issuing a **schedule**. The **schedule** details the covers you have purchased and any options **you** have added under **your policy**, as well as any endorsements or special conditions that may apply to **your** cover and the **period of insurance your policy** covers.

## Special Conditions and Endorsements

**We** may apply special conditions or endorsements to **your policy** that may exclude, restrict or extend cover for a person or a particular matter at the time that **you** purchase, vary or renew the **policy** where **we** agree this with **you** or where permitted by law.

**Your schedule** shows any special conditions or endorsements that apply to **your policy**.

## Your Premium

Where **we** have agreed to issue cover, **we** do so in return for **you** paying or agreeing to pay us the premium. The premium amount and the time it needs to be paid by are specified in the **schedule**.

The key factors that influence the premium calculation are reflected in the questions asked and information obtained at the time of the enquiry or application for insurance (including renewals).

For Section 1 – Buildings and Common Contents, Section 2 – Glass, Section 3 – Theft and Section 12 – Lot Owner's Improvements, these include factors relating to the type of property being insured, where the property is located, the type of construction of the property, the type of occupants within the **building** and to what extent the property is unoccupied.

For all sections, **we** may also take into account **your** previous insurance and claims history.

Premiums are subject to Commonwealth and State taxes and/ or charges. These include the Goods and Services Tax and Stamp Duty. The amount charged in relation to these taxes and/or charges will be shown on **your schedule**.

**Your** premium, including any discounts **you** may be eligible for, are subject to minimum premiums. **We** consider the minimum amount **we** are prepared to sell the **policy** for and may adjust **your** premium to ensure it does not fall below the minimum amount. Any discounts will be applied to the **policy**, only to the extent any minimum premium is not reached. This means that any discount **you** may be eligible for may be reduced. When **we** determine **your** premium on renewal, **we** may also limit any increases or decreases in **your** premium by considering factors such as **your** previous year's premium amount.

## Making a Claim

If **you** want to make a claim under the **policy** contact **SUU**:

SUU's Claims Team  
Level 14, 141 Walker Street  
North Sydney NSW 2060  
Phone 1300 668 066  
[makeaclaim@suu.com.au](mailto:makeaclaim@suu.com.au)

For emergency after hours assistance contact 1800 SUU HELP (1800 788 435).

If **you** are represented by someone (e.g. a broker) speak with them in the first instance to see what assistance they can provide.

## Claims Made

Section 6 – Office Bearers' Liability, Section 8 – Government Audit Costs, Section 9 – Legal Expenses and Section 10 – Workplace, Health and Safety Breaches, only provide cover for a claim first made against **you** during the **period of insurance** and notified to **us** during that **period of insurance**, unless the cover section contains an additional benefit or extension. However, if **you** give written notice to **us** of facts that might give rise to a claim against **you** as soon as reasonably practicable after you became aware of those facts but before the end of the relevant **period of insurance**, **you** may have rights under section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of a claim arising from those facts even if the claim is first made against **you** after the **period of insurance**.

## Excess

An **excess** is **your** contribution towards the costs of a claim. The amount and types of **excess** that applies to **your policy** will be shown in this **policy** and on your **schedule**.

## Cooling-Off Period

**You** can tell **us** to cancel **your policy** within 21 days from:

- the date **we** issue **your policy**; and
- the start date of the **period of insurance** that applies when **you** renew **your policy**.

If **you** tell **us** to cancel **your policy** within those times, **we** will refund the premium **you** paid **us** in full. However, **we** will only do that if **you** haven't made a claim on **your policy**. **You** can also cancel **your policy** as set out below in 'Cancellation Rights Under the Policy'.

## Cancellation Rights Under the Policy

### Cancellation by you

In addition to **your** 'cooling-off rights', **you** may cancel **your policy** at any time by contacting **us** and giving **us** notice of cancellation. Cancellation will take effect from the date **your** notice is received by **us** or any other date if mutually agreed.

### Cancellation by us

**We** may cancel the **policy** pursuant to any right at law and as set out in the Insurance Contracts Act 1984 (Cth) by giving **you** written notice of the date from which the cancellation is to take effect. This includes where:

- a) **you** have:
- i. failed to comply with the duty of utmost good faith;
  - ii. failed to comply with a provision of the **policy**, including a provision with respect to payment of the premium;
  - iii. made a fraudulent claim under the **policy** or any other policy of insurance (whether with us or some other insurer) that provided insurance cover during any part of the **period of insurance** of this **policy**; or
  - iv. failed to notify **us** of any specific act or omission or failure that has occurred after the **policy** is entered into where notification is required under the terms of the **policy**; or
- b) the effect of the **policy** is to authorise **us** to refuse to pay a claim, either in whole or in part, by reason of an act or omission or failure of **you** or of some other person and, after the **policy** was entered into, such an act or omission or failure has occurred.

### Premium refund

If **you** or **we** cancel the **policy**, **we** may deduct:

- a pro rata proportion of the premium for any time for which **you** have been covered. For example, if **your** period of insurance is 12 months and **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium; and
- any government taxes or duties paid by **us** in relation to **your policy** **we** cannot recover.

### Renewal Procedure

At least 14 days prior to the expiry of **your period of insurance**, **we** will send **you** a notice in writing of the date and time of expiry of **your policy** and advise you if **we** are prepared to renew **your policy** and if so on what terms. If **we** offer to renew **your policy**, **we** will send **you** an updated schedule and quote a premium based on the information in **your** current **policy** (such as the **sum insured** and optional benefits **you** selected by **you** for the previous **period of insurance**). **You** should review any offer of renewal to ensure the insurance cover is still appropriate for **you**.

Each renewal is a separate policy, not an extension of the prior policy.

## More than One Insured

If there is more than one **insured**, then anything that any **insured** says, does or omits applies to all of the **insureds**, unless **we** expressly state this is not the case in a term of the **policy**.

## Limits on Assigning Your Rights

**You** must not assign any benefits, rights or obligations under **your policy** unless **you** have **our** written first.

## Your and Our Representatives

If **you** want to appoint someone to represent **you**, then **you** need to tell **us** and **we** need to agree that **we** will deal with them on **your** behalf. **We** will not unreasonably withhold **our** consent.

If someone is acting as **our** representative and not **yours**, **we** require them to tell **you** this.

Remuneration may be paid by **us** to **our** representatives and referrers and in some cases to **your** representatives who arrange insurance for **you**. The type and amount of remuneration varies and may include commission and other payments. **You** can ask **us** and them for details.

## Privacy Statement

In this Privacy Statement the use of “**we**”, “**our**” or “**us**” means **SUU** and **CGU** unless specified otherwise.

In this Privacy Statement the use of personal information includes sensitive information.

**We** are committed to protecting the privacy of the personal information that **you** provide to **us**.

The Privacy Act 1988 (Cth) contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle, store and disclose **your** personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy,
- determining the terms and conditions of **your policy**
- compiling data to help develop and identify other products and services that may interest clients, and handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

**You** have given **us your** consent to collect, use and disclose **your** personal information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant personal information to **us**.

**We** will protect **your** information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that **we** use are firewalls and data encryption, physical access controls to **our** data centres, and information access authorisation controls.

**We** disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling claims, **we** may have to disclose **your** personal information to other parties and service providers such as **our** claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** will limit the use and disclosure of any personal information provided by **us** to them to the specific purpose for which **we** supplied it.

**We** may disclose **your** personal information to **our** insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities **we** provide to **you**. When **we** transfer **your** information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, **we** will protect the information as described in this Privacy Policy.

If **you** do not provide the personal information requested and/or do not provide **us** with **your** consent to the use and disclosure of **your** personal information as set out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your** policy.

**We** will notify **you** as soon as possible if **your** personal information is involved in a data breach that is likely to result in serious harm to **you**.

If **you** would like a copy of **our** Privacy Policies, would like to seek access to or correct **your** personal information, opt out of receiving materials **we** send, complain about a breach of **your** privacy or **you** have any query on how **your** personal information is collected, stored or used, or any other query relating to **our** handling of **your** personal information, please contact **us**. **Our** contact details are provided under the 'About CGU' and 'About SUU' sections above. **You** can view a copy of **our** Privacy Policy on **our** website at [www.suu.com.au](http://www.suu.com.au). You can also access **CGU's** Privacy Policy on the website at [www.CGU.com.au/privacy](http://www.CGU.com.au/privacy).

## General Insurance Code of Practice

**We** proudly support the General Insurance Code of Practice (Code). 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 resolving complaints **you** make about **us**; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

### **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 or the Code Governance Committee.

### **Complaints and Disputes Resolution Process**

**We** will always do **our** best to provide **you** the highest level of service but if **you** are not happy or have a complaint or dispute, here is what **you** can do.

If **you** experience a problem or are not satisfied with **our** products, **our** services or a decision **we** have made, let **us** know so **we** can help.

Call **us** on 1300 668 066 or go to **our** website for more information: [SUU.com.au](http://SUU.com.au).

**We** will try to resolve complaints at first contact or shortly thereafter.

If **we** are not able to resolve **your** complaint when **you** contact **us** or **you** would prefer not to contact the people who provided **your** initial service, **our** Customer Relations team can assist:

Free Call: 1800 045 517

Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Customer Relations will contact **you** if they require additional information or have reached a decision. Customer Relations will advise **you** of the progress of **your** complaint and the timeframe for a decision in relation to **your** complaint.

**We** expect **our** procedures will deal fairly and promptly with **your** complaint. If **you** are unhappy with the decision made by Customer Relations **you** may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist **you**:

Free Call: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

Visit: [www.afca.org.au](http://www.afca.org.au)

Further information about **our** complaint and dispute resolution process is available by contacting **us**.

## Governing Law

Your **policy** is governed by the law of the state of Australian State or Territory where the **policy** is issued.

## Strata Titles Legislation Requirements

Under the applicable **strata titles legislation**, there are specific insurance requirements that a **strata company** must put in place. This **policy** may not meet the requirements of the applicable **strata titles legislation**. You must do **your** own enquiries and confirm whether or not it does. **We** do not warrant or represent that cover provided under this **policy** meets the insurance requirements under the applicable **strata titles legislation**.

## Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme in the event the **insurer** were to become insolvent. Access to the Scheme is subject to eligibility criteria. More information can be obtained from the APRA website at [www.fcs.gov.au](http://www.fcs.gov.au).

## Extra Support

**We** understand that in some circumstances **you** may not be able to meet **your** responsibilities for reasons that are beyond **your** control. For example, if **you** are seriously injured and **you** cannot provide **us** with information to help **us** process **your** claim. **You** may also experience personal circumstances which could impact a claim under this **policy**. For example, mental health conditions, or the conduct of others such as acts of violence or intimidation. If this happens, **you** or any other **insured** should speak to **us** about **your** situation so **we** can consider how best **we** can help.

## Notices

**We** will send **your** policy documents and notices in relation to the **policy** electronically (by email), **we** will send them to the email address that **you** provide **us**, not your mailing address. Any documents sent by email will be considered to have been received by **you** 24 hours from the time **we** sent them to your email address. It is **your** responsibility to make sure that both the email and mailing address **you** have provided **us** are up to date. This means **you** need to let **us** know if **you** change **your** email or mailing address as soon as reasonably possible.

Any communications to **us**, including notices as provided for or required under the **policy**, must be sent to **our** agent SUU, unless otherwise advised.

**We** will send all **policy** documents and notices in relation to the **policy** to:

- the nominated insurance intermediary of the “**insured**” specified on the **schedule** until **we** receive written notice to the contrary from the **Insured**; or
- if there is no nominated insurance intermediary, to **the insured** at the **insured’s** address noted on the **schedule**.

Any notice **we** give the **insured** will be in writing, and it will be effective:

- if it is delivered to the **insured** or their nominated insurance intermediary personally; or
- if it is delivered or emailed to the above relevant recipient's address last known to **us**.

It is important for the **insured** to tell **us** of any change of address as soon as possible.

## Updating this PDS

The information in this PDS was current at the preparation date. From time to time, **we** may include more up-to-date information in the PDS that is not materially adverse without notifying **you**. **You** can get more up to date information by contacting **us**. If **you** ask **us** for any updates, **we** will give **you** a free copy. If **we** need to, **we** will issue a supplementary or replacement PDS.



# GENERAL DEFINITIONS

The words defined below have a special meaning and apply to all sections of the **policy**. Where they appear in the **policy** they are shown in bold. The meaning of other words that apply to specific sections of the **policy** are set out in each section of the **policy** and have priority if also defined below. The singular includes the plural and vice versa.

**Act of Terrorism** means 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 or 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:

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

**Aircraft** means any craft or object designed to travel through air or space, other than model aircraft or unmanned inflatable balloons used for advertising or promotional purposes.

**Authorised Legal Representative** means a solicitor, assessor, personal investigator or any other person appointed to act on **your** behalf approved by **us**. **We** will not unreasonably withhold **our** approval.

**Buildings** means a building or buildings as defined in any **strata titles legislation** applicable to the location of the building that **you** own or are liable for, including:

1. anything permanently built, constructed or installed on **your** property;
2. blinds or awnings on the outside of the **buildings**;
3. outbuildings;
4. services including roads, pipes, cables, power poles, aerials, satellite dishes;
5. swimming pools and spas; and
6. tennis courts, marinas, wharves, docks, jetties, pontoons;

that **you** own or are liable for and are located at the **situation**.

**Buildings** do not include:

1. **unit owner's floating floors** unless **you** include optional benefit '1. Floating Floors' under Section 1 – Buildings and Common Contents;
2. illegal installations;
3. mobile or fixed air conditioning units servicing an individual **unit** where **your building** is located in Queensland;

4. plants, lawns, trees, gravel, pebbles, rocks, stones, soil, sand, bark or mulch other than as covered under Section 1 – Buildings and Common Contents additional benefit ‘Landscaping’;
5. property including removable fixtures that a tenant or lessee is liable for under the terms of a rental agreement;
6. temporary floor coverings, carpets, carpet underlay, curtains, blinds and window coverings inside a **unit**; or
7. any **common contents**.

Where anything in this definition of **buildings** is contrary to any **strata titles legislation** applying where **your building** is located the requirements of the act or regulation will apply.

**Common Area** means the area at **your situation** that is not part of a **unit**. Where the **strata titles legislation** refers to ‘Common Property’, common property has the same meaning as **common area**.

**Common Contents** means the unfixed property at **your situation** that **you** own or are liable for, including:

1. carpets in **common areas**;
2. **computer system** and electronic equipment;
3. furniture and furnishings;
4. garden equipment;
5. office equipment; and
6. portable appliances.

**Common contents** do not include:

1. **aircraft, watercraft**, hovercraft and their accessories;
2. plants, lawns, trees, gravel, pebbles, rocks, stones, soil, sand, bark or mulch other than as covered under Section 1 – Buildings and Common Contents additional benefit ‘Landscaping’;
3. property of **unit owners**, shareholders, members, proprietors or any other person or party;
4. **vehicles** registered or required to be registered or compulsorily insured or be part of a statutory scheme of compensation under any legislation in the state or territory in which they are being used; or
5. temporary floor coverings, carpets, carpet underlay, curtains, blinds and window coverings inside a **unit**.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and
3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **electronic data** storage device, networking equipment or back up facility, owned or operated by the **insured** or any other party.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

To the extent that **damage** to **insured property** under the **policy** and any **time element loss** directly resulting therefrom is directly occasioned by theft, burglary or **forcible entry** involving the use or operation of any **computer system** to facilitate any physical entry or exit, such use or operation shall not be considered a **cyber act**.

**Cyber Incident** means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

**Damage** means any partial or total physical loss of, or destruction of property from any sudden and accidental cause not otherwise excluded by the **policy**. **Damaged** has the corresponding meaning.

**Data Processing Media** means any **insured property** by the **policy** on which **electronic data** can be stored but not the **electronic data** itself.

**Electronic Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by **computer system**.

**Excess** means the amount **you** will be required to pay towards the cost for any claim under the **policy**. **We** will deduct the amount of the **excess** from the amount payable in respect of **your** claim. **Your excess** will apply for each separate identifiable event. Where an **excess** applies to each vacant lot, this **excess** will be applied to each lot which has suffered **damage**. The amount of **your excess** is shown on **your schedule** or in the **policy**.

**Floating Floors** means laminated, veneered or similar type flooring not glued or fastened to the sub-floor but held in position by its own weight with or without skirting at perimeter walls.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

1. a lake (whether or not it has been altered or modified);
2. a river (whether or not it has been altered or modified);
3. a creek (whether or not it has been altered or modified);
4. another natural watercourse (whether or not altered or modified);

5. a reservoir;
6. a canal;
7. a dam.

**Forcible Entry** means the unlawful entry accompanied by visible force used to get into a **building** when normal means of entry are locked or blocked.

**Human Infectious or Contagious Disease** means:

1. influenza but not Highly Pathogenic Avian Influenza in humans or human influenza with pandemic potential; or
2. viral gastroenteritis, norovirus and rotavirus; or
3. legionnaires' disease (legionellosis).

**Indemnity Value** means the cost to rebuild, replace or repair **insured property** to a condition that is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of **damage** taking into consideration age, condition and remaining useful life.

**Insured, You, Your** and **Yours** means the person, persons, or entities shown on the **schedule**.

**Insured Property** means the **buildings** and/or **common contents** at the **situation**.

**Office Bearer** means:

1. a person or other entity appointed by **your** strata community to act as an office bearer or committee member in terms of the **strata titles legislation** applying where the **insured property** and **common area** is situated;
2. a **strata manager** appointed as an agent of an **office bearer** and/or committee member; or
3. a person invited by an **office bearer** and/or committee member to assist in the management of **your** strata affairs.

**Office Bearer** does not include a **strata manager** or any other contracted person, firm or company when acting in their professional capacity.

**Period of Insurance** means the period of time during which cover is provided by the **policy** as shown on the **schedule**.

**Policy** means this Product Disclosure Statement and Policy Wording, **your** most current **schedule**, endorsements, special terms, conditions or alterations advised by **us** in writing.

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

**Schedule** means the document **we** give **you** which sets out the details of **your** insurance cover. **You** receive a **schedule** when **you** first take out **your** insurance and again when **your policy** is renewed or changed.

**Situation** means the location set out as the 'Situation' in the **schedule**.

**Storm** means a violent wind including when combined with thunder and/or lightning, heavy falls of rain, hail or snow.

**Storm Surge** means an abnormal rise in the level of the sea along a coast caused by the onshore winds of a severe cyclone.

**Strata Company** means any body corporate or other entity incorporated or otherwise formed by the registration of a strata plan, variously described in **strata titles legislation** as strata company, strata corporation, body corporate, community corporation, owners corporation or corporation.

**Strata Manager** means a person or other entity (appointed in writing by the **unit owners**) with delegated functions including the authority to act as an **office bearer** in terms of any **strata titles legislation** applying where **your insured property** is situated.

**Strata Titles Legislation** means legislation, acts and/or regulations governing strata title, strata scheme, community title scheme, stratum development or other similar schemes.

**Sum Insured** means the amount shown on **your schedule**.

**SUU** means Strata Unit Underwriters Pty Ltd ABN 30 089 201 534 AFSL 246719 trading as Strata Unit Underwriters. **SUU** acts on behalf of the **insurer**.

**Time Element Loss** means business interruption, contingent business interruption or any other consequential losses insured under **your policy**.

**Unit** means an area marked as a unit and/or a lot on the plan of **your insured property**.

**Unit Occupier's Family** means family who normally lives with a **unit** occupier, occupant, previous occupant or tenant (as the case may be) at the **unit**, including a legal or de facto spouse and any member of their family who normally lives or lived with them at the **unit**.

**Unit Owner** means the registered owner of a **unit** and/or a lot.

**Unit Owner's Family** means family who normally lives with a **unit owner** at the **unit**, including a legal or de facto spouse and any member of their family who normally lives with them at the **unit**.

**Vehicle** means any type of machine on wheels, skis, or on self-laid tracks, designed to be moved other than by manual or animal power and includes any trailer or attachment intended to be drawn by such machine. It does not include wheelchairs, garden appliances, maintenance equipment or golf buggies which are not required to be registered.

**Watercraft** means any vessel, craft or thing made or intended to float on or in, or travel on or through, or under water.

**We, Us, Our** and **CGU** means Insurance Australia Limited ABN 11 000 016 772 AFSL 227681, trading as CGU Insurance and Strata Unit Underwriting Agency Pty Ltd ABN 30 089 201 534 AFSL 246719, trading as Strata Unit Underwriters acting as an agent for CGU Insurance.

**Written Consent** means a written authority **you** must obtain from **us** and hold before **you** act or incur any expense or enter into any contract or contractual agreement (such consent not to be unreasonably withheld).

# SECTION 1 – BUILDINGS AND COMMON CONTENTS

## Definitions Applicable to this Section

The words defined below have a special meaning and apply to the cover provided under this section of the **policy**. Where they appear in this section, they are shown in bold. The singular shall include the plural and vice versa.

**Accidental** means something that is not intended or expected by **you** and would not be expected from the standpoint of a reasonable person in **your** position.

**Catastrophe** means an event causing widespread **damage** and as a result of which the Insurance Council of Australia declares a catastrophe.

**Damage** means any physical loss of, destruction of, or damage to the **insured property** from any sudden and **accidental** cause not otherwise excluded by the **policy**. **Damaged** has the corresponding meaning.

**Fusion** means an electrical motor burnt out by electric current.

**Land Value** means the sum determined in accordance with the Australian Property Institute Professional Practice Standards as being the land value at the **situation**.

**Loss of Income** means an amount of money calculated on the annual rentable value of any part of **your common area**, including outgoings that are payable by tenants or lessees, that applied immediately prior to the **damage** and that would have been received but for the **damage**.

**Rent** means an amount of money calculated on the annual rentable value of a **unit** or **common area**, including outgoings that are payable by tenants or lessees, that applied immediately prior to the **damage** and that would have been received but for the **damage** less any commission or charges **you** are not required to pay to a letting or rental agent.

See also the 'General Definitions' for defined terms not included above.

## What You are Covered For

We will cover **your insured property** for any **damage** occurring during the **period of insurance** not excluded by this section or elsewhere under the **policy**.

The most **we** will pay is the **sum insured** shown on **your schedule** for this section.

If **we** have agreed to pay a claim and the **sum insured** on **your buildings** and **common contents** is not totally used for that claim, **we** will also pay for:

- the reasonable costs of removal, storage, disposal of debris being the residue of **your insured property** as a result of **damage** that **we** have agreed to pay for;
- the reasonable costs of demolition, dismantling, shoring up, propping, underpinning or other temporary repairs to **your insured property** necessarily incurred and as a result of **damage** that **we** have agreed to pay for;

- c. the reasonable costs of architect's, surveyor's, consulting engineer's and other professional fees incurred with **our written consent** (which will not be unreasonably withheld) as a result of **damage** that **we** have agreed to pay for;
- d. the reasonable costs incurred with **our written consent** in making submissions and/or applications, attending meetings or hearings to any government or building licensing authority as a result of **damage** that **we** have agreed to pay for; and
- e. the reasonable fees, contributions and taxes to be paid to any public or statutory authority to obtain authority to reinstate, repair or replace **your insured property** as a result of **damage** that **we** have agreed to pay for. **We** will not pay for any penalties or fines. **You** should seek **our** agreement before incurring any out-of-pocket expenses to ensure **you** will be able to claim those costs back on **your policy**. If **you** do not obtain **our** agreement first, **we** will only pay reasonable costs up to the amount **we** would have agreed to pay had **you** obtained **our** prior agreement.

## Additional Benefits

The cover under this section is extended to include the additional benefits shown below for events which occur during the **period of insurance**. Where an additional benefit shows an amount or percentage that **we** will pay, such amount or percentage will be paid in addition to the **sum insured** for this section.

## Alterations and Additions

**We** will pay **you** for **damage** arising to alterations, additions and improvements to **your buildings** and **common contents** whilst they are being carried out during the **period of insurance**, provided the **damage** is covered by this section.

**We** will not pay for:

- a. any works that exceed \$100,000 unless **we** have given **our written consent** before such works have commenced; or
- b. any works where a builder and/or contractor is required or has taken out insurance cover that insures material damage and liability risks for the alterations, additions and improvements.

## Arson Reward

**We** will pay a reward for information which leads to an arson conviction in connection with **damage** covered by this section. The reward will be paid to the person or persons providing the information and may be apportioned at **our** discretion.

The most **we** will pay is \$10,000 for any one event irrespective of the number of people providing information.

## Capital Additions

**We** will increase **your sum insured** under this section by the total value of additions, alterations and improvements to **your insured property** during the **period of insurance**.

We will do this when:

- a. a certificate of completion has been issued;
- b. **you** inform **us** as soon as reasonably possible of completion of the capital additions; and
- c. **you** pay an additional premium at **our** request.

The most **we** will increase **your sum insured** by is \$250,000.

### Catastrophe Cover

Where **your buildings** and **common contents** suffer **damage** covered by this section which is caused by a **catastrophe**, **we** will pay up to an additional 15% of **your buildings** and **common contents sum insured**, or the amount shown on **your schedule**, for any escalation in rebuilding costs where a claim has been admitted under this section.

Provided the additional amount provided under this additional benefit is not totally exhausted for a claim, **we** will also increase the total amount **we** will pay under additional benefit 'Loss of Rent, Reletting Costs, Temporary Accommodation and Removal Costs' by 15% for any amount payable under clause 'a. Loss of Rent', 'c. Removal and Storage Costs' and 'd. Temporary Accommodation Costs' of that additional benefit. No amount will be paid under this additional benefit until such time as the **sum insured** on **your buildings** and **common contents** has been totally exhausted.

If **your buildings** and **common contents** are not reinstated following **damage**, no amount will be paid under this additional benefit.

### Common Contents Temporarily Removed

**We** will pay for **damage** covered by this section to **your common contents** temporarily removed from the **situation** including transit during such temporary removal.

### Communication Costs

**We** will pay the reasonable costs incurred by **you** in developing and/or managing communications to occupants relating to the reinstatement of **your buildings** following **damage** to **your insured property** covered by this section. **We** will only pay these costs where:

- a. the cost of reinstatement of **your buildings** is more than \$500,000;
- b. **damage** occurs to more than one **unit** or **common area**;
- c. the communication is intended for the exclusive benefit of **lot owners** and tenants of **your buildings**; and
- d. **we** have agreed to these costs in writing before they are incurred.

The most **we** will pay is \$5,000 for any one event.

### Electricity, Gas, Water Charges – Additional Costs

**We** will pay for any additional electricity, gas, water, sewerage and similar charges **you** incur following **damage** to **your insured property** covered by this section.

The most **we** will pay is \$2,000 for any one event.



## Electricity, Gas, Water Charges – Unauthorised Use

We will pay for any additional electricity, gas, water, sewerage and similar charges **you** are legally required to pay following its unauthorised use by an occupant of **your buildings**. The most **we** will pay is \$2,000 for any one event. **We** will not pay unless all reasonable measures are taken to terminate the unauthorised use immediately once **you** become aware of the unauthorised use including notification to the police.

## Emergency Accommodation / Meal Costs

We will pay the reasonable costs of alternate emergency accommodation and meals that the owner of a residential **unit** may incur when the **unit** cannot be occupied for its intended purpose following:

- a. **damage** to the **unit** covered by this section; or
- b. prevention of access to or occupancy of the **unit** as a result of **damage** that would be covered under this section happening to other property in the immediate vicinity of the **insured property**; or
- c. access to or occupancy of the **unit** being prevented by the police authority or other emergency service due to a danger or disturbance in the immediate vicinity of the **insured property**.

The most **we** will pay for meals is \$100 per day.

The total combined amount payable under this additional benefit is limited to \$1,500 per **unit**.

We will not pay these costs where:

- a. the **unit** is not the **unit owner's** principal place of residence; or
- b. the **unit owner** has other insurance that provides cover for alternate emergency accommodation or meals.

## Emergency Costs to Minimise Losses

We will pay the reasonable costs of necessary emergency repairs **you** may incur in **your** duty to minimise **damage** covered under this section and avoid further **damage** to the **insured property** following a loss covered under this section.

## Environmental Upgrade

Following **damage** to **your insured property** covered by this section, if **you** elect to repair or replace **your insured property** (including part of **your insured property**) **we** will pay the additional costs for environmental improvements not previously installed that improve the energy and water efficiency of **your insured property**.

The most **we** will pay is \$20,000 for any one event less any government subsidies to which **you** are entitled at the date of loss whether **you** claim these subsidies or not.

We will only pay these costs where the cost to repair or replace the **damaged** portion of **your insured property** is more than 25% of what the cost would have been had **your insured property** been totally destroyed.

## Exploratory Costs

We will pay the reasonable and necessary costs incurred in identifying and locating the source of any bursting, leaking, discharging or overflowing from any tank, pipe or apparatus used to hold or carry liquid of any kind that has caused **damage** to **your insured property** that is not excluded by this section.

We will also pay the reasonable costs to:

- a. rectify contamination **damage** or **pollution damage** to **your** land caused by the escape of liquid up to an amount of \$1,000;
- b. reinstate the area of **your insured property** necessarily **damaged** by exploratory work; and
- c. repair and replace the defective part from where the liquid escaped up to an amount of \$1,000.

We will only pay these costs if the cause of the bursting, leaking, discharging or overflowing is not excluded by this section.

### Failure of Services

If **your buildings** or sections of **your buildings** are unable to be occupied for their intended purpose due to the failure of electricity, water, gas or sewerage services resulting from **damage** (that would be covered by this section) to property belonging to the service provider, **we** will pay:

- a. where a **common area** within **your insured property** is leased out, or **you** can provide evidence by means of a signed agreement that it would have been leased out, **we** will pay an amount equal to the actual **loss of income**;
- b. where a **unit** is leased out, or **you** can provide evidence by means of a signed agreement that it would have been leased out, **we** will pay an amount equal to the actual **rent** lost; and
- c. where a **unit** is owner-occupied, **we** will pay the reasonable cost of temporary accommodation **you** necessarily incur.

Provided the failure of services extends for more than 24 hours, **we** will pay from the time of the failure until the time such services are reinstated. The most **we** will pay for is up to 30 days of actual **loss of income** or actual loss of **rent**.

The amounts payable under this additional benefit will be reduced by any amount payable under any insurance policy affected by a **unit owner**.

We will also provide cover to a **unit owner** as an **insured** so reference to 'you' and 'your' in this additional benefit will be replaced with '**unit owner**' for the purpose of this additional benefit only.

### Fallen Trees

Where a tree or branch falls causing **damage** to your **insured property**, **we** will pay the reasonable professional costs for:

- a. removal and disposal of the fallen trees and/or branches; and
- b. treating the stump or root to prevent re-growth of the tree.

We will not pay for the removal or disposal of tree stumps or roots.

The maximum amount **we** will pay is \$5,000 for any one event.

## Fire Extinguishment

We will pay the costs and expenses necessarily and reasonably incurred for the purpose of:

- a. extinguishing a fire at the **situation**, or in the vicinity of **your situation** that is threatening to cause **damage to your insured property**;
- b. replenishment of fire fighting appliances, replacing sprinkler heads, and resetting fire, smoke and security alarm systems following their use in extinguishing a fire at the **situation**; and
- c. shutting off the supply of water or other substances at the **situation** which are **accidentally** discharged from any fire protective equipment.

## Funeral Expenses

Where a **unit** is owner-occupied, **we** will pay up to \$5,000 a **unit** for the funeral costs of the **unit owner**, or member of the **unit owner's family** permanently residing in the **unit**, where death occurs as a direct result of **damage to your insured property** covered under this section.

## Fusion

**We** will pay the costs to repair or replace **your** electric motors which burn out by electric current at the **situation**.

**We** will only pay when the electric motor is no bigger than 5 kilowatts (6.7 hp).

**We** will not pay for:

- a. any additional costs arising from loss of use of the electric motor;
- b. contact at which sparking or arcing occurs in ordinary working;
- c. lighting or heating elements, fuses, protective devices or switches;
- d. motors under a guarantee or warranty; or
- e. other parts of any electrical appliance or non-electrical components, including software.

If the motor forms part of a sealed unit, **we** will also pay for the cost of replacing refrigerant gas.

If a motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant gas as required by regulation, or parts are no longer available, then **we** will only pay the cost that would have been incurred in repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available then one as close as possibly equivalent will be the basis of any claim.

If a motor (apart from a motor in a sealed unit) cannot be repaired or replaced because parts are no longer available or are obsolete, **we** will not pay more than the estimated cost of similar parts for similar type of motor currently available. If similar parts are found to be unobtainable, **we** shall not pay more than the manufacturers or suppliers latest list price.

## Infectious or Contagious Disease, Murder and/or Suicide

If **your buildings** or sections of **your buildings** are unable to be occupied for their intended purpose by order of a competent public authority due to:

- a. a **human infectious or contagious disease** at **your situation**, not otherwise excluded under the **policy**; or
- b. murder or suicide in or at **your situation**,

occurring during the **period of insurance**, then **we** will pay:

- a. where a **common area** within **your insured property** is leased out, or **you** can provide evidence by means of a signed agreement that it would have been leased out, **we** will pay an amount equal to the actual **loss of income**;
- b. where a **unit** is leased out, or **you** can provide evidence by means of a signed agreement that it would have been leased out, **we** will pay an amount equal to the actual **rent** lost; and
- c. where a **unit** is owner-occupied, **we** will pay the reasonable cost of temporary accommodation **you** necessarily incur.

Provided that:

- i. for the avoidance of doubt, '5. Communicable diseases' within the 'General Exclusions' section of the **policy** applies to the cover provided by this additional benefit; and
- ii. the maximum amount payable under this additional benefit in the aggregate for the **period of insurance** is whichever is the lesser of up to 30 days of actual **loss of income** or actual loss of **rent** or \$250,000 unless otherwise specified in the **schedule**; and
- iii. **we** will not cover the first 48 hours of any period **your buildings** cannot be occupied unless otherwise specified in the **schedule**; and
- iv. **we** will not pay for any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for any diseases, conditions or circumstances described in this additional benefit; and
- v. the amounts payable under this additional benefit will be reduced by any amount payable under any insurance policy affected by a **unit owner**.

**We** will also provide cover to a **unit owner** as an **insured** so reference to 'you' and 'your' in this additional benefit will be replaced with '**unit owner**' for the purpose of this additional benefit only.

For the purpose of this additional benefit only the following definition applies:

**Your Situation** means only the premises at the **situation** shown in the **schedule** that are directly owned, leased or controlled by **you** and does not include any extension to the definition of **situation** elsewhere in the **policy** or **schedule**.

### **Inflationary Costs – CPI Increase**

Where **your insured property** suffers **damage** covered by this section, **we** will increase **your sum insured** by the amount the Consumer Price Index (housing group) has increased since the start date of **your current period of insurance** to the time of the **damage**.

### **Landscaping**

**We** will pay up to \$10,000 for the reasonable costs to repair and/or replace trees, plants, lawns or garden borders owned by **you** that suffer **damage** covered by this section.

## Loss of Rent, Reletting Costs, Temporary Accommodation and Removal Costs

We will pay the following costs where **your unit** or **common area** suffers **damage** covered by this section and areas are uninhabitable or when reasonable access to or occupancy of **your unit** or **common area** is prevented by **damage** that would be covered by this section happening to other property within the immediate vicinity of **your unit** or **common area**:

### a. Loss of Rent

Where a **unit** or **common area** is leased out, or **you** can provide evidence by means of a signed agreement that it would have been leased out, **we** will pay an amount equal to the actual rent lost less any recoveries available from the bond authority. **We** will pay up until the time **your unit** or **common area** is re-leased following completion of reinstatement and/or repair of **your insured property** or access to **your unit** or **common area** is re-established provided **you** can demonstrate that **you** have taken all necessary steps to re-let **your unit** or **common area** including the active marketing of **your unit** or **common area** at current market **rent**.

### b. Reletting Costs

Where a lease agreement is terminated as a result of **damage** covered by this section to **your unit** or **common area**, **we** will pay the reasonable re-letting costs of that **unit** or **common area**.

The most **we** will pay is \$1,500.

### c. Removal and Storage Costs

Where a **unit** is occupied for residential purposes, **we** will pay the reasonable costs to a **unit owner** incurred in:

- i. removing and storing their undamaged contents at the nearest place of safe keeping;
- ii. returning their undamaged contents to their **unit** at the **situation** when occupancy of their **unit** is permitted; and
- iii. insuring their undamaged contents during such removal, storage and return.

**We** will also pay the above reasonable removal and storage costs for undamaged common contents owned by **you**.

### d. Temporary Accommodation Costs

Where a **unit** is owner-occupied, **we** will pay the reasonable costs for temporary accommodation **you** necessarily incur calculated on the basis of similar accommodation located in the vicinity of the **insured property** location. **We** will pay for the period that is reasonably necessary for repairs and rebuilding to be completed and access to **your unit** is re-established.

## Under this Additional Benefit

The combined total amount **we** will pay is limited to 15% of the **sum insured** on **your buildings** and **common contents** or any other amount as shown on **your schedule** for this additional benefit.

The amounts payable will be reduced by any amount payable under any insurance policy affected by a **unit owner**.

If **you** or anyone acting on **your** behalf cause unreasonable delays in commencing or completing reinstatement or replacement of **your insured property** we will reduce **our** payment by the amounts which result from the delays.

If **you** or anyone acting on **your** behalf fail to take reasonable steps to minimise and/or stop any further **damage to your insured property**, we will reduce **our** payment by the amounts which result from that further **damage**.

We will also provide cover to the **unit owner** as an **insured** so reference to 'you' and 'your' in this additional benefit will be replaced with '**unit owner**' for the purpose of this additional benefit only.

### Meeting Room Hire

Where a designated meeting room within **your insured property** is unable to be occupied for its intended purpose as a result of **damage** covered by this section, **we** will pay the cost to hire temporary meeting room facilities for the purposes of holding annual general meetings or committee meetings. **We** will only pay for meetings held during the period of time that is reasonably necessary for repairs to be carried out and access to be re-established.

The most **we** will pay in any one **period of insurance** is \$5,000.

### Modifications

Where a **unit** is owner-occupied, **we** will pay the reasonable cost of modifications to the **unit** if the **unit owner**, or member of the **unit owner's family** permanently residing in the **unit**, is physically injured and a certificate is issued by a medical practitioner certifying the **unit owner**, or member of the **unit owner's family**, to be a paraplegic or quadriplegic as a direct consequence of **damage to your insured property** covered by this section.

The most **we** will pay is \$50,000.

### Money

**We** will pay for loss of **your** money while in the personal custody of an **office bearer** of **yours**, or of **your strata manager** while acting on **your** behalf.

The most **we** will pay is \$25,000 for any one event.

**We** will not pay for fraudulent misappropriation, larceny or theft or any attempt thereof by:

- a. any person in **your** employment;
- b. **unit owner**, including any family member of the **unit owner's family** permanently residing with them; or
- c. a proxy of a **unit owner**.

### Mortgage Costs

**We** will pay the legal costs to discharge any mortgage over **your insured property** if **you** suffer **damage to your insured property** and **your** claim is for a total loss.

## Pets and Security Dogs

We will pay **unit owners** for the cost to board pets or security dogs where their **unit** is unable to be occupied as a result of **damage** covered under this section.

We will only pay when:

- a. temporary accommodation does not allow pets;
- b. the pet is owned by the **unit owner**;
- c. the pet is usually kept at the **situation**; and
- d. the **unit** is used as a primary place of residency.

The most **we** will pay is \$1,000 for any one **unit**.

## Property of Others

We will pay the **indemnity value** of personal property of others in **your** physical or legal control following **damage** covered by this section.

We will not pay if the property is already insured under another policy entered into by a third party or by a policy required by law.

The most **we** will pay is \$10,000 for any one event.

## Purchaser's Interest

We will cover a purchaser's interest in **your insured property** when they have signed a legal agreement to purchase a **unit** or part of a **unit** within the **insured property**.

## Restoration of Records and Electronic Data

We will pay the cost of collating information, preparing, replacing, rewriting and/or restoring **your** records and electronic data directly related to **your insured property** that suffer **damage** covered by this section.

The most **we** will pay is \$50,000 in any one claim.

## Security Guard/Temporary Protection

We will pay the necessary and reasonable cost of providing temporary protection and employment of security guards to safeguard **your insured property** and residents following **damage** to **your insured property** covered by this section.

The most **we** will pay for any one claim is \$5,000 unless **you** first obtain **our written consent** prior to **you** incurring costs in excess of this amount.

## Strata Levies and/or Maintenance Fees

We will pay the maintenance fees and/or strata levies required to be paid by a **unit owner** to **you**, where **you** have exhausted all practical measures (including legal proceedings) to collect the maintenance fees and/or strata levies during the period the **unit** is unfit for occupation following **damage** covered by this section.

## Title Deeds

We will pay for the cost of preparing new title deeds for **your** land, **buildings** or any **unit** if the title deeds were contained within **your buildings** and suffer **damage** covered by this section.

The most **we** will pay is \$5,000 arising out of any one event.

## Travel Costs

Where a **unit** is rented, **we** will pay up to \$250 per **unit** for the necessary and reasonable travel costs incurred by the **unit owner** in attending the **unit** to consult with claim assessors, builders or other repairers following **damage** to **your insured property** covered by this section that results in the **unit** being unable to be occupied for its intended purpose.

## Water Removal

We will pay the reasonable costs **you** incur for the removal of water from the basement area of **your buildings** caused directly by **storm** or rain and not otherwise excluded by this section.

The most **we** will pay is \$2,000 for any one event.

## Optional Benefits

The following optional benefits are operative when specified on **your schedule** as included.

### 1. Floating Floors

Provided **your sum insured** for **buildings** and **common contents** is not totally exhausted for a claim for **damage**, **we** will also pay for **damage** to **unit owners floating floors**.

## How We Pay Claims

### 1. Reinstatement and Replacement

#### a. Buildings

When **damage** not excluded by this section occurs to **your buildings**, **we** will pay the reasonable and necessary cost of rebuilding or replacing **your buildings** or repairing the **damaged** portions to the same condition as when they were new. **We** decide which one **we** will do. **Our** choice will have regard to the circumstances of **your** claim and consider any preference **you** may have. If **we** pay the cost of rebuilding **your buildings**, **you** can rebuild on another site. **You** can do this provided the amount **we** pay is not increased.

Where **your buildings** have any architectural features and/or structural materials possessing an ornamental, historical or heritage character, or for which the original materials are not readily available, **we** will rebuild or restore **your buildings** to an equivalent appearance and capacity, using current design and nearest equivalent current materials.



## b. Common Contents

When **damage** not excluded by this section occurs to **your common contents**, **we** will do one of the following:

- i. replace the **common contents** item with the nearest equivalent item available;
- ii. repair the **common contents** item to the condition it was in when new; or
- iii. pay **you** the reasonable and necessary cost of replacement or repair.

**We** will decide which one **we** will do. **Our** choice will have regard to the circumstances of **your** claim and consider any preference **you** may have.

## 2. Cash Settlement

If **you** submit a claim for cash settlement for repairs or replacing **your insured property** that have already been carried out, **we** will at **our** option:

- a. assess the claim **you** have submitted for **us** to pay;
- b. obtain quotations for the repairs or replacement that **you** have carried out; and
- c. reduce the amount **we** pay **you** by the amount which represents any disadvantage **we** suffer as a result of the repairs or replacement being carried out without **our** consent.

**Our** choice will have regard to the circumstances of **your** claim and consider any preference **you** may have.

If **you** choose not to repair or replace **your insured property**, **we** will pay **your** claim based on **indemnity value**.

## 3. Extra Cost of Reinstatement

**We** will also pay any additional costs required for **your buildings** to comply with current government or local authority bylaws.

**We** will not pay any of these additional costs if **you** were required to comply with these bylaws before the **damage** occurred.

Where the **damage** is less than 50% of the costs of rebuilding **your buildings**, **we** will only pay for these additional costs as they apply to the **damaged** portions. Where the **damage** is more than 50% of the costs of rebuilding **your buildings**, **we** will pay all of these additional costs.

## 4. Undamaged Foundations and/or Undamaged Portion of Buildings

Where **your buildings** are **damaged**, but the foundations or portion of **your buildings** are not, and a government or statutory authority prevents rebuilding at the **situation**, **we** will treat the foundations and undamaged portion of **your buildings** as being destroyed. If the **land value** of the **situation** including the foundations and undamaged portion of **your buildings** is greater than the **land value** without the foundations and undamaged portion of **buildings**, **we** will reduce the amount **we** pay **you** by an amount equal to the difference between these values.

## 5. Floor Space Ratio

When rebuilding your **buildings** or repairing the **damaged** portions of your **buildings** if the size of your **buildings** is reduced by any government or statutory authority, we will:

- a. pay the cost of rebuilding or repairing the **damaged** portions of your **buildings** for the reduced size; and
- b. pay the difference between:
  - i. the actual cost of rebuilding or repairing the **damaged** portions for the reduced size of your **buildings**, and
  - ii. the estimated cost of rebuilding or repairing the **damaged** portions, had the size of the **buildings** not been reduced.

We will not pay more than the **sum insured** for this section. We will reduce the amount we pay you by any amount you may receive as compensation for or in respect of the size reduction of your **buildings**.

## 6. Land Value

Provided your **sum insured** for this section is not totally exhausted for a claim, we will also pay for any loss of **land value** following your claim which results from a government or local authority order or legislation that reduces the floor area of your **buildings**. Loss of **land value** is the difference between the value of the land just before the **damage** occurred and the value of the land just after the **damage** occurred. We will reduce the amount we pay you for the loss of **land value** by any amount that you receive as compensation for this loss.

The most we will pay is the unused portion of your **sum insured** for this section. The amount we will pay under this additional benefit for any loss of **land value** is reduced by the amount paid under additional benefit '5. Floor Space Ratio' above.

## 7. Materials

We will make a fair and reasonable attempt to match new materials used to repair or replace your **insured property** with the original, undamaged materials. If you are not satisfied with the closest match, you are able to pay the extra cost of replacing undamaged parts to achieve a matching appearance.

## 8. Undamaged Property

We will not pay any costs for replacing, repairing, altering or modifying any undamaged **insured property** or undamaged sections of your **insured property** including such costs which are incurred for the purpose of colour matching of or creating a uniform appearance between undamaged **insured property** and repaired or replaced **insured property** claimed under the **policy**.

In the event of repairs, we will make a fair and reasonable attempt to match the repairs to undamaged areas, using the closest match available.

If you are not satisfied with the closest match:

- a. you are able to pay the extra cost of repairing undamaged areas to achieve a matching appearance; or
- b. we will pay you the reasonable cost to repair the damaged area, provided that cost is available and actionable by you.

## 9. Illegal Installations

We will not replace, repair or pay for any illegal installation or illegal alteration of **insured property** of any kind.

## 10. Pairs, Sets, Systems and Collections

When a **damaged** or lost item that is not excluded by this section is part of a pair, set, system or collection, **we** will only pay for the value of the item itself. **We** will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

## 11. Policy Excess

For each **insured property** claim, **we** will reduce the amount **we** pay **you** for **your** claim by the amount of **your excess**.

The amount of **your excess** is shown on **your schedule**.

An additional **excess** of \$250 will apply for any claim for **damage** arising from an earthquake or seismological disturbance which occurs during any one period of 72 consecutive hours.

## Exclusions

1. **We** will not pay any claims for **damage to insured property** arising directly or indirectly from:
  - a. construction, erection, alteration or addition where the value of such work exceeds \$500,000, unless **our written consent** to continue cover has been obtained prior to the commencement of such work;
  - b. the removal or weakening of or interference with the support of land or **buildings** or any other property, vibration, erosion, subsidence, landslide, collapse or any other earth movement unless it happens as a direct result of:
    - i. earthquake, seismological disturbance or tsunami;
    - ii. explosion;
    - iii. **storm**, rainwater or wind;
    - iv. bursting, leaking, discharging or overflowing from any tank, pipe, gutter, drain or other fixed plumbing apparatus.

**Damage** occurring after the expiry of 72 hours following an event listed in b. i. – iv. will be presumed not to be a direct result of the relevant event, unless reasonable evidence demonstrates otherwise.

- c. wear and tear, fading, marring, gradual deterioration, developing flaws, normal up-keeping or making good, rust, gradual corrosion, oxidization, concrete or brick cancer, wet or dry rot. However this exclusion does not apply to subsequent **damage to insured property** not otherwise excluded by the **policy**;
- d. the action of the sea, tidal wave, high water or high tide (other than that directly attributable to **damage** caused by tsunami);
- e. **flood**;

- f. **storm surge** but we will cover **damage** to **insured property** caused by **storm surge** provided **damage** to **insured property** caused by a named cyclone and by **storm surge** were both directly caused by the same named cyclone. Any named cyclone **excess** noted on **your schedule** will apply to all **damage** caused by **storm surge** and a named cyclone;
- g. heating or any process involving the direct application of heat. This exclusion shall be limited to the item or items immediately affected and shall not extend to **damage** to other **insured property** which may result from such heating or any process involving the direct application of heat;
- h. mechanical breakdown or derangement, electrical and/or electronic breakdown or derangement or failure caused by electric current. However, **we** will pay if the **damage** is due to:
  - i. an electric motor burning out and covered under additional benefit 'Fusion';
  - ii. lightning;
  - iii. power surge when the **insured** has provided evidence that the power surge event is confirmed by the supply authority; or
  - iv. resulting fire; or
  - v. **damage** or other subsequent **damage** not otherwise excluded by this section;
- i. mould and/or fungi, mildew, **pollution** or contamination, change in colour, dampness, variations in temperature, evaporation, inherent vice or latent defect, loss of weight, change in texture or finish, unless arising from:
  - i. **storm**, rainwater or wind;
  - ii. bursting, leaking, discharging or overflowing from any tank, pipe, gutter, drain or other fixed plumbing apparatus;
  - iii. named cyclone; or
  - iv. **storm surge** provided **damage** to **insured property** caused by a named cyclone and by **storm surge** were both directly caused by the same named cyclone. Any named cyclone **excess** noted in the **policy** or on **your schedule** will apply to all **damage** caused by **storm surge** and a named cyclone.
- j. normal settling, seepage, shrinkage, expansion, creeping, heaving in **buildings**, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders, retaining walls and other structural improvements;
- k. rats, mice, insects, termites, possums, birds, bats, vermin or other animals that peck, bite, chew or scratch. However, this exclusion does not apply to subsequent **damage** to **insured property** not otherwise excluded by the **policy**;
- l. the invasion from trees, plants, shrubs, grass and/or their roots or for the cost of clearing pipes or drains blocked by such invasion. We will pay for the resultant **damage** to **insured property** caused by the escape of water or liquids from blocked pipes or drains; or
- m. defect in any item, structural defect, faulty design, faulty workmanship, error or omission that **you** were aware of or should have reasonably been aware of.

2. We will not pay for:

- a. consequential loss of any kind, including but without limiting the generality of this exclusion, loss due to delay, lack of performance, loss of contract or depreciation in the value of any undamaged **insured property** except as provided for under this section;
- b. theft or attempted theft;
- c. breakage of glass;
- d. demolition ordered by a public or statutory authority as a result of an error in architectural design, specification, faulty workmanship or non-compliance with lawful requirements or due to the incorrect siting of **your insured property**;
- e. the cost of rectifying faulty or defective materials or faulty or defective workmanship;
- f. the cost of clearing blocked pipes or drains unless the blockage causes or is the result of **damage** to the pipe or drain. We will pay for the resultant water or liquid **damage to your insured property** from the overflow of such pipes or drains;
- g. **damage to your insured property** if it is vacant and undergoing demolition unless **our written consent** to continue cover has been obtained before the commencement of demolition; or
- h. **storm damage** and rainwater **damage** to retaining walls installed to prevent subsidence or collapse of the **insured property**.

See also the 'General Exclusions'.

## Conditions

See the 'General Conditions'.

## Claims Procedures

See the 'General Claims Procedures'.

## SECTION 2 – GLASS

### Definitions Applicable to this Section

The words defined below have a special meaning and apply to the cover provided under this section of the **policy**. Where they appear in this section, they are shown in bold. The singular shall include the plural and vice versa.

**Breakage** means any physical loss or destruction. **Broken** shall have a corresponding meaning.

**Glass** means internal and external glass that form part of **your insured property**.

See also the 'General Definitions' for defined terms not included above.

### What You are Covered For

We will cover **you** for **breakage of glass** occurring during the **period of insurance**.

The most **we** will pay is the **sum insured** shown on **your schedule** for 'Section 1: Buildings and Common Contents'.

If **we** have agreed to pay a claim and the **sum insured** shown on **your schedule** for 'Section 1: Buildings and Common Contents' has not been exhausted, **we** will also pay for:

1. the reasonable costs of removal, storage, disposal of debris, demolition, dismantling, shoring up, propping, underpinning or other temporary repairs to **your insured property** necessarily incurred and as a result of **breakage of glass** that **we** have agreed to pay for;
2. the reasonable costs of architect's, surveyor's, consulting engineers and other professional fees incurred with **our written consent** as a result of **breakage of glass** that **we** have agreed to pay for. If you do not obtain **our written consent**, we will only pay the reasonable costs up to the amount we would have agreed to pay had you obtained our prior agreement;
3. the reasonable costs incurred with **our written consent** in making submissions and/or applications, attending meetings or hearings to any government or building licensing authority as a result of **breakage of glass** that **we** have agreed to pay for. If you do not obtain **our written consent**, we will only pay the reasonable costs up to the amount we would have agreed to pay had you obtained our prior agreement; and
4. the reasonable fees, contributions and taxes to be paid to any public or statutory authority to obtain authority to reinstate, repair or replace **your glass** as a result of **breakage** that **we** have agreed to pay for. **We** will not pay for any penalties or fines. **You** should seek **our** agreement before incurring any out-of-pocket expenses to ensure **you** will be able to claim those costs back on **your policy**. If **you** do not obtain **our** agreement first, **we** will only pay reasonable costs up to the amount **we** would have agreed to pay had **you** obtained **our** prior agreement.

## Additional Benefits

The cover under this section is extended to include the additional benefits listed in Section 1 – Buildings and Common Contents as if any **breakage of glass** covered under this section is covered under Section 1 – Buildings and Common Contents, with respect to the additional benefits only, for events which occur during the **period of insurance**. Where an additional benefit shows an amount or percentage that **we** will pay, such amount or percentage will be paid in addition to the **sum insured** on **your schedule** for 'Section 1: Buildings and Common Contents'.

## How We Pay Claims

### 1. Reinstatement and Replacement

In the event of **breakage to glass** covered by this section, **we** will at **our** option:

- a. replace the **broken glass** in compliance with the requirements of the Standards Australia and any statutory authority; or
- b. pay the cost of replacing the **glass**.

**We** will decide which one **we** will do. **Our** choice will have regard to the circumstances of **your** claim and consider any preference **you** may have.

### 2. Cash Settlement

- a. If **you** submit a claim for cash settlement for repairs or replacing **your glass** that have already been carried out, **we** will at **our** option:
  - i. assess the claim **you** have submitted for **us** to pay;
  - ii. obtain quotations for the repairs or replacement that **you** have carried out; and
  - iii. reduce the amount **we** pay **you** by the amount which represents any disadvantage **we** suffer as a result of the repairs or replacement being carried out without **our** consent.
- b. If **you** choose not to repair or replace **your glass**, **we** will at **our** option:
  - i. cash settle **your** claim based on the cost to repair or replace **your glass**; or
  - ii. pay **your** claim based on **indemnity value**.

**Our** choice will have regard to the circumstances of **your** claim and consider any preference **you** may have.

### 3. Materials

**We** will make a fair and reasonable attempt to match new materials used to repair or replace **your glass** with the original, undamaged materials. If **you** are not satisfied with the closest match, **you** are able to pay the extra cost of replacing undamaged parts to achieve a matching appearance.

#### 4. Undamaged Property

We will not pay any costs for replacing, repairing, altering or modifying any undamaged **glass** or undamaged sections of **your glass** including such costs which are incurred for the purpose of colour matching of or creating a uniform appearance between undamaged **glass** and repaired or replaced **glass** claimed under the **policy**.

#### 5. Illegal Installations

We will not replace, repair or pay for any illegal or unauthorised installation or illegal or unauthorised alteration of **glass** of any kind.

#### 6. Policy Excess

For each **glass** claim, we will reduce the amount we pay you for your claim by the amount of **your excess**. The amount of **your excess** is shown on **your schedule**.

### Exclusions

1. We will not pay claims for **breakage** to **glass** arising directly or indirectly from:
  - a. construction, erection, alteration or addition where the value of such work exceeds \$500,000, unless **our written consent** to continue cover has been obtained prior to the commencement of such work;
  - b. the removal or weakening of or interference with the support of land or **buildings** or any other property, vibration, erosion, subsidence, landslide, collapse or any other earth movement unless it happens as a direct result of:
    - i. earthquake, seismological disturbance or tsunami;
    - ii. explosion;
    - iii. **storm**, rainwater or wind; or
    - iv. bursting, leaking, discharging or overflowing from any tank, pipe, gutter, drain or other fixed plumbing apparatus.

**Breakage** occurring after the expiry of 72 hours following an event listed in b.i.-iv. will be presumed not to be a direct result of the relevant event, unless reasonable evidence demonstrates otherwise.
  - c. wear and tear, fading, marring, gradual deterioration, developing flaws, normal up-keeping or making good, rust, corrosion, oxidization, concrete or brick cancer, wet or dry rot;
  - d. the action of the sea, tidal wave, high water, (other than that directly attributable to **damage** caused by tsunami);
  - e. **flood**;
  - f. **storm surge** but we will cover **breakage** to **glass** caused by **storm surge** provided such **breakage** to **glass** caused by a named cyclone and by **storm surge** were both directly caused by the same named cyclone. Any named cyclone **excess** noted on **your schedule** will apply to all **breakage** caused by **storm surge** and a named cyclone;



- g. heating or any process involving the direct application of heat. This exclusion shall be limited to the item or items immediately affected and shall not extend to **breakage** to other **glass** which may result from such heating or any process involving the direct application of heat;
  - h. mould and/or fungi, mildew, **pollution** or contamination, change in colour, dampness, variations in temperature, evaporation, inherent vice or latent defect, loss of weight, change in texture or finish, unless arising from:
    - i. **storm**, rainwater or wind;
    - ii. bursting, leaking, discharging or overflowing from any tank, pipe, gutter, drain or other fixed plumbing apparatus;
    - iii. named cyclone; or
    - iv. **storm surge** provided **breakage** to **glass** caused by a named cyclone and by **storm surge** were both directly caused by the same named cyclone. Any named cyclone **excess** noted on **your schedule** will apply to all **breakage** caused by **storm surge** and a named cyclone.
  - i. normal settling, seepage, shrinkage, expansion, creeping, heaving in **buildings**, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders, retaining walls and other structural improvements;
  - j. rats, mice, insects, termites, possums, birds, bats, vermin or other animals that peck, bite, chew or scratch;
  - k. the invasion from trees, plants, shrubs, grass and/or their roots nor for the cost of clearing pipes or drains blocked by such invasion. **We** will pay for the resultant **breakage** to **glass** caused by the escape of water or liquids from blocked pipes or drains;
  - l. defect in any item, structural defect, faulty design, faulty workmanship, error or omission that **you** were aware of or should have reasonably been aware of;
  - m. smut or smoke from industrial operations (other than directly attributable to sudden or unforeseen **damage**);
  - n. underground water or water exerting hydrostatic pressure. However, **we** will pay if the **breakage** is due to bursting, leaking, discharging or overflowing from any tank, pipe, gutter, drain or other fixed plumbing apparatus;
  - o. any process of cleaning involving the use of chemicals other than domestic household chemicals; or
  - p. artificial heat, installation or removal.
2. **We** will not pay for:
- a. consequential loss of any kind, including but without limiting the generality of this exclusion, loss due to delay, lack of performance, loss of contract or depreciation in the value of any undamaged **glass** except as provided for under this section;
  - b. demolition ordered by any public or statutory authority as a result of an error in architectural design, specification, faulty workmanship or non compliance with lawful requirements or due to the incorrect siting of **your insured property**;
  - c. the cost of rectifying faulty or defective materials or faulty or defective workmanship;

- d. **breakage to your glass** if **your insured property** is vacant and undergoing demolition unless **our written consent** to continue cover has been obtained before the commencement of demolition; or
- e. **breakage** of sign writing that has been fixed by tenants;
- f. theft or attempted theft.

See also the 'General Exclusions'.

## Conditions

See the 'General Conditions'.

## Claims Procedures

See the 'General Claims Procedures'.

## SECTION 3 – THEFT

### What You are Covered For

We will cover **you** for **damage** to **your insured property** occurring during the **period of insurance** as a result of theft or attempted theft.

The most **we** will pay is the **sum insured** shown on **your schedule** for 'Section 1: Buildings and Common Contents'.

### Additional Benefits

The cover under this section is extended to include the additional benefit below and the additional benefits listed in Section 1 – Buildings and Common Contents as if theft or attempted theft covered under this section is covered under Section 1 – Buildings and Common Contents, with respect to the additional benefits only, for events which occur during the **period of insurance**. Where an additional benefit shows an amount or percentage that **we** will pay, such amount or percentage will be paid in addition to the **sum insured** on **your schedule** for 'Section 1: Buildings and Common Contents'.

#### Loss of Keys

In the event of keys having been stolen as the result of **forcible entry** to **your building**, **we** will pay the costs of rekeying or recoding locks together with replacement keys, or replacement with locks of a similar type and quality if they cannot be rekeyed or recoded.

The most **we** will pay is up to \$5,000 for any one event.

**We** will not pay when there are reasonable grounds to believe the keys and/or codes have been stolen or duplicated by any occupant or previous occupant of **your insured property**, or by the **unit occupier's family** or their friends.

### How We Pay Claims

#### 1. Reinstatement and Replacement

When **damage** as a result of theft occurs to **your insured property** and is not excluded by this section, **we** will do one of the following:

- a. replace the item with the nearest equivalent item available; or
- b. pay **you** the reasonable and necessary cost of replacement or repair.

**We** will decide which one **we** will do. **Our** choice will have regard to the circumstances of **your** claim and consider any preference **you** may have.

## 2. Cash Settlement

- a. If **you** submit a claim for cash settlement for repairs or replacing **your insured property** that have already been carried out, **we** will at **our** option:
  - i. assess the claim **you** have submitted for **us** to pay;
  - ii. obtain quotations for the repairs or replacement that **you** have carried out; and
  - iii. reduce the amount **we** pay **you** by the amount which represents any disadvantage **we** suffer as a result of the repairs or replacement being carried out without **our** consent.
- b. If **you** choose not to repair or replace **your insured property**, **we** will at **our** option:
  - i. cash settle **your** claim based on the cost to repair or replace **your insured property**; or
  - ii. pay **your** claim based on **indemnity value**.

**Our** choice will have regard to the circumstances of **your** claim and consider any preference **you** may have.

## 3. Pairs, Sets, Systems and Collections

When a **damaged** or lost item that is not excluded by this section, is part of a pair, set, system or collection, **we** will only pay for the value of the item itself. **We** will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

## 4. Policy Excess

For each theft or attempted theft claim, **we** will reduce the amount **we** pay **you** for **your** claim by the amount of **your excess**. The amount of **your excess** is shown on **your schedule**.

## Exclusions

**We** will not cover **your insured property** for theft or attempted theft arising from or caused by:

1. clerical or accounting errors; or
2. fraudulent misappropriation, embezzlement or fraudulent acts.

**We** will not pay for consequential loss of any kind, including but without limiting the generality of this exclusion, loss due to delay, lack of performance, loss of contract or depreciation in the value of any undamaged **insured property** except as provided for under this section.

See also the 'General Exclusions'.

## Conditions

See the 'General Conditions'.

## Claims Procedures

See the 'General Claims Procedures'.

# SECTION 4 – LIABILITY

## Definitions Applicable to this Section

The words defined below have a special meaning and apply to the cover provided under this section of the **policy**. Where they appear in this section, they are shown in bold. The singular shall include the plural and vice versa.

**Defamation** means the tort of defamation at general law in Australia.

**Fire Warden** means **voluntary workers** who are responsible for and implement the safety procedures of **your common area** and **insured property** to ensure the safety of occupants or visitors.

**Members** means the proprietors, **unit owners** or shareholders of **your insured property**, whilst acting in the performance of their duties under any **strata titles legislation** applying where **your insured property** is situated, and in that capacity only. Their interest or liability as an owner and/or occupier of a lot/**unit** is not included unless otherwise specifically provided by the **policy**.

**Occurrence** means:

1. a series of incidents or continuous or repeated exposure to substantially the same general conditions which:
  - a. are not intended or expected; and
  - b. have the same cause; or
  - c. are attributable to the same source; or
2. a single incident that is not intended or expected.

**Personal Injury** means:

1. bodily injury, death, sickness, disease, disability;
  2. shock, fright, mental anguish;
  3. false arrest, false imprisonment, wrongful detention or malicious prosecution;
  4. **defamation**;
  5. wrongful eviction, wrongful entry or other invasion of privacy;
- that happens during the **period of insurance** anywhere in Australia.

**Property Damage** means:

1. **damage** to tangible property including any loss of its use following such **damage**; or
2. loss of use of tangible property that has not been **damaged** provided that the loss of use has been caused by an **occurrence**;

that happens during the **period of insurance** anywhere in Australia.

**Voluntary Worker** means a person aged 12 years or older who is actually engaged in voluntary work or duties as authorised and on behalf of **you**, without promise of reward or remuneration, other than an honorarium for work or duties associated with that function.

A **voluntary worker** does not include employees, contractors or any person who receives reward or remuneration for the services they have provided to **you** or a **unit owner**.

**Working Tool** means a **vehicle** that has tools, implements, machinery or plant attached to or towed by the **vehicle** and is being used by **you** within the confines of **your common area** or **insured property**. It does not mean transit to or from or within the confines of **your common area** or **insured property**.

**Your Business** means the ownership of or responsibility for **your common area** and **insured property** unless **you** otherwise advise **us** and **we** agree to such an inclusion in writing.

See also the 'General Definitions' for defined terms not included above.

## What You are Covered For

We will pay for all sums which **you** become legally liable to pay as compensation in respect of:

1. **personal injury**; or
2. **property damage**;

resulting from an **occurrence** happening during the **period of insurance** in connection with your business.

The most **we** will pay for any **occurrence** is the **sum insured** shown on **your schedule** for this section. Where the **occurrence** takes place over more than one **period of insurance**, **we** will only pay up to the amount shown on **your schedule** once in respect of each **occurrence**.

## Additional Benefits

If **we** agree to indemnify **you** under this section, **we** will also cover the following costs and expenses. **We** will pay these costs and expenses in addition to the **sum insured** for this section shown on **your schedule**.

### 1. Legal Costs

We will pay:

- a. all legal costs and expenses incurred by **us**;
- b. reasonable cost of legal representation **you** necessarily incur with **our written consent**. **You** should seek **our** agreement before incurring any out-of-pocket expenses to ensure **you** will be able to claim those costs back on **your policy**. If **you** do not obtain **our** agreement first, **we** will only pay reasonable costs up to the amount **we** would have agreed to pay had **you** obtained **our** prior agreement;
- c. other reasonable expenses **you** necessarily incur that **we** have agreed to reimburse; and
- d. all interest accruing after judgment has been entered against **you** until **we** have paid, tendered or deposited in court the amount that **we** are liable to pay following judgment.

### 2. Court Appearance

We will pay compensation if **we** require an **office bearer** or **your strata manager** to attend a court as **our** witness in connection with a claim under this section.

The most **we** will pay is \$250 per day.

## Extensions of Cover

### 1. Cover for Others

Provided that they observe, fulfil and are subject to the terms, conditions and exclusions of the **policy**, we will also cover, as though they were **you**, the following additional persons that are not named in the **schedule**:

- a. the interest therein of **members**;
- b. employees of the **insured** in connection with the employees duties as an employee;
- c. any of **your** directors, **office bearers** or **voluntary workers**, including **fire wardens**, but only for liability incurred by them while acting within the scope of their duties on behalf of the **insured**;
- d. **voluntary workers** in connection with their duties in organising recreational activities for and on behalf of the body corporate for **unit owners** and occupiers of the **units**; and
- e. the interest of an owner and/or leaseholder of property adjacent to **your insured property** in respect of their liability, which arises from the **insured's** acts or omissions, in relation to any part of the **insured property** that overhangs and/or infringes adjoining public or private property.

### 2. Recreational Activities

We will pay the amounts **you** are liable to pay for **personal injury** or **property damage** if **your** liability arises from social or recreational activities arranged for and on behalf of **unit owners** and occupiers of **units**.

The most we will pay in respect of any one **occurrence** is the **sum insured** for this section shown in the **schedule**.

### 3. Services

We will pay the amounts **you** are liable to pay for **personal injury** or **property damage** if **your** liability arises out of the service or services **you** provide for the benefit, general use and enjoyment of **unit owners** and occupiers of **units** at **your situation**.

### 4. Car Parks

We will pay the amounts **you** are liable to pay for **property damage** to **vehicles** that are in **your** physical or legal control where the **property damage** occurs while the **vehicles** are in a car park that **you** own or operate at **your situation**.

We will not pay if:

- a. the **vehicle** is owned by or being used by **you**, or on **your** behalf; or
- b. **you** operate the car park for reward.

### 5. Strata Managers Defence

If a claim is made jointly against **you** and **your strata manager** solely by virtue of their relationship with **you**, we will treat **your strata manager** as though they were **you**.

We will not indemnify **your strata manager** if their joining in the claim is attributable to allegations they committed a negligent or wrongful act, error or omission when acting in a professional capacity, including but not limited to performance of their obligations with respect to any management agreement or other contractual arrangement they may have in place with **you**.

## Exclusions

We will not pay claims:

1. directly or indirectly arising from:
  - a. **defamation** arising from publication of defamatory matter that:
    - i. **you** published prior to the **period of insurance**; and
    - ii. **you** knew or ought to have known to be false; or
    - iii. **you** published maliciously;
  - b. any agreement or contract **you** enter into unless liability would have attached to **you** in the absence of such agreement. This exclusion does not apply to:
    - i. liability assumed by **you** under any contract or lease of real or personal property;
    - ii. liability assumed by **you** in the course of **your business** under the terms of any written agreement with the company, person or firm appointed to manage **your business** except where liability arises out of:
      1. any alleged act of negligence on their part; or
      2. their default in performing their obligations under such agreement;
  - c. any business, profession, trade or occupation carried on by **you** other than the hiring out of **your** sporting or recreational facilities and the managing of the **buildings** and its surrounds;
  - d. assault or battery committed by **you** or at **your** direction, unless it was committed for the reasonably proportionate purpose of preventing or eliminating danger to persons or property;
  - e. construction, erection, demolition, alteration or addition where the value of such work exceeds \$500,000, unless **our written consent** to continue cover has been obtained prior to the commencement of such work;
  - f. **damage** to, or loss of, property that belongs to any person employed by **you** and that **damage** or loss arises from their employment with **you**;
  - g. **damage** to property belonging to, rented by or leased by **you** or in **your** physical or legal control, other than as provided under this section;
  - h. penalties, fines or awards of aggravated, exemplary or punitive damages (including interest and costs) imposed against **you**;
  - i. **personal injury** to any person employed by **you** and that injury arises from their employment with **you**;
  - j. vibrations, removal or weakening of support or from the removal of or weakening of or interference with the support of land, **common area**, **insured property** or other property;



k. liability for **personal injury** or **property damage** in connection with the ownership, possession, or use by **you** of any **vehicle**:

- i. which is registered or which is required under any legislation to be registered; or
- ii. in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is affected).

Exclusions k.i. and k.ii. above do not apply to claims for **personal injury** where:

- iii. that compulsory liability insurance or statutory indemnity does not provide indemnity; and
- iv. the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity does not involve a breach by **you** of legislation relating to **vehicles**; or
- v. liability arises out of and during the loading or unloading of goods to or from any **vehicle**; or
- vi. the use of the **vehicle**, or plant or attachment to the **vehicle**, as a working tool within the confines of **your common area** or **insured property**;

l. **your** use, operation, ownership, possession or maintenance of any **watercraft** exceeding 8 metres in length or any hovercraft. This exclusion does not apply to liability arising out of:

- i. the use of **watercraft** by an independent contractor carrying out works and/or operations on behalf of the **insured** in the course of **your business**;
- ii. **watercraft** or hovercraft owned and operated by others and used by an **insured** for the purpose of entertainment of **unit owners**, tenants and the **unit owner's family** and friends; or
- iii. floating jetties, floating pontoons or buoys;

m. **your** performance of or failing to render professional advice or service, but this exclusion does not apply to the rendering of or failing to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant **you** use to provide first aid services at **your situation**;

n. actions instituted outside of Australia or actions in Australia that are governed by the laws of a foreign country;

o. any liability required by law to be covered under any fund, scheme, policy of insurance or self-insurance pursuant to or required by any legislation relating to workers compensation, whether or not such fund, scheme or insurance has been effected;

2. directly or indirectly arising from or in connection with:

a. the discharge, release or escape of any **pollutants** or the testing, monitoring, containing, prevention, removal, neutralising or cleaning up of **pollutants**. This exclusion will not apply where the discharge, dispersal, release or escape of **pollutants**:

- i. is caused by a single incident;
- ii. is clearly identifiable;
- iii. is confined to one specific location; and
- iv. is instantaneous;

b. **your** use, operation, ownership, possession or maintenance of **aircraft** or **aircraft** landing areas;

3. any liability:

- a. arising out of or in any way connected with the inhalation of, or exposure to silica in any form;
- b. whether actual or alleged, directly or indirectly caused by, or contributed to by, or in consequence of, or in any way connected with any:
  - i. disease determined to be a 'listed human disease' or in respect of which a 'human biosecurity emergency' is declared under the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
  - ii. outbreak of infectious disease declared as a pandemic or epidemic by the World Health Organization or any Australian government or Australian government agency; or
  - iii. disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC); or

4. any liability:

- a. arising out of **property damage**, defamation, humiliation, shock, fright, mental anguish, mental injury or breach of privacy directly or indirectly caused by, contributed to by or as a consequence of a **cyber act**;
- b. arising out of **your** products directly or indirectly caused by, contributed to by or as a consequence of a **cyber act**;
- c. directly or indirectly caused by, contributed to by, or as a consequence of an act, error or omission by **you** or on **your** behalf in controlling, preventing, suppressing, retaliating against, or responding to a **cyber act** or **data loss** caused by a **cyber act**.

However, this exclusion does not apply to claims for:

- d. **personal injury**, excluding mental anguish or mental injury; or
- e. **property damage**, excluding **data** directly caused by a **cyber act**.

For the purpose of this exclusion only, the following definitions apply:

**Computer System** means any computer, hardware, software, communications system (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility, owned or operated by **you** or any other party.

**Cyber Act** means any actual or alleged illegal, malicious, reckless, wilful or criminal act or series of related illegal, malicious, reckless, wilful or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

**Data** means 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.

**Data Loss** means the loss of use of, loss of access to, total or partial destruction of, corruption of, alteration of, misappropriation of, reduction in functionality of, repair of, replacement of, restoration of, reproduction of, error in the creation of, error in the amendment of, error in the entering of, deletion of, or theft of **data** including any monetary amount pertaining to the value of such **data**, the infringement of intellectual property rights and breach of confidentiality.

See also the 'General Exclusions'.

## Conditions

See the 'General Conditions'.

## Claims Procedures

See the 'General Claims Procedures'.

# SECTION 5 – FIDELITY GUARANTEE

## Definitions Applicable to this Section

The words defined below have a special meaning and apply to the cover provided under this section of the **policy**. Where they appear in this section, they are shown in bold. The singular shall include the plural and vice versa.

**Funds** means money, securities or tangible property received by **you**, or collected on **your** behalf, which has been or was to be set aside for the financial management of **your** affairs.

**Misappropriation** means the intentional, illegal use of **your funds**.

See also the 'General Definitions' for defined terms not included above.

## What You are Covered For

We will pay you for any loss that **you** incur as a result of fraudulent **misappropriation** of **your funds**.

We will only pay if the fraudulent **misappropriation** results in loss that occurs during the **period of insurance** in Australia.

The most **we** will pay is the **sum insured** shown on **your schedule** for this section.

## Additional Benefit

If **we** agree to indemnify **you** under this section, **we** will also cover the following costs and expenses. **We** will pay these costs and expenses in addition to the **sum insured** shown on **your schedule**.

## Auditors Fees

Subject to **our** prior **written consent** (which will not be unreasonably withheld) before incurring such costs, **we** will pay up to \$2,500 for the necessary and reasonable fees payable to external auditors which are incurred to support **your** claim.

## Exclusions

**We** will not pay:

1. for any further loss arising from an act of fraud or dishonesty committed by the same person or persons after the first loss has been discovered;
2. losses that are recoverable under any other fidelity bond or fund of any type, which provides indemnity for this loss; or
3. any claims arising out of losses discovered more than 12 months after the expiry of the **policy**, or any renewal of this section of the **policy**.

See also the 'General Exclusions'.

## Conditions

### How a Loss is Reduced

To the extent allowed by law, **you** are required to retain any money or assets that belong to that person or entity that was fraudulent or dishonest and for which **you** are claiming under this section of **your policy**.

The amount **we** pay **you** for the loss will be reduced by:

- a. the amount of money **you** are entitled to retain; and
- b. the proceeds of the sale of any assets **you** are entitled to retain.

See also the 'General Conditions'.

### Claims Procedures

See the 'General Claims Procedures'.

## SECTION 6 – OFFICE BEARERS’ LIABILITY

### Definitions Applicable to this Section

The words defined below have a special meaning and apply to the cover provided under this section of the **policy**. Where they appear in this section, they are shown in bold. The singular shall include the plural and vice versa.

**Building Management Committee** means a committee formed to represent the joint interests of more than one property owner.

**Claim** means any writ, summons, legal proceeding, written or verbal demand that is issued against or served upon **you** alleging any **wrongful act** that is covered by this section.

**Defence Costs** means costs, charges and expenses (other than your fees, salaries or salaries of **your** employees) incurred by **us** or by **you** with **our written consent** (such consent not to be unreasonably withheld):

1. in the investigation, defence, monitoring or settlement of any **claim** and appeals therefrom together with the costs of appeal; or
2. in the legally compellable attendance by an **office bearer** at any official investigation into the **insured’s** affairs. **You** should seek **our** agreement before incurring any out-of-pocket expenses to ensure **you** will be able to claim those costs back on **your policy**. If **you** do not obtain **our** agreement first, **we** will only pay reasonable costs up to the amount **we** would have agreed to pay had **you** obtained **our** prior agreement.

**Loss** means money payable by reason of:

1. a judgment ordered by a court of competent jurisdiction;
2. any arbitration award or settlement of **claims**, negotiated with **our** consent not to be unreasonably withheld;
3. the legal costs and expenses, incurred with **our** written agreement, in defending a **claim**;
4. the legal costs and expenses of any claimant, awarded against **you**; or
5. the legal costs and expenses of any claimant **we** elect to pay.

**Sub Committee** means a committee formed and approved by the committee of the governing body of the **buildings**.

**Wrongful Act** means any actual or alleged:

1. error, misstatement, incorrect act or omission; or
  2. neglect or breach of duty;
- by an **office bearer** whilst acting in his or her capacity as such.

**You, Your** and **Yours** means the **insured** named on the **schedule**, and is extended under Section 6 – Office Bearers’ Liability of this **policy** to also include a past or present **office bearer**.

See also the ‘General Definitions’ for defined terms not included above.

## What You are Covered For

We will indemnify **you** for **loss** arising from a **wrongful act** which results in a **claim** made against **you** in Australia that is:

1. first made against **you** during the **period of insurance**; and
2. notified to **us** in the current **period of insurance** or as soon as reasonably possible thereafter.

The most **we** will pay for all **claims** in respect of any one **period of insurance** is:

1. the **sum insured** shown on **your schedule** for this section; and
2. when **we** have reinstated **your** cover under additional benefit '2. Reinstatement of Sum Insured' of this section, an amount equal to that **sum insured**.

## Multiple Claims

Where any **wrongful act** results in more than one **claim** covered by **us** under the **policy** or another policy, all such **claims** will jointly constitute one **loss** and be deemed to have originated in the earliest **period of insurance** in which any of such **wrongful acts** are first reported to us.

## Extensions of Cover

### 1. Continuous Cover

**We** agree to accept notification of any **claim** during the **period of insurance** that should or could have been notified to **us** in a previous period of insurance, provided that:

- a. **we** have continuously been the Office Bearers' Liability insurer since the time when the first notification should have been given, and the time the notification is given; and
- b. the policy sum insured, including its terms, conditions and exclusions provided, will be those applicable to **your** Office Bearers' Liability policy, current when the **claim** should have or could have been made.

### 2. Extended Period of Insurance

**We** agree that should a **claim** arise within a period of 30 days following the expiry date of the **period of insurance** and **your** renewal instructions have not been received **we** will, subject to **your** renewal instructions being received by **us** during that period, accept the notification of such **claim** under this section.

### 3. Cross Liability

For the purposes of this section only, where more than one legal entity is insured under the **policy**, **we** will indemnify **you** to another **insured** as if that other **insured** were not a party to the **policy**, subject to **our** total liability not exceeding the **sum insured** for this section.

## Additional Benefits

If **we** agree to indemnify **you** under this section, **we** will also cover the following costs and expenses.

### 1. Advancement of Defence Costs

Where **we** have not agreed to pay a **claim**, **we** may:

- a. decide not to manage the settlement of a **claim** and then **we** may, at **our** option, pay the **defence costs** arising from the **claim** as they are incurred; or
- b. decide to manage the settlement of a **claim** and then **we** will pay the **defence costs** arising from the **claim** as they are incurred.

**We** decide which one **we** will do. **Our** choice will have regard to the circumstances of **your** claim and consider any preferences **you** may have.

If **we** deny or withdraw indemnity or a **claim** is withdrawn, **we** will stop paying the **defence costs** arising from the **claim**. If **we** do this, **we** reserve the right to recover from **you** any payments of **defence costs** previously made by **us** to the extent that **you** were not rightfully entitled to the previously paid payments.

### 2. Reinstatement of Sum Insured

When **we** have paid a **claim** under this section and the total amount of the **claim** equals, or but for the **sum insured** for this section would exceed, the **sum insured** for this section, **we** will reinstate the **sum insured** for this section once only to that shown on the **schedule**, subject to **you** paying any additional premium that **we** may require. This reinstatement shall not apply to:

- a. any **claim**, fact or circumstance that should have been or could have been notified to **us** during the proceeding period of insurance of this section or under an earlier Office Bearers Liability section issued by **us**;
- b. any **claim** notified to **us** for which a **loss** payment has not been made; or
- c. any existing **claim** on which a **loss** payment has been made including any subsequent **claim** that may arise from the same event.

## Exclusions

**We** will not pay claims directly or indirectly arising from:

1. failure to provide to **us** first notification of a **claim** made against **you** in the current **period of insurance** except as otherwise provided by this section;
2. any circumstance or event where **you** intentionally acted outside **your** authority as an **office bearer**;
3. any circumstance or event where **you** are entitled to claim under another policy that ended before the **policy** started, to the extent that indemnity is provided to the **insured** under that other policy;
4. any **claim** brought against **you** in a court of law outside of Australia or an Australian court applying a foreign law;
5. any conflict of duty or conflict of interest of **yours**;



6. or in connection with any bodily injury, sickness, disease, illness or death of any person, or **damage** or **loss** to any property. This exclusion does not apply to **loss** or **damage** to documents which are **your** property, or entrusted to **you**, or the costs incurred by **you** to replace or restore such documents;
7. any profit or advantage gained by **you** where **you** are not entitled to or may be held accountable to the named **insured** on the **schedule** or any member thereof;
8. **loss** or liability arising from circumstances which **you** knew of prior to the inception date of this **policy** section or a reasonable person in the circumstances could be expected to know to be circumstances which may give rise to a **claim** against **you**;
9. money or gratuity given to **you** which was not approved by the named **insured** in the **schedule** or where approval is required by law;
10. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
11. or in connection with **pollution** or contamination;
12. any dishonest, fraudulent, criminal or malicious **wrongful act** by **you**. However, this exclusion does not apply:
  - a. where **you** did not commit or condone such **wrongful act**; and
  - b. to the costs incurred by **you** in successfully defending any **claim** made against **you**;
13. defamation; or
14. **your** intentional decision not to effect and maintain insurances as required by **strata titles legislation** applying where **your insured property is situated**.

See also the 'General Exclusions'.

## Conditions

See the 'General Conditions'.

## Claims Procedures

See the 'General Claims Procedures'.

## SECTION 7 – VOLUNTARY WORKERS

### Definitions Applicable to this Section

The words defined below have a special meaning and apply to the cover provided under this section of the **policy**. Where they appear in this section, they are shown in bold. The singular shall include the plural and vice versa.

**Death** means cessation of all vital functions.

**Injury** means an injury to a person caused solely and directly by violent, accidental, external and visible means. The **injury** must be independent of some other cause.

**Medical Practitioner** means a doctor in general practice who is qualified and licensed to practice medicine in the place where they are practicing, or a specialist medical doctor to whom the **voluntary worker** is referred by such a doctor in general practice.

**Occupation** means any trade, business, profession or employment for which the **voluntary worker** receives an income.

**Partial Disablement** means where, in the opinion of a **medical practitioner**, the **voluntary worker** is completely prevented from performing some of the normal duties of their usual **occupation**.

**Total Disablement** means where, in the opinion of a **medical practitioner**, the **voluntary worker** is prevented from performing all of the duties of their usual **occupation**.

**Voluntary Worker** means a person aged 12 years or older who is actually engaged in voluntary work or duties as authorised and on behalf of **you**, without promise of reward or remuneration, other than an honorarium for work or duties associated with that function.

A **voluntary worker** does not include employees, contractors or any person who receives reward or remuneration (other than provided herein) for their services.

See also the 'General Definitions' for defined terms not included above.

## What You are Covered For

If a **voluntary worker** sustains injury resulting in an Event tabled below, **we** will pay to the **voluntary worker** or to their estate, the benefit shown next to that Event.

Events	Benefit
Event 1 Death	\$200,000
Event 2 Total and permanent loss of sight in both eyes	\$200,000
Event 3 Total Loss of both hands or both feet or one hand and one foot	\$200,000
Event 4 Total and permanent loss of use of one hand or one foot	\$200,000
Event 5 Total and permanent loss of sight in one eye	\$100,000
Event 6 <b>Total disablement</b>	\$2,000 per week
Event 7 <b>Partial disablement</b>	\$1,000 per week

**We** will only pay when:

1. the **injury** is sustained during the **period of insurance** when the **voluntary worker** is engaged in voluntary work on behalf of the **insured** named in the **schedule** in Australia; and
2. the **injury** results in any of the Events tabled above occurring within 12 consecutive months from the date of **injury**.

**We** will only pay one benefit for the **injury**, except as described below:

1. where payment for Event 1, 2, 3 or 4 for an **injury** is made, it will be reduced by any payment made for Event 5 for the same **injury**.
2. where payment for Event 1, 2, 3, 4 or 5 for an **injury** is made, it will be reduced by any payment made for Event 6 or 7 for the same **injury**.

## Additional Benefits

If **we** agree to pay a claim under this **policy** section, and **we** have given **our written consent**, **we** will also pay:

### Domestic Assistance

reasonable expenses that the injured **voluntary worker** incurs in obtaining necessary domestic help where, in the opinion of a **medical practitioner**, the **voluntary worker** is prevented from performing all of the duties of their usual **occupation**. The most **we** will pay arising out of any one event is \$5,000.

### Funeral Expenses

the reasonable costs of burial or cremation of the **voluntary worker** up to \$5,000.

### Miscellaneous Expenses

any other reasonable and necessary expenses that the injured **voluntary worker** incurs as a direct result of the **injury**. The most **we** will pay is \$2,000 per **injury**.

## Travel Expenses

reasonable expenses that the injured **voluntary worker** incurs in travelling to obtain medical treatment. The most **we** will pay is \$2,000 per **injury**.

## Exclusions

We will not:

1. pay any claims:
  - a. for any amounts payable by or recoverable from any registered health fund, Medicare or other insurer or which **we** are prohibited from providing cover for under the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or National Health Act 1953 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
  - b. for any deliberately self-inflicted **injury**;
  - c. for Event 6 or Event 7 if the injured **voluntary worker** is not in paid employment at the time of the **injury**;
  - d. for Event 6 or Event 7 for more than 104 weeks for the same **injury**;
  - e. for Event 6 or Event 7 for more than the **voluntary worker's** current average weekly earnings;
  - f. for any pre-existing injury, physical or mental disability;
  - g. if the injured **voluntary worker** does not obtain medical advice and/or treatment from a **medical practitioner** as soon as possible after the **injury** occurs;
  - h. to an injured **voluntary worker** when that **voluntary worker** has already been paid for Events 2, 3, 4 or 5;
  - i. which results from the **voluntary worker** being addicted to alcohol or drugs;
  - j. which results from the **voluntary worker** being under the influence of alcohol or a drug. This does not apply to a drug taken or given with the advice of a registered **medical practitioner**;
  - k. arising from childbirth or pregnancy;
  - l. unless the **injury** manifests itself within 12 months of sustaining such **injury**;
  - m. which results from the **voluntary worker** recklessly disregarding their own safety; or
  - n. for **injury** suffered which occurred before this cover commenced.
2. cover any actual or alleged bodily injury, illness, inability to work, death, damage, liability claim, cost, expense or any other amount of whatsoever nature directly or indirectly caused by, arising from, contributed to by, resulting from or otherwise in connection with a **communicable disease** or fear or threat (whether actual or perceived) of a **communicable disease** provided the **communicable disease** is:
  - a. a 'listed human disease' under, or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared under, the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation; or
  - b. any disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC).

See also the 'General Exclusions'.

## Conditions

### 1. Medical Certificates

The injured **voluntary worker** will need to supply **us** with any certificates, reports or other evidence that **we** may reasonably require. **We** will only accept an initial certificate from a registered **medical practitioner**. **We** will accept further certificates for ongoing incapacity from a registered **medical practitioner** or from a registered physiotherapist, registered chiropractor or registered osteopath, if the certification is appropriate to the **voluntary worker's injury**.

### 2. Medical Treatment and Examination

In the event of a claim under this section, **we** may reasonably request the injured **voluntary worker** to have a medical examination. **We** may request a post-mortem examination in the event of **death**. **We** will pay for these examinations.

See also the 'General Conditions'.

## Claims Procedures

See the 'General Claims Procedures'.

# SECTION 8 – GOVERNMENT AUDIT COSTS

## Definitions Applicable to this Section

The words defined below have a special meaning and apply to the cover provided under this section of the **policy**. Where they appear in this section, they are shown in bold. The singular shall include the plural and vice versa.

**Audit** means an investigation of **your** financial affairs or an investigation or enquiry of **your** compliance with record keeping requirements by a state, territory or Commonwealth department, statutory body, agency or the Australian Taxation Office in relation to **your business** activities.

**Audit Costs** means fees, charges and disbursements of an **auditor** engaged by **you**, and approved by **us**, for work undertaken in connection with an **audit** or investigation.

**Auditor** means a person authorised under state, territory or Commonwealth legislation to carry out an investigation or **audit** of **your** financial affairs.

**Business** means the ownership of **your insured property** or any other activity **we** have agreed to include in writing.

See also the 'General Definitions' for defined terms not included above.

## What You are Covered For

We will pay **you** for the reasonable and necessary **audit costs you** incur up to the completion of an **audit** first notified to **you** or a person acting on **your** behalf during the **period of insurance**.

We will only pay:

1. if **you** have obtained **our written consent** prior to the **audit costs** being incurred; and
2. **you** notify **us** of the **audit** during the **period of insurance** or as soon as reasonably possible thereafter.

The most **we** will pay in the aggregate for all claims notified to **us** in the **period of insurance** (including such claims notified to **us** in the **period of insurance** but not finalised until a subsequent **period of insurance**) is the **sum insured** shown on your **schedule** for this section.

## Exclusions

We will not pay claims in respect of, arising out of, or relating to:

1. a return of income that has not been prepared or reviewed prior to dispatch by an accountant or registered tax agent. This exclusion does not apply to a return that is in respect of income derived from a contract of employment or service between **you** and a third party (not being income from a company employing **you** where **you** are a director of such company or have a financial interest in that company);

2. any **audit** that results from **you**, or any person acting on **your** behalf, becoming aware of any error or deficiency in any information, and choosing not to notify the Australian Taxation Office, Commonwealth, state or territory department, statutory body or agency;
3. any fraudulent act or fraudulent omission committed by **you**, or on **your** behalf, or any statement made by **you**, or on **your** behalf that is false or misleading;
4. any improper, unwarranted or unjustified refusal or failure to comply with any request made by or on behalf of the Australian Taxation Office, Commonwealth, state or territory department, statutory body or agency, under sections 263, 264 or any other relevant section of the Income Tax Assessment Act 1936 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation, including delegated legislation, or any other notice under any other relevant legislation;
5. any outside accountant or registered tax agent or any other outside professional person or consultant engaged by or replacing the accountant or registered tax agent engaged by **you**, unless **we** have given **our written consent** to the appointment of such person or consultant;
6. any subsequent objection lodged with the Australian Taxation Office, Commonwealth, state or territory department, statutory body or agency, the Administrative Appeals Tribunal, or the Federal or High Courts in respect of the **audit**;
7. **audit costs** incurred after the **audit** has been completed;
8. **audit costs** incurred as a result of **your** delay in responding to the Australian Taxation Office, Commonwealth, state or territory department, statutory body or agency;
9. **audits** or investigations, notice of which or information as to their likely conduct was received by **you** or by any person acting on **your** behalf prior to the **period of insurance**;
10. inquiries from the Australian Taxation Office, Commonwealth, state or territory department, statutory body or agency that are not related to an identified intention to conduct an **audit** or are not directed at obtaining information or data in respect of a likely future **audit**;
11. the imposition of or the seeking to impose any tax, penalty tax, costs, interest or any fine;
12. **your** failure to pay all taxes by due date or within any extension of time granted by the Australian Taxation Office, Commonwealth, state or territory department, statutory body or agency; or
13. fines and penalties incurred by **your** failure to lodge documents in relation to an **audit** within the required timeframe, or in accordance with the **audit** requirements.

See also the 'General Exclusions'.

## Conditions

**You** must comply with the conditions noted below otherwise **we** may refuse **your** claim or reduce the amount **we** pay for a claim under this section. The course of action **we** take when **you** fail to comply will be considered in each circumstance based on what impact or effect **your** failure caused or contributed to the claim or **our** decision to issue **your policy**:

1. all taxation and other returns must be submitted within the time limits prescribed by all relevant statutes and legislation;

2. all taxes must be paid by the due date or within any extension granted;
3. **you** must make full and complete disclosure of all assessable income (including capital gains) as required by any relevant legislation.

See also the 'General Conditions'.

## Claims Procedures

In the event of a claim arising under this section:

1. **we** or **our** duly appointed agent may conduct **our** own investigation into any matter that is or may be the subject of a claim under this section;
2. **you** must provide all reasonable assistance with any matter that **we** wish to pursue directly with the Australian Taxation Office, Commonwealth, state or territory department, statutory body or agency and must provide all reasonable assistance in procuring the cooperation of all accountants, registered tax agents or lawyers engaged by **you** in this regard;
3. **you** must keep **us** fully informed of all material developments in relation to any investigation or **audit**; and
4. **you** must take all steps necessary and reasonable to minimise any delays and the amount of any costs incurred, or likely to be incurred, in connection with any **audit**.

See also the 'General Claims Procedures'.



# SECTION 9 – LEGAL EXPENSES

## Definitions Applicable to this Section

The words defined below have a special meaning and apply to the cover provided under this section of the **policy**. Where they appear in this section, they are shown in bold. The singular shall include the plural and vice versa.

**Claim** means:

- a. written or verbal advice of the intention to instigate legal proceedings, or seek compensation or damages or seek non-monetary relief; or
- b. a civil proceeding initiated by the serving of a complaint, summons, statement of claim or demand or similar pleading against **you**; or
- c. a criminal proceeding commenced by a summons or charge against **you**;  
in Australia.

**Legal Expenses** means legal fees, costs, expenses and disbursements reasonably and necessarily incurred in connection with a **claim**.

See also the 'General Definitions' for defined terms not included above.

## What You are Covered For

We will pay **legal expenses you** incur in defence of a **claim**.

We will only pay:

1. for **legal expenses** arising out of a **claim** which occurred during the **period of insurance** and was notified to **us** during the **period of insurance** or as soon as reasonably possible thereafter; and
2. when a **claim** is made or brought against **you**:
  - a. in respect of owning, operating and managing the **buildings** insured under Section 1 – Buildings and Common Contents; or
  - b. under any consumer protection legislation; or
  - c. about a dispute in respect of:
    - i. terms and conditions of employment; or
    - ii. discrimination legislation with a current, past or prospective employee; and
3. where **you** obtain **our written consent** and are able to satisfy **us** that:
  - a. there are good prospects of successfully defending the **claim** brought against **you**; and
  - b. the costs and expenses are reasonable and necessary; and
4. where **you** notify **us** as soon as reasonably possible once **you** are advised of or become aware of a **claim** or any circumstances that could give rise to a **claim**.

We will not unreasonably withhold **our written consent**. The most **we** will pay for all **claims** and appeals notified during the **period of insurance** (including any such **claims** and appeals notified but not finalised until a subsequent period of insurance) is the **sum insured** shown on **your schedule** for this section. **You** should seek **our** agreement before incurring any out-of-pocket expenses to ensure **you** will be able to claim those costs back on **your policy**. If **you** do not obtain **our** agreement first, **we** will only pay reasonable costs up to the amount **we** would have agreed to pay had **you** obtained **our** prior agreement.

## Extensions of Cover

### 1. Continuous Cover

We agree to accept notification of any **claim** during the **period of insurance** that should or could have been notified to **us** in a previous period of insurance provided:

- a. **we** have continuously been the Legal Expenses insurer since the time when the notification should have been given, and the time the notification is given; and
- b. the sum insured, policy terms, conditions and exclusions will be those applicable to **your** Legal Expenses policy current when the notification of **claim** should have or could have been made.

### 2. Appeal Proceedings

If **you** are not successful in defending legal proceedings brought against **you**, **we** will only pay for one appeal. **You** must advise **us** in writing of **your** intention to appeal. This advice must be provided to **us** as soon as reasonably possible and at least 7 days before the time for making an appeal expires. **We** will only agree to the appeal if **we** consider that there are good prospects of the appeal being successful.

## Exclusions

We will not pay **claims** directly or indirectly arising from:

1. a conflict of **your** duty or a conflict of **your** interest;
2. any matter arising out of any insurance cover required by legislation;
3. any matter where **legal expenses** cover is separately available to **you** within this **policy** or would have been available but for the operation of any clause limiting or excluding cover, even if **you** do not take that cover;
4. any proceedings brought by **us**;
5. anything which arises from a deliberate act including a deliberate act of fraud or dishonesty that **you** or anyone acting for **you** did;
6. costs and expenses that **you** have not sought **our written consent** prior to them being incurred;
7. defending legal proceedings without obtaining **our** prior **written consent** or in a different way from that advised to **your authorised legal representative**;
8. penalties, fines, compensation or awards of aggravated, exemplary or punitive damages made against **you**, other than legal costs and expenses;
9. proceedings brought by **you** or on **your** behalf;
10. proceedings, or any other circumstances which may lead to a **claim**, of which **you** were aware before **you** first effected this **policy**; or

11. proceedings or any other circumstances which may lead to a **claim** that **you** have not advised **us** of as soon as reasonably possible.

See also the 'General Exclusions'.

## Conditions

See the 'General Conditions'.

## Claims Procedures

See the 'General Claims Procedures'.

# SECTION 10 – WORKPLACE, HEALTH AND SAFETY BREACHES

## Definitions Applicable to this Section

The words defined below have a special meaning and apply to the cover provided under this section of the **policy**. Where they appear in this section, they are shown in bold. The singular shall include the plural and vice versa.

**Legal Expenses** means legal fees, costs, expenses and disbursements reasonably and necessarily incurred by **you** in connection with a **workplace proceeding**.

**Workplace Proceeding** means:

- a. an appeal against an imposition of an improvement or prohibition notice under any workplace, occupational health and safety or similar legislation; or
- b. an appeal against a determination by a court or tribunal made under any workplace, occupational health and safety or similar legislation;

in Australia.

See also the 'General Definitions' for defined terms not included above.

## What You are Covered For

We will pay **legal expenses** in relation to a **workplace proceeding** which occurred during the **period of insurance**.

We will only pay:

1. if the imposition of an improvement or prohibition notice or determination arises from **your** failure to provide and maintain so far as is reasonable:
  - a. a safe working environment and a safe system of work;
  - b. plant and equipment in a safe condition; or
  - c. adequate facilities for the welfare of **your** employees; and
2. if **you** have obtained **our written consent**. **We** will only agree to the appeal if **we** consider that there are good prospects of the appeal being successful;
3. when such improvement or prohibition notice or determination was first made or first brought against **you** during the **period of insurance**; and
4. if **you** notify **us** of any improvement or prohibition notice or determination by any court or tribunal during the **period of insurance** or as soon as reasonably possible thereafter.

The most **we** will pay for any one claim and in the aggregate in any one **period of insurance** is the **sum insured** shown on **your schedule** for this section.

## Extensions of Cover

### 1. Continuous Cover

We agree to accept notification of any claim during the **period of insurance** that should or could have been notified to **us** in a previous period of insurance, provided:

- a. **we** have continuously been the Workplace Health and Safety Breaches **insurer** since the time when the notification should have been given, and the time the notification is given; and
- b. the sum insured, policy terms, conditions and exclusions will be those applicable to **your** Workplace Health and Safety Breaches policy current when the notification of claim should have or could have been made.

## Exclusions

We will not pay claims directly or indirectly arising from:

1. any matter where insurance cover is separately available to **you** within this **policy**, or would have been available but for the operation of any clause limiting or excluding cover even if **you** do not take that cover;
2. anything which arises from a deliberate act including a deliberate act of fraud or dishonesty that **you** or anyone acting for **you** did;
3. improvement or prohibition notices or proceedings or any other circumstances which may lead to a proceeding, of which **you** were aware before **you** first effected this insurance;
4. improvement or prohibition notices or proceedings that **you** have not advised **us** of as soon as reasonably possible; or
5. penalties, fines, compensation, or awards for aggravated, exemplary or punitive damages made against **you**, other than **legal expenses**.

See also the 'General Exclusions'.

## Conditions

See the 'General Conditions'.

## Claims Procedures

See the 'General Claims Procedures'.

# SECTION 11 – MACHINERY BREAKDOWN

## Definitions Applicable to this Section

The words defined below have a special meaning and apply to the cover provided under this section of the **policy**. Where they appear in this section, they are shown in bold. The singular shall include the plural and vice versa.

**Breakdown** means sudden and unforeseen **damage** to **machinery** which requires repair or replacement to enable normal working to continue.

**Collapse** means sudden and unforeseen **damage**, distortion, bending, or crushing, of any part of **pressure equipment** caused by force of steam, gas or fluid pressure or vacuum, including **damage** caused by overheating resulting from insufficiency of water.

**Explosion** means sudden and unforeseen **damage** caused by violent rending of the permanent structure of the **pressure equipment** by force of internal steam, gas or fluid pressure (including pressure of ignited flue gases) causing displacement of any part of the **pressure equipment** together with forcible ejection of its contents.

**Machinery** means the electric, electronic, mechanical or hydraulic machinery, or **pressure equipment** belonging to **you**, but does not include:

1. any **mobile machinery**, vessel, craft or thing made or intended to fly, float or travel, or stored in or mounted upon such **mobile machinery**, vessel, craft or thing, gaming, gambling, amusement, vending machinery, audio or visual entertainment equipment; machinery hired by **you**;
2. calculators, photocopiers, typewriters, mobile phones, pagers, computers and other office machinery; or
3. telecommunication transmitting and receiving equipment including but not limited to intercom equipment, wiring, fittings and outlet sockets of electric lighting or electric power circuits.

**Mobile Machinery** means any mechanically operated or driven machine on wheels or self-laid tracks.

**Pressure Equipment** means those parts of the permanent structure of a boiler, pressure vessel, economiser and superheater and attaching pipe systems which are subject to steam, gas or fluid pressure or vacuum, all belonging to **you**.

See also the 'General Definitions' for defined terms not included above.

## What You are Covered For

We will cover the **machinery** shown on **your schedule** whilst at **your situation** against **breakdown**, **collapse** or **explosion** during the **period of insurance**.

The most **we** will pay is the **sum insured** specified on **your schedule** for this section.

## Additional Benefits

If we agree to pay a claim under this section, we will also pay:

### Hire of Temporary Machinery and Expediting Costs

If the **sum insured** under this section is not otherwise exhausted, we will pay the reasonable expenses necessarily incurred for:

- a. express freight including overseas airfreight of replacement **machinery** or replacement **machinery** parts;
- b. hiring of substitute **machinery**;
- c. overtime; and
- d. temporary repairs.

We will not be liable for:

- a. airfreight by **aircraft** specifically chartered for the purpose;
- b. **breakdown of machinery** or **explosion** or **collapse of pressure equipment** which has been hired or is on loan to **you** from a third party;
- c. expenses for specialists or consultants to travel to or from Australia; or
- d. overtime charges which exceed 50% of the cost of carrying out the repairs at ordinary rates.

**Our** maximum liability under this additional benefit is 15% of the **sum insured** specified on **your schedule** for this section, up to \$25,000 for any one event.

### Cover for Additional Machinery

Cover is extended to include other **machinery**, delivered and installed, during the **period of insurance** at any of the **situations** described in the **schedule**, excluding items not owned by **you**.

This additional benefit is subject to the following conditions:

- a. such additions must be of similar type and class of **machinery** as described in this section of the **policy**; and
- b. such additions must be free from known defects and comply with all applicable statutory requirements.

Cover will not attach until such additions have become your responsibility and have been successfully commissioned and operated for not less than 8 hours in total. Provided:

- a. the **sum insured** and **excesses** will remain the same for such additions;
- b. **you** notify **us** of such additions in writing as soon as reasonably possible of the commencement of such additions; and
- c. **you** pay the extra premium required by **us** for the inclusion of cover for this additional **machinery**.

## How We Pay Claims

### 1. For Breakdown

In the event of a claim for **breakdown of machinery**, we will, at our option, repair or replace the **damaged** items or pay the cash equivalent of such repair or replacement. We will also pay the cost of liquids or refrigerant gas or insulating oil necessary to complete the repairs.

The amount payable will include the cost of transport, labour and the onsite cost of parts.

If it is necessary to replace parts which are unavailable or obsolete, we will not pay more than the estimated cost of similar parts for similar type of plant currently available. If similar parts are found to be unobtainable, we shall not pay more than the manufacturers or suppliers latest list price.

We will not be responsible for the costs of any alterations, improvements, maintenance or overhauls carried out on the occasion of the repair or replacement.

For each claim, we will reduce the amount we pay you for your claim by the amount of your excess and the value of any salvage retained by you following repair or replacement. The amount of your excess is shown on your schedule.

### 2. For Explosion or Collapse of Pressure Equipment

In the event of a claim for **explosion or collapse of pressure equipment**, we will, at our option, repair or replace the **damaged** items or pay the cash equivalent of such repair or replacement as follows:

- a. in the case of repairable **damage**, we will pay the cost of repairs necessary to restore the **pressure equipment** to its condition immediately before the **explosion or collapse**;
- b. in the case where the **pressure equipment** cannot be repaired at a cost less than the value of a new equivalent unit, we will pay the cost of installing and commissioning replacement **pressure equipment** of equivalent quality and size. If the **pressure equipment** is replaced with one that is of a better kind, quality or size, we will pay the cost that would have been incurred if an exact replacement had been installed;
- c. if the repair or replacement is not affected within 12 months of the **explosion or collapse**, we will only pay the **indemnity value** of the **pressure equipment** immediately prior to the **explosion or collapse**.

The amount payable will include the costs of transport, labour, the onsite cost of parts and airfreight. We will not be responsible for the costs of any alterations, improvements, maintenance or overhauls carried out on the occasion of the repair or replacement.

### 3. Illegal Installations

We will not replace, repair or pay for any illegal installation or alteration of **machinery** of any kind.

### 4. Policy Excess

For each **machinery** claim, we will reduce the amount we pay you for your claim by the amount of your excess. The amount of your excess is shown on your schedule.



## Exclusions

We will not pay for:

1. consequential financial loss or other indirect loss, meaning we will not pay for any direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation;
2. liquidated damages or penalties for delay or detentions or in connection with guarantees of performance or efficiency;
3. repair or replacement necessitated by:
  - a. wasting or wearing out of any parts caused by, or resulting from, ordinary use or working or gradual deterioration or wear and tear;
  - b. rust, corrosion, cavitations, erosion, oxidation, deposits of scale, sludge or other sediment;
  - c. any direct consequences of progressive or continuous influences from working or atmospheric or chemical action, other than accidental contact with acids or other corrosive substances, causing **damage** which manifests itself within 24 hours of such accidental contact; or
  - d. rusting or scratching of painted or polished surfaces;but **we** will be liable for other **damage to machinery or pressure equipment** insured by this **policy**, resulting from such causes;
4. the cost of removal of **machinery** from a borehole and subsequent replacement;
5. **machinery** and **pressure equipment** that has not been commissioned, or if commissioned, has operated continuously for a period of less than 8 hours; or
6. the cost of converting refrigeration, chillers or air conditioning units from the use of CFC (chlorofluorocarbon) refrigeration gas to any other type of refrigerated gas.

## Machinery

In respect of **machinery**:

1. **we** will not pay for **damage** arising directly or indirectly from:
  - a. testing and commissioning, intentional overloading or experiments;
  - b. faults or defects known to **you** or any employee whose knowledge in law would be deemed to be **yours** and not disclosed to **us** at the time this insurance was arranged;
  - c. any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the property other than for the purpose of lifting the insured **machinery** or item;
  - d. loss of liquid or refrigerant gas resulting from leakage of glands, seals, shaft seals, gaskets, joints or from fatigue fractured pipes;
  - e. the cost of any modification or replacement to insured **machinery** due to legal requirement relating to the use of ozone-depleting refrigerant gases. This exclusion applies regardless of whether **damage** has occurred;
  - f. **damage** which is claimable under any maintenance or warranty agreement between **you** and any supplier, manufacturer, repairer or any other person with which **you** hold such agreement;

- g. any loss which would be claimable under Section 1 – Buildings and Common Contents, Section 2 – Glass or Section 3 – Theft of the **policy** if it was operative or would have been covered under these sections except for the operation of an **excess** applying to these sections;
  - h. erosion, earth movement, **flood**, the action of the sea, tidal wave, high water or high tide;
2. **we** will not pay for **damage** caused to:
- a. bits, drills, knives, saw blades, heating elements, fuses, electronic glass bulbs, lamps, valves, valve plates, x-ray tubes and tubes, commutators, slip rings, conducting brushes, thermal expansion (tx) valves, thermostats, protective and controlling devices, over-loads, pressure switches, bearings, filters, dryers, magnetron units, contacts which spark or arc;
  - b. dyes, moulds, patterns, blocks, stamps, punches;
  - c. coating or engraving on cylinders and rolls;
  - d. crushing, hammering or grinding surfaces, wear plates, screens, tyres, batteries, burner jets or other parts which by their use and nature suffer a high rate of wear, tear or gradual deterioration;
  - e. sieves, seals, shaft seals, joints, gaskets or seams, packing materials, filters, ropes, chains, belts, cables (other than electrical conductors), brushes, refractory materials, fire bars, unless as a result of **breakdown**;
  - f. fuels, chemicals, filter substances, heat transfer media, cleansing agents, lubricants, oils, catalysts or other operating materials unless as a result of **breakdown**;
  - g. materials in the course of or undergoing processing; or
  - h. foundations and masonry, unless as a result of **breakdown**.

## Pressure Equipment

In respect of **pressure equipment**:

1. **we** will not pay for **damage** caused by:
- a. wasting or wearing away whether by leakage, corrosion or by the action of the fuel or otherwise;
  - b. slowly developing deformation or distortion; or
  - c. cracks, fractures, blisters, lamination separation, flaws or grooving which have not penetrated the entire thickness of the material, although repair or replacement may be necessary at some time in the future.

However exclusions a., b. and c. above will not apply to **damage** caused by subsequent **explosion** or **collapse**.

2. **we** will not pay for **damage** caused by **explosion** or **collapse** of any **pressure equipment** if at the time of such **explosion** or **collapse**:
- a. the pressure on the pressure limiting device(s) on the particular **pressure equipment** was in excess of that permitted in the applicable Australian Standards, codes and laws, and that non compliance caused or contributed to the **damage**; or
  - b. any pressure limiting device(s) was removed or rendered inoperative.

3. we will not pay for **damage to pressure equipment**:

- a. where such equipment is operated in an unsafe condition, and that operation caused or contributed to the **damage**; or
- b. where such equipment does not comply with relevant Australian Standards, codes or laws, and that non compliance caused or contributed to the **damage**; or
- c. where such equipment has not been inspected in accordance with Australian Standard AS3788 as amended, and any other applicable Australian Standards, codes or laws, and that non compliance caused or contributed to the **damage**.

See also the 'General Exclusions'.

## Conditions

See the 'General Conditions'.

## Claims Procedures

See the 'General Claims Procedures'.

# SECTION 12 – LOT OWNER’S IMPROVEMENTS

## Definitions Applicable to this Section

The words defined below have a special meaning and apply to the cover provided under this section of the **policy**. Where they appear in this section, they are shown in bold. The singular shall include the plural and vice versa.

**Damage** means any accidental physical loss or destruction.

**Lot Owner’s Improvements** means:

1. any **new fixtures** installed by a **unit owner**; or
  2. any upgrade made by a **unit owner** to an existing fixture that results in its replacement value being more than its replacement value immediately prior to the improvement;
- being for the **unit owner’s** exclusive use and permanently attached to or fixed to **your insured property** so as to become legally part of it.

**New Fixture** means an item or structure that is installed within a **unit owner’s** lot that is not a replacement of an existing item or structure.

See also the ‘General Definitions’ for defined terms not included above.

## What You are Covered For

We will cover **you** for any **damage** to **lot owner’s improvements** occurring during the **period of insurance** and not excluded by this section.

The most **we** will pay is the **sum insured** shown on **your schedule** for this section.

## How We Pay Claims

We will only pay under this section when the **sum insured** under ‘Section 1 – Buildings and Common Contents’ of the **policy** has been totally exhausted.

## Cash Settlement

If **your** claim arises as a result of a total loss that is claimed for under ‘Section 1 – Buildings and Common Contents’, and **we** agree to a cash settlement of that claim, the amount payable under this section will be paid to the **unit owner**.

Section 12 is subject to the terms of settlement in the ‘How We Pay Claims’ section of Section 1 – Buildings and Common Contents. However, any reference to a **‘sum insured’** in Section 1 – Buildings and Common Contents will be read as a reference to the **sum insured on your schedule** for this section, and subject to any definitions in this section applying if there is a conflict.

## **Exclusions**

Section 12 is subject to the same exclusions in the 'Exclusions' section of Section 1 – Buildings and Common Contents (subject to any definitions in this section applying if there is a conflict) and the 'General Exclusions'.

## **Conditions**

See the 'General Conditions'.

## **Claims Procedures**

See the 'General Claims Procedures'.

# GENERAL EXCLUSIONS

Any cover we provide is subject to the following exclusions. We will not be liable:

## 1. War

for any loss, **damage**, destruction, benefit, compensation, legal liability or any other loss, cost, fees, charges or expenses of whatsoever kind directly or indirectly arising from:

- a. war, invasion, acts of foreign enemies, hostilities (whether war be declared on not), civil war;
- b. insurrection, rebellion, revolution, military or usurped power;
- c. expropriation, confiscation, or nationalisation or requisition or destruction of or **damage** to property by or under the order of any government or public local authority; or
- d. lawful confiscation, nationalisation, requisition or destruction of **your** property.

## 2. Terrorism

for any loss, **damage**, destruction, benefit, compensation, legal liability or any other loss, costs, fees, charges or expenses of whatsoever kind directly or indirectly arising from, caused by, contributed to by, resulting from or in connection with:

- a. an act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- b. any action taken to control, prevent, suppress, retaliate against, or respond to an act of terrorism.

This exclusion will not apply if the **sum insured** as shown on **your schedule** for the **buildings** and **common contents** is less than \$50,000,000.

## 3. Cyber and electronic data

for any loss, **damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a. any **cyber act**, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act**;
- b. any **cyber incident**, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber incident** unless any **damage** to **insured property** and any **time element loss** are the direct result of a **cyber incident**, which has not been directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **cyber act**, and such **damage** is directly caused by the following perils if otherwise covered under **your policy**:
  - i. theft, burglary or forcible entry;
  - ii. **storm**, windstorm, hail, tornado, cyclone, hurricane;
  - iii. fire, lightning or explosion;
  - iv. earthquake, volcanic eruption or tsunami;
  - v. **flood**, freeze or weight of snow;
  - vi. **aircraft** impact or **vehicle** impact or falling objects;

- vii. water damage;
  - viii. a change in temperature affecting refrigerated goods; or
  - ix. machinery or electronic breakdown, including collapse or explosion of pressure equipment; or
- c. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **electronic data**, including any amount pertaining to the value of such **electronic data**.

Provided however should **data processing media** owned or operated by **you** suffer **damage** insured by the **policy**, then this **policy** will cover the cost to repair or replace the **data processing media** itself plus the costs of copying the **electronic data** from back up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **electronic data**. If such **data processing media** is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **data processing media**. However, this **policy** excludes any amount pertaining to the value of such **electronic data**, to **you** or any other party, even if such **electronic data** cannot be recreated, gathered or assembled.

This exclusion does not apply to Section 4 – Liability, Section 5 – Fidelity Guarantee or Section 6 – Office Bearers’ Liability.

#### 4. Intentional acts and known circumstances

for any loss, **damage**, destruction, benefit, compensation, legal liability or any other loss, costs, fees, charges or expenses of whatsoever kind arising directly or indirectly from:

- a. any deliberate or intentional act or omission by **you** or by any person acting with **your** express or implied consent unless for the purposes for preventing or eliminating danger to **insured property** or persons; or
- b. circumstances which, prior to the **period of insurance**:
  - i. **you** disclosed to, or notified to, any insurer; or
  - ii. **you** were aware of, or a reasonable person in **your** position ought to have been aware of; and
  - iii. **you** knew, or a reasonable person in **your** position ought to have known, to be circumstances which may give rise to a claim or an occurrence.

#### 5. Communicable disease

for any actual or alleged loss, **damage**, liability, claim, cost, expense or any other amounts of whatsoever nature directly or indirectly caused by, arising from, contributed to by, resulting from, or otherwise in connection with:

- a. disease;
- b. a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**;
- c. any **time element loss** that is directly caused by any competent public authority closing or evacuating the **situation** as a result of the outbreak and presence of any of the following human diseases at the **situation**, to the extent that such **time element loss** is covered by the **policy**:

- i. any disease determined to be a 'listed human disease' under, or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared under, the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
- ii. any disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC);
- iii. Highly Pathogenic Avian Influenza (HPAI) in humans;
- iv. influenza with pandemic or epidemic potential; or
- v. any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for such diseases, conditions or circumstances described in this exclusion.

Provided that this exclusion will not apply to **damage to your insured property** under Section 1 – Buildings and Common Contents caused by the following perils if covered under the **policy**:

fire, lightning, thunderbolt, **aircraft** or other aerial devices or articles dropped therefrom, earthquake, tsunami, subterranean fire, volcanic eruption, **storm**, tempest, rainwater, snow, sleet, wind, hail, water, liquids or substances discharged, overflowing or leaking from fixed apparatus, fixed appliances, fixed pipes or other systems, riots, civil commotions, strikes or locked out workers or persons taking part in labour disturbances, explosion, impact by **vehicles**, animals or trees or branches of trees, communication masts, towers, antennae, satellite dishes, **watercraft**, meteorites.

This exclusion does not apply to the Section 1 – Buildings and Common Contents additional benefit 'Infectious or Contagious Disease, Murder and/or Suicide' but only in respect of any **human infectious** or **contagious disease** not otherwise excluded by sub-clauses i. ii, iii. (as it relates to any pandemic or epidemic above).

This exclusion does not apply to Section 4 – Liability, Section 5 – Fidelity Guarantee, Section 6 – Office Bearers' Liability or Section 7 – Voluntary Workers.

## 6. Sanctions

to pay any claim or provide any benefit under this **policy** (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose **us** to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

## 7. Nuclear

for any loss, **damage**, destruction, benefit, compensation, legal liability or any other loss, cost, fees, changes or expenses of whatever kind directly or indirectly arising from;

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;



- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d. the radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter. This exclusion in sub clause 7.d does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or their similar peaceful purposes;
- e. any chemical, biological, bio-chemical, or electromagnetic weapon.

## 8. Asbestos

any:

- a. liability, loss or losses arising directly or indirectly out of, or in any way connected with asbestos, in whatever form or quantity;
- b. diminution on value or loss of use of any property arising directly or indirectly out of, or in any way connected with asbestos in whatever form or quantity;
- c. cost, expenses, loss or losses (including legal costs and expenses) arising directly or indirectly out of, or in any way connected with investigating, testing, monitoring, containing, removing, nullifying, or cleaning up, transportation, storage, disposal of asbestos or property, goods or products containing or contaminated by the asbestos of the cost of preventing the release or escape of asbestos in whatever form or quantity.

# GENERAL CONDITIONS

Our liability to pay a claim under the **policy** is subject to compliance with the following conditions. The course of action **we** take when **you** fail to comply will be considered in each circumstance based on what impact or effect your failure caused or contributed to the claim or **our** decision to issue **your policy**.

## Reinstatement of Sum Insured

Unless otherwise specified, **we** will automatically reinstate the **sum insured** and/or additional benefits for a section to the amount shown in the **policy** and as shown on **your schedule** following a claim. This does not apply:

1. to Section 6 – Office Bearers’ Liability, Section 8 – Government Audit Costs and Section 9 – Legal Expenses; or
2. when **your** claim is for a total loss; or
3. **we** have paid the total **sum insured** as **your** cover will end then.

## Cross Liability

This clause applies to all sections of the **policy**, except for Section 6 – Office Bearers’ Liability, where there is more than one party named in the **schedule** as an **insured**, **we** will treat each as a separate and distinct party.

The words **you**, **your** and **yours** will apply to each party in the same manner as if a separate **policy** has been issued to each party, however, **our** liability for any **sum insured** or **policy** limit is not increased thereby.

## Severability

Any act, breach or non-compliance with the terms and conditions of the **policy** committed by any party named in the **schedule** as an **insured**, will not prejudice the rights of the remaining party named in the **schedule**, provided that the remaining party shall, within a reasonable time after becoming aware of any act, breach or non-compliance whereby the risk of **damage**, loss or liability has increased, give notice in writing to **us** of the act, breach or non-compliance.

## Notification of Changes in the Risk

**You** must advise **us** as soon as reasonably possible in writing of:

1. all changes in occupation or circumstances relating to **your insured property** and other property insured under the **policy**;
2. any change in information or details **you** have given **us** in relation to **your insured property** and other property insured under the **policy**; and
3. any change that increases the risk of **damage** or personal injury at **your insured property** or by other property insured under the **policy**.

If **you** do not provide such notification before the happening of an occurrence giving rise to a claim under the **policy** then, subject to the Insurance Contracts Act 1984 (Cth), **we** may refuse to pay a claim, either in whole or in part. The course of action **we** take when **you** fail to provide such notification will be considered in each circumstance based on what impact or effect **your** failure caused or contributed to the claim or **our** decision to issue **your policy**.

## Reasonable Precautions

**You** must take all reasonable care and exercise all necessary steps to:

1. maintain **your insured property** and other property insured under the **policy** in a good state of repair to prevent anything which could result in a claim under the **policy**; and
2. prevent **damage** to other people's property or personal injury to other people and comply (and use reasonable endeavours to ensure that **your** employees, servants and agents comply) with all relevant statutory obligations and bylaws or regulations imposed for the safety of property or persons.

## Inspections

**We** (or agents appointed by **us**) have the right to inspect and examine, by mutual appointment, any **property insured** under the policy at any reasonable time and place.

Any such inspection shall not amount to a representation as to ownership, fitness for purpose, safety or compliance with any law or regulation.

## Sprinkler Installations

It is a condition of the **policy** that, in regard to any property, being property insured in which an automatic sprinkler system is installed and which is owned by **you**, or where **you** are responsible for the operation or maintenance of the automatic sprinkler system, **you** shall:

- a. ensure that the property is protected as required by law by an approved installation of automatic sprinklers, automatic external alarm signal and automatic alarm signal connected with a fire brigade station or other legally approved monitoring organisation;
- b. exercise due diligence to ensure that any system and alarm signal are at all times maintained in good working order;
- c. ensure that such system will be regularly maintained in accordance with Australian Standard AS1851 (Part 3); and
- d. notify **us**, in writing and as soon as reasonably practicable, of any alterations or additions to the automatic sprinkler installation.

**We** may reduce the amount **we** pay for a claim to the extent that **your** failure to comply with these conditions caused or contributed to the loss.

See also 'Conditions' in each section of the **policy**.

# GENERAL CLAIMS PROCEDURES

Our liability to pay a claim under the **policy** is subject to compliance with the following procedures. The course of action **we** take when **you** fail to comply will be considered in each circumstance based on what impact or effect **your** failure caused or contributed to the claim or **our** decision to issue **your policy**.

## When You Suffer Damage or Loss or a Claim is Made Against You

**You** must:

1. take reasonable steps to minimise and/or stop any further loss or **damage** from occurring;
2. advise the nearest police station if **your** property is lost, stolen, vandalised or maliciously **damaged**. **We** may ask **you** to give **us** a written report from the police. Where the police are unable to assist **you** please contact **us** to discuss alternatives;
3. keep the property that has been **damaged** so **we** can inspect it at any reasonable time and place, provided it is reasonable and safe to do so;
4. not repair or replace any damaged property without our consent except for emergency repairs we have agreed to pay under Section 1 – Buildings and Common Contents additional benefit 'Emergency Costs to Minimise Losses';
5. cease the continued use of damaged property, until such property is repaired to our satisfaction;
6. use best endeavours to preserve any damaged or defective appliances, plant or things which might prove necessary or useful by way of evidence in connection with any claim;
7. allow us to access your property for inspections conducted by us, assessors or repairers at any reasonable time and place;
8. allow us to obtain information from your property manager, strata manager, accountant, registered tax agent, lawyer, legal representative, employees, person or organisation engaged by you, and/or any repairer to assist us in managing your claim; and
9. at your own expense, provide **us** with records, invoices, and other documents, information, explanations and other evidence together with statutory declarations, as **we** may reasonably require for the purpose of investigating or verifying a claim under the **policy**. **We** will only request information relevant to handling **your** claim and will explain why the information, documents and cooperation is required.

**You** must not:

1. admit any liability or settle any claims without **our** consent (not to be unreasonably withheld); or
2. authorise repairs to, or arrange replacement of, any of the **insured property** or other property insured under the **policy** relevant to the claim or incur any cost or expense for a claim without **our** consent unless by not authorising the repairs, the safety of people is put at risk.

**We** reserve the right to:

1. take over and conduct in **your** name the settlement of any claim or legal proceeding or appeal. **We** will act reasonably in exercising **our** discretion to take over conduct of legal proceedings, in the conduct of any legal proceedings and/or in the settlement of any claim. **We** will keep **you** reasonably informed and updated with the progress of proceedings;
2. refuse to use the **authorised legal representative you** propose without providing any reason subject to **our** obligation to act with the utmost good faith;
3. instruct **you** to terminate the services of the **authorised legal representative** if **we** consider it is in **your** interest to do so;
4. appeal any decision if **you** are not successful in defending legal proceedings brought against **you**; and
5. instruct **you** to take reasonable steps to minimise further loss or **damage** from occurring.

## Notification of Claims

**We** depend upon **your** co-operation. This means when something happens that **you** believe **you** can claim for, or something occurs that may result in a claim, **you** must:

1. complete any forms as requested by **us**;
2. advise **us** as soon as reasonably possible on receipt of any intention to make a claim against **you**;
3. advise **us** as soon as reasonably possible in writing of any circumstance or event which may result in a claim being made against **you**;
4. make **your** claim as soon as reasonably possible after **you** suffer a loss. If **you** do not make it within 30 days of the date of loss, **we** may reduce what **we** pay **you** by an amount which represents any disadvantage **we** suffer by the delay;
5. send **us** all documents, accounts, communications, writ or summons relating to **your** claim within 72 hours of receiving them;
6. provide to the **authorised legal representative** all assistance they require and all required materials available to **you**; and
7. advise **us** as soon as reasonably possible of any impending prosecution or inquest.

## Offer to Settle

**You** must advise **us** of any offer to settle a proceeding. **We** may not pay any additional legal costs and expenses incurred as a result of **you** not agreeing to a reasonable settlement. When the **authorised legal representative** recommends settlement of a proceeding and **you** wish to continue with the proceeding, **we** will only pay **your** additional legal costs and expenses and additional final settlement amount that would not have been applied had **you** followed the recommendation to settle the proceeding.

## Refusal of Recommendations

If against **our** recommendations **you** elect to continue any legal proceedings, **our** liability will not exceed the liability for which the claim could have been settled for up to that date.

## Delays

If **you**, the **unit owner** or anyone acting on **your** or the **unit owners** behalf cause delays preventing **us** from commencing and completing reinstatement or replacement of **your insured property** or other property insured under the **policy**, **we** will not pay for any extra costs that result from that delay.

## Acts or Omissions of Your Strata Manager

**We** will not deny liability for a claim, or reduce the amount thereof, if **our** right of denial or reduction is solely caused by an act, error or omission of **your** duly appointed **strata manager** while acting on **your** behalf and **you** have not directly authorised the act, error or omission.

## Recovery Action

If **you** and/or the **unit owner**, have the right of recovery against someone else for a claim that **we** have accepted under the **policy**, **you** and/or the **unit owner** give **us** **your** and/or the **unit owner's** rights to pursue that recovery. **You** and/or the **unit owner** also give **us** your and/or the **unit owner's** rights to conduct, defend or settle any legal action and to act in **your** and/or the **unit owner's** name. **We** will act reasonably in exercising **our** discretion in the conduct of any legal proceedings and in the settlement of any claim while **we** conduct any recovery action.

**You** and/or the **unit owner** must not do anything unreasonable that prevents **us** from doing this, or unreasonably prejudice **our** rights or settle any claim without **our** consent and **you** and/or the **unit owner** must give **us** the information and cooperation that **we** reasonably require in connection with the conduct of proceedings. **We** will only request information relevant to handling **your** claim and will explain why the information, documents and cooperation is required. **We** will keep **you** reasonably informed and updated with the progress of proceedings.

## Other Insurances

If loss, **damage** or an event occurs that results in a claim being lodged under the **policy**, **you** must notify **us** of any other insurance that covers the same loss, **damage** or event. **We** have the right to seek contribution from the other insurer.

## Repairs or Replacement

**We** will agree with **you** the supplier or repairer to be used. If **we** cannot agree and if **you** choose **your** own repairer or supplier the most **we** will pay is the reasonable cost of repair or supply. A number of factors will be relevant in working out what is the reasonable cost of a repair, including the repair being consistent with the incident description, the pricing and nature of repair parts, and services rendered being consistent with industry standards.

Where reasonably possible **you** will allow **us** to:

1. inspect any **damaged** item or **insured property** at any reasonable time and place; and
2. take possession of any **damaged** item of **insured property**.

## Salvage Value

If **we** have paid a claim for **damage**, or replaced items which have been recovered, **we** are entitled to any salvage value.

## Claims Preparation Costs

**We** will pay the reasonable costs **you** necessarily incur for the preparation of a claim under the **policy**. **We** will only pay these costs when **you** have obtained **our written consent** prior to them being incurred. The most **we** will pay is \$30,000.

**We** will not pay these costs in respect of claims under Section 8 – Government Audit Costs.

## Goods and Services Tax (GST)

Where **we** make a payment under the **policy** for the acquisition of goods, services or other supply, **we** will reduce the amount of the payment by the amount of any input tax credit that **you** are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made. Where **we** have arranged services directly with the builder, repairer, supplier or other service provider, **we** will pay up to the **sum insured** shown on your schedule or other policy limit including GST. Where **we** make a payment under the **policy** as compensation instead of payment for the acquisition of goods, services or other supply, **we** will reduce the amount of the payment by the amount of any input tax credit that **you** would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

With respect to claims under Section 8 – Government Audit Costs see also 'Claims Procedures' in that section of the **policy**.

See also 'Claims Procedures' in each section of the **policy**.

# CLAIMS PAYMENT EXAMPLES

These claim payment examples show **you** how a claim settlement is calculated based upon some practical scenarios. Any claim settlement amount will depend upon the facts of each case and the **policy** cover including any limits or **excesses**. These claims examples are illustrative only and do not form part of the **policy**. It is assumed, for each of the claim scenarios all supporting documentation has been provided and there has been compliance with all claims procedures. All claim examples are for claims within the relevant **sum insured**.

## Scenario 1

### Section 1 – Buildings and Common Contents

- **Damage** occurs to the **buildings** resulting from **storm**.
- **You** claim \$10,000 for **building damage** and \$1,000 for loss of rent.
- The **excess** is \$250 and **you** are GST registered (with a 100% input tax credit).

<b>Repairs to Building Damage – You have paid for the repairs</b>	<b>\$10,000.00</b>
Less GST	\$909.09
Less excess	\$250.00
Building(s) settlement amount	\$ 8,840.91
Plus loss of rent	\$1,000.00
<b>TOTAL SETTLEMENT AMOUNT</b>	<b>\$9,840.91</b>

We will automatically reinstate the **sum insured** for **buildings** under Section 1 – Buildings and Common Contents as there is not total loss and the full **sum insured** has not been exhausted.

## Scenario 2

### Section 1 – Buildings and Common Contents

- Total loss **damage** to **buildings** and **common contents** resulting from fire.
- **You** claim \$10,000,000 for **buildings** and **common contents damage** and \$1,500,000 for loss of rent.
- Repairs are arranged by **us** directly with the builder and **we** will be paying the builder direct.
- The **excess** is \$500 and **you** are GST registered (with a 100% input tax credit).

<b>Total Loss Building and Common Contents</b>	<b>\$10,000,000.00</b>
Amount paid by us to builder (including GST)	\$10,000,000.00
Loss of rent claim	\$1,500,000.00
Less excess	\$500.00
Amount paid to insured for loss of rent	\$1,499,500.00
<b>TOTAL SETTLEMENT AMOUNT</b>	<b>\$11,499,500.00</b>

The **sum insured** for **buildings** and **common contents** is not reinstated as there is a total loss.



## Scenario 3

### Section 1 – Buildings and Common Contents

- **Damage** to **buildings** resulting from **storm**.
- **You** claim \$10,000 for **building damage** and \$1,000 for Loss of Rent.
- The **excess** is \$250 and **you** are not GST registered (with 0% input tax credit).

<b>Repairs to Building Damage – You have paid for the repairs</b>	<b>\$10,000.00</b>
Less GST	\$0.00
Less excess	\$250.00
Building(s) settlement amount	\$9,750.00
Plus loss of rent	\$1,000.00
<b>TOTAL SETTLEMENT AMOUNT</b>	<b>\$10,750.00</b>

We will automatically reinstate the **sum insured** for **buildings** under Section 1 – Buildings and Common Contents as there is not total loss and the full **sum insured** has not been exhausted.

## Scenario 4

### Section 2 – Glass

- Accidental **breakage** of **glass**.
- **You** claim \$4,500 for **glass breakage** and \$500 for Section 1 – Buildings and Common Contents additional benefit ‘Security Guard/Temporary Protection’.
- The **excess** is \$250 and **you** are GST registered (with a 100% input tax credit).

<b>Repairs to Glass – You have paid for the repairs</b>	<b>\$4,500.00</b>
Temporary protection – You have paid for this cost	\$500.00
Subtotal	\$5,000.00
Less GST	\$454.54
Less excess	\$250.00
<b>TOTAL SETTLEMENT AMOUNT</b>	<b>\$4,295.46</b>

We will automatically reinstate the **sum insured** and additional benefits under Section 1 – Buildings and Common Contents as there is not total loss and the full **sum insured** has not been exhausted.

## Scenario 5

### Section 2 – Glass

- Accidental **breakage** of **glass**.
- **You** claim for \$4,500 for **glass breakage** and \$500 for Section 1 – Buildings and Common Contents additional benefit ‘Security Guard/Temporary Protection’.
- The **excess** is \$250 and **you** are not GST registered (with a 0% input tax credit).

<b>Repairs to Glass – You have paid for the repairs</b>	<b>\$4,500.00</b>
Temporary protection – You have paid for this cost	\$500.00
Subtotal	\$5,000.00
Less GST	\$0.00
Less excess	\$250.00
<b>TOTAL SETTLEMENT AMOUNT</b>	<b>\$4,750.00</b>

We will automatically reinstate the **sum insured** and additional benefits under Section 1 – Buildings and Common Contents as there is not total loss and the full **sum insured** has not been exhausted.

## Scenario 6

### Section 3 – Theft

- Theft of **common contents** – garden equipment.
- The cost is \$2,500 for the replacement of **common contents**.
- The **excess** is \$250 and **you** are not GST registered (with a 100% input tax credit).

<b>Replacement of Common Contents – You have replaced the item</b>	<b>\$2,500.00</b>
Less GST	\$227.27
Less excess	\$250.00
<b>TOTAL SETTLEMENT AMOUNT</b>	<b>\$2,022.73</b>

We will automatically reinstate the **sum insured** under Section 1 – Buildings and Common Contents as there is not total loss and the full **sum insured** has not been exhausted.

## Scenario 7

### Section 3 – Theft

- Theft of **common contents** – garden equipment.
- The cost is \$2,500 for the replacement of **common contents**.
- The **excess** is \$250 and **you** are not GST registered (with a 0% input tax credit).

<b>Replacement of Common Contents – You have replaced the item</b>	<b>\$2,500.00</b>
Less GST	\$0.00
Less excess	\$250.00
<b>TOTAL SETTLEMENT AMOUNT</b>	<b>\$2,250.00</b>

We will automatically reinstate the **sum insured** under Section 1 – Buildings and Common Contents as there is not total loss and the full **sum insured** has not been exhausted.

## Scenario 8

### Section 7 – Voluntary Workers

- A **voluntary worker** suffers an **injury** resulting in permanent loss of sight in both eyes during the **period of insurance**.
- Claim is \$200,000 being the benefit under **policy**.
- There is no **excess**.
- **You** are not GST Registered (with a 0% input tax credit).

<b>Claimable Benefit</b>	<b>\$200,000.00</b>
Less GST	\$0.00
Less excess	\$0.00
<b>TOTAL SETTLEMENT AMOUNT</b>	<b>\$200,000.00</b>

## Scenario 9

### Section 7 – Voluntary Workers

- A **voluntary worker** suffers **total disablement** preventing them from carrying out all of the usual duties of their **occupation** for 52 weeks.
- The **voluntary worker's** current weekly average earnings are \$2,000.
- The claim is \$2,000 per week being the benefit under **policy** for 52 weeks.
- **We** pay \$2,000 per week as the benefit under the **policy** as it is not more than the **voluntary worker's** average weekly earnings.
- There is no **excess** and **you** are not GST registered (with a 0% input tax credit).
- In addition, the **voluntary worker** claims for travel expense which he incurred in obtaining medical treatment in the actual amount incurred of \$100.00.

<b>Claimable Benefit – 52 weeks @ \$2,000 per week</b>	<b>\$104,000.00</b>
Less GST	\$0.00
Less excess	\$0.00
<b>TOTAL SETTLEMENT AMOUNT</b>	<b>\$104,000.00</b>
Plus travel expenses	\$100.00
<b>TOTAL SETTLEMENT AMOUNT</b>	<b>\$104,100.00</b>

## Scenario 10

### Section 7 – Voluntary Workers

- A **voluntary worker** suffers **total disablement** preventing them from carrying out all of the usual duties of their **occupation** for 25 weeks.
- The **voluntary worker's** current weekly average earnings are \$2,000.
- The claim is \$2,000 per week being the benefit under **policy** for 25 weeks.
- **We** pay \$2,000 per week as the benefit under the **policy** as it is not more than the **voluntary worker's** average weekly earnings.
- After 25 weeks the **voluntary worker** dies from the same **injury**.
- The benefit payable is \$200,000 but this is reduced by the amount paid under benefit 6 for **total disablement** for which is \$50,000.
- There is no **excess** and **you** are not GST registered (with a 0% input tax credit).

<b>Claimable Benefit for total disablement @ \$2,000 per week x 25 weeks</b>	<b>\$50,000.00</b>
Claimable death benefit – \$200,000 less \$50,000 being the amount paid for Event 6	\$150,000.00
Less GST	\$0.00
Less excess	\$0.00
<b>TOTAL SETTLEMENT AMOUNT</b>	<b>\$200,000.00</b>

## Scenario 11

### Section 12 – Lot Owner’s Improvements

- **Damage to lot owner’s improvements**, a kitchen, resulting from fire not otherwise covered under Section 1 – Buildings and Common Contents. The **sum insured** for Section 1 is exhausted.
- The claim is \$10,000 for **damage** to the kitchen.
- There is no **excess** and **you** are not GST registered (with a 0% input tax credit).

<b>Claim Cost</b>	<b>\$10,000.00</b>
Less GST	\$0.00
Less excess	\$0.00
<b>TOTAL SETTLEMENT AMOUNT</b>	<b>\$10,000.00</b>

We will automatically reinstate the **sum insured** under Section 12 – Lot Owner’s Improvements as there is not total loss and the full **sum insured** has not been exhausted.



**You may contact us to give us instructions by mail, telephone or e-mail.**

Strata Unit Underwriting Agency Pty Ltd  
T/A Strata Unit Underwriters  
ABN 30 089 201 534 | AFSL 246719

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**If you need any further information or have any questions please contact us.**