flexinsurance

Flex Complex Strata Insurance

PRODUCT DISCLOSURE STATEMENT & POLICY WORDING

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Product Disclosure Statement (PDS)

This PDS was prepared on the 10 September 2025.

Important Information and Notices

There are two parts to this Policy. The first part is Important Information about this Policy including information about how We will protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

As We don't know Your personal circumstances, You should treat any advice in this booklet as general in nature as

it doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the Policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal. You can get a copy of all updates on the Flex website www.flexinsurance.com.au

About Lloyd's

This Policy is underwritten by certain underwriters at Lloyd's. Lloyd's is the world's specialist insurance and reinsurance market.

With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress.

Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world – building resilience for businesses and local communities and strengthening economic growth around the world.

The Insurer(s) have authorised the information contained in this PDS. Certain underwriters at Lloyd's, of whose definitive numbers and the proportions underwritten by them, can be supplied on application. In consideration of the premium specified in the Schedule, the Insurer(s) are bound, severally and not jointly, each for their own part and not one for another, their executors and administrators, to insure in accordance with the terms and conditions contained in the Policy or any Endorsement.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia.

Lloyd's aims to provide the highest level of service to our Australian Policyholders and have developed procedures, applicable to the entire Lloyd's market, for the honest, fair and timely handling of complaints.

All communications and transactions with the Insurer(s) should be conducted through Flex Insurance unless otherwise clearly stated in this PDS or other document(s).

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ('the Code'), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee ('CGC') is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the CGC go to www.insurancecode.org.au

About Flex Insurance

CHUiSAVER Underwriting Agency Pty Ltd trading as Flex Insurance (Flex) is an underwriting agency that issues general insurance products for the Strata Industry and holds an Australian Financial Services Licence (AFSL No. 491113). Flex's ABN is 85 613 645 239. Flex can be contacted at www.flexinsurance.com.au.

Flex is a wholly owned subsidiary of, and a related Body Corporate to, CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL No. 243261) (CHU).

Flex is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited (ABN 98 073 659 677) (SGL).

Authority to deal with Your Information

Flex may share the information which You have provided to it with its related Body Corporate(s) CHU Underwriting Agencies Pty Ltd, ABN 19 001 580 070, AFSL No. 243261 (CHU), not only for the purpose of this Flex product but also for the secondary purpose of products offered by CHU. This includes if You tell Us something in seeking insurance from Us. In purchasing the product described in this PDS You consent to related Body Corporate disclosure for a secondary purpose.

Authority to act on Our behalf

We have given Flex a binding authority to market, underwrite, settle claims and administer this Policy on Our behalf.

Any matters or enquiries You have should be directed to Flex. The contact details for Flex are shown on the back cover of this document.

Under the terms of this binding authority Flex acts as the Insurer(s) agent, and not Yours, but liability within the terms and conditions of the Policy remains at all times with the Insurer(s).

What You should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for You, it is important that You read:

- the Product Disclosure Statement – this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording. It tells You about:
  - what makes up the insurance, i.e. Your contract with Us which We call a Policy;
  - important definitions that set out what We mean by certain words;
  - the cover We provide (see relevant coverage sections);
  - what Excesses You may have to pay;
  - when You are not insured (see General Exclusions and Specific Exclusions);
  - what You and We need to do in relation to claims;
  - Your and Our cancellation rights.
- the relevant quote/proposal form You need to complete to apply for cover (if applicable);
- any Schedule when it is issued to You; and
- any Endorsement; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

These documents should be read together carefully. It is important that they are kept in a safe place.

Sending You documents

Documents relating to Your insurance Policy will be sent by post or email. Where You have been given the choice, they will be sent by Your chosen delivery method, and You can change Your preference at any time.

It is Your responsibility to make sure Your contact details are current (including telephone number, email and mailing address where relevant) and You must update this information within 14 days.

Significant features and benefits of Cover

The following provides a summary of the main covers available only. You need to read the Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations. The cover in each Section of the Policy is provided if specified as applicable in the Schedule.

Section 1 – Insured Property
We will insure You up to the Sum Insured shown in the Schedule for Section 1 – Insured Property for Damage to Your Insured Property (Building and Common Area

Contents) that occurs during the Period of Insurance not otherwise excluded in the Policy. We provide cover for Damage to Your Insured Property by Flood unless excluded in the Schedule.

We also provide cover for Additional Benefits following insured Damage if the Sum Insured is not exhausted. Details of the Additional Benefits are set out under the heading 'Additional Benefits' in Section 1 – Insured Property of the Policy.

We also provide cover for Special Benefits in addition to Your Sum Insured under Section 1 – Insured Property. Details of the Special Benefits are set out under the heading 'Special Benefits' in Section 1 – Insured Property of the Policy.

Section 2 – Liability to Others
We will indemnify You up to the Limit of Liability shown in the Schedule for Section 2 – Liability to Others if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Your Insured Property that happens during the Period of Insurance.

We will also pay compensation up to the Limit of Liability for items listed under the heading 'Additional Benefits' in Section 2 – Liability to Others of the Policy.

We also pay the costs of defending a claim in connection with a claim under this Section.

Section 3 – Voluntary Workers
We agree to pay to a Voluntary Worker, or that person's estate, the corresponding benefits set out in the Table of Benefits in Section 3 – Voluntary Workers in the Event a

Voluntary Worker sustains bodily injury during the Period of Insurance when voluntarily engaged in work on Your behalf and the bodily injury was caused accidentally and, independently of any other cause which results in one of the insured Events as set out in the Table of Benefits.

Section 4 – Fidelity Guarantee
We will indemnify You up to the Sum Insured shown in the Schedule for Section 4 – Fidelity Guarantee for the fraudulent misappropriation of Your Funds committed during the Period of Insurance.

Section 5 – Office Bearers' Legal Liability
We will respond to any Claim first made against an Office Bearer in respect of legal liability for any Claim made against them.

The amount payable in respect of all Claims under Section 5 – Office Bearers' Legal Liability will not exceed the Limit of Liability shown in the Schedule and is inclusive of the claimant's reasonable and relevant costs and expenses and the Defence Costs incurred by Us during the currency of any one Period of Insurance.

Section 6 – Machinery Breakdown
We will insure You up to the Sum Insured shown in the Schedule for Section 6 – Machinery Breakdown against Insured Damage which occurs during the Period of Insurance and requires repair or Replacement provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time the Insured Damage occurs.

We also provide cover for Additional Benefits following Damage if the Sum Insured is not exhausted. Details of the Additional Benefits are set out under the heading 'Additional Benefits' in Section 6 Machinery Breakdown.

Section 7 – Catastrophe Insurance
We will insure You up to the Sum Insured shown in the Schedule for Section 7 – Catastrophe Insurance for any increase in the Replacement cost of Your Insured

Property following a loss which occurs during the Period of Insurance:

a. due to the happening of an Event for which the Insurance Council of Australia issues a Catastrophe code or other Event which occurs no later than 60 days after the Catastrophe; and

b. the Event giving rise to the loss is admitted as a claim under Section 1 – Insured Property.

Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses
We will insure You on a Claims made basis for Parts A, B and C of Section 8 – Government Audit Costs, Appeal

Expenses and Legal Defence Expenses which means We will respond to Claims first made against You during the Period of Insurance and notified to Us during that Period of Insurance.

Section 9 – Lot Owners' Fixtures and Improvements
We will insure the cost of replacing Lot Owners' Fixtures and Improvements in their Lot/Unit provided that the Sum Insured under Section 1 – Insured Property is exhausted.

Replacement of such installations must be following Damage by any Event that is not otherwise excluded under Section 1 – Insured Property.

Important Information

In addition to the covers summarised above, there are a number of terms, conditions, limits and exclusions contained in the Policy that can affect how or whether a claim is paid under this Policy. You need to read the PDS, Policy Wording and the Schedule for full details of the cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations.

General Exclusions

The following provides a summary of the main exclusions to cover only. These are examples only. For full details of the exclusions that apply, please read the Policy Wording in full.

For example, We will not pay for any loss, Damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

a. any Act of Terrorism;

b. the actual or alleged use or presence of asbestos;

c. ionising radiation from, or contamination by radioactivity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

General Conditions
You must meet certain conditions for Your insurance cover to apply. If You do not comply with the conditions, We may refuse to pay a claim in whole or in part. For full details of all the conditions of cover that apply, please read the Policy Wording in full. The following are examples only:

1. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.

2. When Your Insured Property is a total loss and We have paid out the total Sum Insured, this insurance ceases. If You rebuild or replace Your Insured Property, this requires a new insurance contract commencing at that time with an applicable premium.
3. When You first purchase and when You renew Your insurance if You do not pay the amount by the due date, Your Policy may be cancelled, and We will write to let You know when this will happen.

Duty of Disclosure and Duty to not Misrepresent

Your Duty to take reasonable care not to make a misrepresentation (applicable to Section 1 – Insured Property, Section – 3 Voluntary Workers Personal Accident and Section 9 – Lot Owners' Fixtures and Improvements).

When applying for this Policy
You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not a misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances that We are aware of.

If You do not meet the above duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

When You renew Your Policy
You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We renew Your Policy so if anything changes prior to Your Policy's renewal date You need to tell Us.

You must answer any of Our additional questions honestly, accurately and to the best of Your knowledge. Also, You must review Your responses to previous questions, replayed in the Renewal Invitation document, and advise Us immediately if any information is inaccurate or has changed. Amendments may impact the terms of this renewal offer.

A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not a misrepresentation if You do not answer a question or Your answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances that We are aware of.

If You do not meet the above duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Us on info@flexinsurance.com.au or phone on 1300 201 021.

Your Duty of Disclosure (applicable to Section 2 – Liability to Others, Section 4 – Fidelity Guarantee, Section 5 – Office Bearer's Liability, Section 6 – Machinery Breakdown, Section 7 – Catastrophe Insurance, Section 8 - Government Audit Costs, Appeal Expenses and Legal Defence Expenses).

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Limits on cover

Throughout the Policy Wording there are limits of time and value that may apply to coverages. There are also different Excess payments that apply.

Monetary limits on the cover

We can insure You up to the amount of the Sum Insured or Limit of Liability or other specified limits for Your Insured Property. These amounts are specified in the specific Sections of the Policy Wording or in the Schedule.

You need to decide if the relevant Sum(s) Insured and Limit(s) of Liability are appropriate for You. If You do not adequately insure Your Insured Property, You may have to bear the uninsured proportion of any loss Yourself.

For loss or Damage to Insured Property, We may also only pay a proportion of the loss or Damage if the Sum Insured you decide on is less than 85% of the replacement cost of the Insured Property at the commencement of the Period of Insurance (see the Co-insurance clause on page [29]).

Payment of Excesses

The Excess is the amount You must contribute towards the cost of any claim You make.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged or may be deducted from Our payment if Your claim is accepted.

The amount of Excess payable by You is shown in the Policy or in the Schedule.

GST Implications

The Policy has provisions relating to Goods and Services Tax (GST). Please see General Conditions. In summary:

a. the amount of premium payable by You for this Policy includes an amount on account of the GST on the premium (including any additional fees that may be charged by Flex);

b. the Sum Insured and other limits of insurance cover shown in Your Policy documentation are GST inclusive. When We pay a claim, Your GST status will determine the maximum amount We pay You.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

The cost of this insurance

The amount that We charge You for this insurance when You first acquire the Policy and when You renew the Policy is called the premium. In order to calculate Your premium, We take various factors into consideration, including, but not limited to:

- the Sum(s) Insured;
- the address of Your Insured Property;
- Your insurance history.

The total cost of the Policy is shown in the Schedule and is made up of Your premium plus government taxes, fees, duties and charges such as Stamp Duty, GST and any Emergency Services Levy (where applicable).

When You apply for this insurance, You will be advised of the premium. If You choose to effect cover, the amount will be set out in the Schedule.

Paying Your premium
Various options are available for paying Your premium including annual payment by credit card, BPAY, EFT and direct deposit.

Annual premium
We will let You know how much premium You need to pay Us, how to pay it and when. If You pay Your premium annually, You need to pay Your premium on time to ensure You are covered. If You don't pay the premium Your Policy may be cancelled and we'll write to You to let You know when this will happen.

Instalment payments
Customers who acquire a Policy directly through Flex have an option to pay for the Policy by way of instalments.

If You pay Your premium by instalment, Your Schedule will show the date and frequency of Your instalments. If Your direct debit details change You must tell Us no later than seven days before Your next instalment is due to allow Us to process the change in time.

What happens if You miss an instalment
If You miss an instalment We'll contact You to ask You to pay it or arrange to collect it from You. If You don't pay the missed instalment Your Policy may be cancelled, and we'll write to You to let You know when this will happen.

If You don't pay the missed instalment and a claim arises, then We will deduct the missed instalment from Your claim.

At renewal
If You pay by instalments, and You renew Your Policy, we'll continue to deduct instalments for Your renewed Policy atthe new premium level according to the same instalment plan, unless You tell Us to stop Your direct debit.

If You don't want to renew, You must tell Us at least seven days before Your Policy's end date so that We can arrange for the direct debit to stop in time.

A claim on Your Policy may affect Your renewal premium
If You have a claim, contact Us as soon as You can after the incident - see Claims Conditions – 1. 'What You must do'. To avoid Your claim being delayed, reduced or refused You must not unnecessarily delay notifying Us of the incident – see Claims Conditions – 2. 'What You must not do'. If You were in difficult circumstances that prevented You from telling Us about the claim, let Us know.

If We send You a renewal invitation and the premium doesn't take into account a claim on Your Policy, You agree to pay Us any additional premium We would have charged if We had known about that claim.

If You tell Us about the claim before Your renewal takes effect and We agree to continue to insure You, We may apply specific conditions to Your Policy (including an imposed Excess) and/or recalculate Your renewal premium and send You an updated renewal invitation.

If Your Policy has already renewed and We agree to continue to insure You, We may ask You for an additional premium. If You're paying in instalments, any remaining instalments will be adjusted to reflect the additional premium. If You've already paid Your renewal premium in full, You'll need to pay Us any additional premium to ensure Your cover is not affected. If You don't pay the additional premium by the due date then We may:

- deduct the outstanding premium amount from a claim payment; or
- cancel Your Policy – see General Conditions.

If it was reasonable in the circumstances for You to be unaware that You had a claim until after We issued Your renewal invitation, We will not ask You to pay the additional premium for that renewal period however the claim may affect Your future renewal premiums and/or future Policy conditions (including the application of any imposed Excess).

Please note We may have other rights under this Policy or as permitted by law, depending on the circumstances.

If Your payment details change
If the direct debit details You use to pay Us change, such as You changing credit cards or bank accounts, You must tell Us at least seven days before Your next payment date to allow Us to process the change in time.

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

COSTS OR FEES	DETAILS
Underwriting Agency Fee (Administration Fee)	An underwriting agency fee in the range of $150 to $2500 plus GST is payable (Administration Fee) by You for each Policy issued or renewed to cover Flex's administration cost of preparing and distributing the Policy. Any underwriting agency fee is noted in the Schedule and is not refundable in the Event of cancellation, unless the insurance contract is cancelled within the cooling off period or is a full term cancellation. For more information on the underwriting agency fee please refer to the Flex Financial Services Guide or contact Flex directly.
Refund of premium	You may cancel the Policy at any time. If You choose to cancel the Policy We will retain a portion of the premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period less any non-refundable government taxes or charges, provided that no Event has occurred where liability arises under the Policy.
Commissions	SGL or Flex may receive a commission payment from Us at rates between 8% to 30% of the base premium when the Policy is issued and renewed. For details of the relevant commission paid, please refer to the Financial Services Guide, or contact SGL or Flex directly.

Terrorism and Cyclone Insurance Act
This Policy excludes cover for Acts of Terrorism, however is considered an eligible contract of insurance (as defined in the Terrorism and Cyclone Insurance Act 2003 (the Act)) when You have disclosed that:

a. 20% or more of the building's area is used for a non-residential purpose; OR

b. The Building Sum Insured shown above is equal to or greater than $50,000,000.

When that is the case, and damage to property occurs as a result of a declared terrorist incident, you may be afforded protection under the Act, within relevant limits in this Policy. We have reinsured Our liability for that protection under the Act with Tokio Marine Kiln Syndicates Limited, 20 Fenchurch Street, London EC3M 3BY United Kingdom. A portion of the cost of that reinsurance is included in the premium charged to You. When Terrorism applies to Your Policy, any applicable endorsements relating to cover will be shown on or be attached to Your Schedule.

Cooling off period

If You change Your mind about Your Policy and haven't made a claim, You can cancel the Policy within 21 days of its start or renewal date and we'll give You a refund less any non-refundable taxes and charges that have been paid. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

To cancel Your Policy within the cooling off period, contact Us in writing or by email. This cooling off right does not apply if You have made or are entitled to make a claim.

Making changes to the Policy

If You want to make any changes to the Policy, please contact Flex. Any changes will only become effective if:

a. We agree to make the changes;

b. You pay Us any additional premium required; and/or

c. We confirm in writing that the change is effective.

Confirming transactions

You may contact Flex by writing, email or phone to confirm any transaction under Your insurance if You do not already have the required insurance confirmation details.

Claims made and Notified Insurance

Section 5 – Office Bearers' Legal Liability and Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provides cover on a Claims made and notified basis. This means that this Policy only covers Claims first made against You during the period this Policy is in force and notified to the Insurer(s) as soon as practicable in writing while the Policy is in force. This Policy may not provide cover for any Claims made against You if at any time prior to the commencement of this Policy You became aware of facts which might give rise to those Claims being made against You.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) provides that where You gave notice in writing to the Insurer(s) of facts that might give rise to a Claim against You as soon as was reasonably practicable after You became aware of those facts while this Policy is in force, the Insurer(s) cannot refuse to pay a Claim which arises out of those facts, when made, because it was made after the expiry of the Policy.

Flex Family and Domestic Violence Customer Support Policy

Flex recognises that family and domestic violence is a complex issue and Flex takes it seriously. For more information, Flex's Family and Domestic Violence Customer Support Policy is available at flexinsurance.com.au

How to make a claim

You should advise Flex as soon as reasonably practicable of an incident which could lead to a claim.

Having the required documentation and photographs of the items will assist in having Your claim assessed and settled. When You make a claim, We require You to:

- provide details of the incident and when requested complete the claim form, We send You;
- subject to reasonable notice and at a reasonable time that suits You and Us, allow Us or Our appointed representative to inspect Your Insured Property and take possession of any Damaged item(s) if reasonable and required;
- take all reasonable steps to reduce the Damage or loss and prevent further loss or Damage;
- inform the police as soon as reasonably practicable following theft, vandalism, malicious Damage or misappropriation of money or property;
- where practicable and reasonable, not dispose of any Damaged items without first seeking Our approval; and
- not get repairs done, except for essential temporary repairs, and where reasonable We will seek Your cooperation in selecting the repairer or supplier.

These are only some of the things that You must do if making a claim. Please refer to the Claims Conditions section which sets out claims information and what You must do if making a claim.

For Self Managed Strata Customers

Call: 1300 001 293

Email: directclaims@flexinsurance.com.au

Post: Level 33, 101 Miller Street, North Sydney NSW 2060

After Hours Emergency Hotline: 1800 022 444

For Brokers or Strata Managers

Call: 1300 201 021

Email: claims@flexinsurance.com.au

Post: Level 33, 101 Miller Street, North Sydney NSW 2060

After Hours Emergency Hotline: 1800 022 444

Complaints

If You have any concerns or wish to make a complaint in relation to this Policy, Our services or Your insurance claim, please let Us know and We will attempt to resolve Your concerns in accordance with Our Internal Dispute Resolution procedure. Please contact Flex in the first instance:

Flex Insurance

Phone: 1300 201 021

Email: complaints@flexinsurance.com.au

Postal Address: PO Box 500, North Sydney NSW 2059

We will acknowledge receipt of Your complaint and do Our utmost to resolve the complaint to Your satisfaction within 10 business days.

If We cannot resolve Your complaint to Your satisfaction, We will escalate Your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's General Representative in Australia

Lloyd's Australia Limited

Phone: (02) 8298 0700

Email: idraustralia@lloyds.com

Post: Grosvenor Place, Level 32, 225 George Street, Sydney NSW 2000

A final decision will be provided to You within 30 calendar days of the date on which You first made the complaint unless certain exceptions apply.

You may refer Your complaint to the Australian Financial Complaints Authority (AFCA), if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint or at any time.

AFCA can be contacted as follows:

AFCA

Phone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If Your complaint is not eligible for consideration by AFCA, You may be referred to the Financial Ombudsman Service (UK) or You can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to You.

More information

You can find more information about how Flex deals with complaints on the Flex website at https://www.flexinsurance.com.au/resource/complaints-and-disputes/ or You can call Us on 1300 361 263 to speak with Us or request a copy of Our complaints brochure at no cost.

Request for Information

You may request copies of information Flex has relied upon to arrive at Flex's decision(s) in the complaint handling process. In some instances, Flex may not release the information as requested and You may request a review of Flex's decision not to release such information. Flex will comply with Code requirements regarding providing information You request.

Complaints just about privacy

If You are not happy with how Flex handled Your personal information, call Flex on 1300 201 021 or email Flex at complaints@flexinsurance.com.au. If You're not satisfied with Flex's response, You can contact the Office of the Australian Information Commissioner (OAIC):

Office of the Australian Information Commissioner (OAIC)

Phone: 1300 363 992

Email: enquiries@oaic.gov.au

Post: GPO Box 5218, Sydney NSW 2001

Privacy

In this Privacy Statement the use of "We", "Us" and "Our" means the Insurer(s) and Flex unless specified otherwise.

We are committed to the safe and careful use of Your personal information in the manner required by the Privacy Act 1988 (Cth) and the Australian Privacy Principles and the terms of this Policy.

We collect Your personal information in order to assess Your application for insurance and, if Your application is accepted, to administer and manage Your insurance Policy and respond to any claim that You make. To do this, Your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on Our behalf, such as assessors and facilitators, some of whom may be located in overseas countries that can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union. See the Privacy Policies/Notices set out below for further information.

Our contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing Us with Your personal information, You consent to the disclosure of Your personal information to reinsurers, service providers and related entities in overseas countries to enable Us to assess Your application, to administer and manage Your insurance Policy and to respond to any claim that You make. If You consent to the disclosure of Your personal information to overseas recipients, and the overseas recipient handles Your personal information in a way other than in accordance with the Australian privacy laws, We may not be responsible for the handling of Your personal information by the overseas recipient.

If You choose not to provide Your personal information and/or choose not to consent and/or withdraw Your consent to the disclosure of Your personal information to overseas entities at any stage, We may not be able to assess Your application or administer and manage Your insurance Policy and respond to any claim that You make.

Our privacy policies contain information on how You may access personal information that each of Us hold, or seek correction of Your personal information and information on how to make a complaint about the handling of Your personal information and how complaints are handled. If You require more information, You can access certain underwriters at Lloyd's Privacy Notice at https://www.lloyds.com/help/privacy and Flex's Privacy Policy at www.flexinsurance.com.au

Policy Wording

Our Agreement

The agreement between You and Us consists of:

a. the PDS and Policy Wording;

b. the Schedule; and

c. any Endorsement(s).

The cover under this Policy is provided during the Period of Insurance once You have paid Us Your Premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General Exclusions, which apply to any claim You make under this Policy;
- General Conditions, which set out Your responsibilities under this Policy;
- Claims Conditions, which set out Our rights and Your responsibilities when You make a claim; and
- Other terms, which set out how this Policy operates.

Excesses
Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

The Excess(es) which You have to pay are set out in this Policy Wording or on Your Policy Schedule.

How much We will pay

The most We will pay for a claim is the Sum Insured which applies to the cover or section You are claiming under, less any Excess.

General Definitions

The words listed below have been given a specific meaning in this Policy and these specific meanings apply when the words begin with a capital letter. Other words may have special meanings for particular Sections. These words will be defined in those Sections. In this Policy, where the context permits, words denoting the singular include the plural and vice versa.

Action of The Sea
means tidal wave, high tide, king tide, Storm Surge, or any other movement of the sea except for Tsunami.

Act of Terrorism
means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Body Corporate
means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Legislation where Your Insured Property and Common Area is situated.

Body Corporate Manager/Agent
means a person or other entity appointed in writing by Your Body Corporate with delegated functions including the authority to act as an Office Bearer in terms of the Strata Legislation applying where Your Insured Property is situated.

Common Area
means the area at Your Situation that is not part of any Lot/Unit. Where the Strata Legislation refers to Common Property, Common Property has the same meaning as Common Area.

Computer System
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, Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act
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.

Cyber Incident
Cyber Incident means:

- **a**. 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
- **b**. 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.

Cyber Loss
Cyber Loss means 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 any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Damage, Damaged
means any partial or total accidental physical loss of, or destruction of property from any sudden and accidental cause not otherwise excluded by this Policy.

Data
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 a Computer System.

Earth Movement
means landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, Erosion, settlement or shrinkage of earth, but not earthquake.

Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.

Landslip is the downward movement of sloping ground.

Subsidence is the downward movement of the ground beneath the Building(s) where the movement is unconnected with the Weight of the Building.

Settlement is the downward movement as a result of the ground being compressed by the Weight of the Building(s) within ten years of construction.

Electronic Data
means any facts, concepts and/or information converted to a form usable for communications, interpretation, and/ or processing by electronic, and/or electromechanical Data processing and/ or electronically controlled equipment which includes, but is not limited to, programs, software and/or other coded instructions for the processing and manipulation of Data and/or the direction and/or manipulation of such equipment.

Endorsement
means a written alteration to the terms, conditions and limitations of this Policy which is shown in the Schedule.

Erosion
means being worn or washed away by water, ice or wind.

Event
means a happening or an incident not intended to happen which occurs during a particular interval of time and causes or results in Damage, or series of Damage happening from that one Event, that is claimable under this Policy.

Excess
means the amount You must pay or contribute towards a claim. The amount of any Excess is shown in the Policy or in the Schedule.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged or may be deducted from Our payment.

Floating Floors
means laminated, veneered or similar type flooring not 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:

- **a**. a lake (whether or not it has been altered or modified);
- **b**. a river (whether or not it has been altered or modified);
- **c**. a creek (whether or not it has been altered or modified);
- **d**. another natural watercourse (whether or not it has been altered or modified);
- **e**. a reservoir;

f. a canal;

g. a dam.

Fusion
means the process of fusing or melting together the windings of an electric motor following Damage to the insulating material as a result of overheating caused by electric current.

Indemnity Value
means the cost to rebuild, replace or repair property to a condition which is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life. We will take reasonable steps in determining the Indemnity Value and will provide You with details of Our calculation if requested by You.

Insured Property

1 Building
Building means:

building or buildings as defined in the Strata Legislation applying where Your Building is situated, including:

a. outbuildings;

b. fixtures, gates and fences and structural improvements;

c. in-ground swimming pools and spas;

d. marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-fuel distribution facilities, unless We are advised and otherwise agree in writing;

e. satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;

f. underground and overhead services;

g. Floating Floors;

that You own or have legal responsibility for at, in or adjacent to Your Situation.

2 Common Area Contents
Common Area Contents means:

a. furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;

b. built-in or freestanding appliances such as dishwashers, washing machines and dryers, other electrical items;

c. carpets (whether fixed or unfixed), floor rugs;

d. swimming pools or spas that are not in-ground;

e. swimming pool or spa covers and accessories;

f. wheelchairs, domestic garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required by law to be registered;

that You own or have legal responsibility for:

i. at, in or adjacent to Your Situation; or

ii. temporarily removed elsewhere in Australia including transit to and from Your Situation.

Building and Common Area Contents do not include:

a. aircraft, caravans, trailers, Vehicles (other than domestic garden appliances not required by law to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;

b. livestock, fish, birds or other animals;

c. Lot Owners' Contents and any other personal property of theirs;

d. money, other than as covered under Special Benefit 21 of Section 1 – Insured Property;

e. plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Special Benefit 6 of Section 1 – Insured Property;

f. temporary wall, floor and ceiling coverings within a Lot/Unit, and mobile or fixed air-conditioning units servicing an individual Lot/Unit (if Your Situation is in Queensland).

Where anything in this definition of 'Insured Property' is contrary to the Strata Legislation applying where Your Building is situated the requirements of that Act will apply.

Land Value
means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the Damage and which would have affected the value had Damage not occurred.

Latent Defect
means a defect which could not be discovered or observed during normal use and maintenance of Insured Property.

Limit of Liability
means the applicable Limit of Liability specified in the Schedule or as determined by the Policy where such limits are described for Section 2 – Liability to Others and Section 5 – Office Bearers' Legal Liability.

Lot/Unit
means an area shown on a plan as a lot or unit in the Strata Legislation applying where Your Insured Property is situated.

Lot Owner
means a person, persons or other entity registered as a proprietor or owner of an estate in fee simple in a Lot/Unit in Your Building in terms of the Strata Legislation applying where Your Insured Property is situated.

Lot Owner's Contents
means (but not so as to limit the generality thereof):

- **a**. built-in or freestanding appliances such as dishwashers, washing machines and dryers;
- **b**. computers, electronic and electrical equipment, domestic garden equipment;
- **c**. Lot Owner's business and personal effects, furniture, furnishings, carpets, and floor rugs.

Members
means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property as defined in the Strata Legislation applying where Your Insured Property is situated.
Unless otherwise specifically provided by this Policy, the Proprietors', Lot Owners', or Shareholders' interest or liability as an owner and/or occupier of a Lot/Unit is not included.

Period of Insurance
means the period for which You are insured. It commences at the time We agree to give You insurance and finishes at 4 pm on the day of expiry. The expiry date is shown in the Schedule.

Policy
means this Product Disclosure Statement and Policy Wording, the Schedule and any Endorsements issued to You which form Your insurance contract with Us.

Rainwater
means the rain which falls naturally from the sky. It includes Rainwater run-off over the surface of the land.

Rent
means, as regards to any Lot/Unit or part of Your Common Area leased to a Tenant, an amount of money in accordance with the residential tenancy agreement that applied immediately prior to Damage.

Replacement
means:

- **a**. the reasonable cost of rebuilding, replacing or repairing to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- **b**. the extra costs necessarily incurred to alter or upgrade Your Insured Property to comply with public, statutory or Environmental Protection Authority requirements, but does not include:
  - i. any costs that would have been incurred in complying with orders issued prior to the happening of the loss;
  - ii. any extra costs to alter or upgrade any portion of Your undamaged Insured Property if the cost to rebuild, replace or repair the Damaged portion is less than 25% of what the cost would have been had Your Insured Property been totally destroyed.

Schedule
means the most recent current attachment to the Policy that specifies the Situation, those Sections and benefits that are in force and the details of the Sum(s) Insured or Limit(s) of Liability and includes any one or more of the following:

- **a**. the Policy Schedule;
- **b**. the renewal notice You have paid;
- **c**. the Endorsement(s) sent to You.

Senior Counsel
means a barrister in active practice who is entitled to use the post-nominals QC, KC or SC in any one or more superior courts in Australia or New Zealand.

Situation
means the land at the address(es) shown in the Schedule where Your Insured Property is situated.

Storm
means violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone or tornado.

Storm Surge
means the covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a Storm.

Strata Legislation
means the respective State Legislation applying where Your Building is situated and includes (but is not limited to) the following Acts or similar legislation:

a. Strata Schemes Management Act 2015 (NSW)

b. Strata Scheme Development Act 2015 (NSW)

c. Owners Corporation and other Acts Amendment Act 2021 (Vic)

d. Unit Titles (Management) Act 2011 (ACT)

e. Strata Titles Act 1998 (Tas)

f. Body Corporate and Community Management Act 1997 (Qld)

g. Strata Titles Act 1985 (WA)

h. Strata Titles Act 1988 (SA)

i. Unit Title Schemes Act 2009 (NT)

Sum Insured
means the amount shown in the Schedule as the Sum Insured corresponding to the cover selected for Section 1 – Insured Property, Section 3 – Voluntary Workers, Section 4 – Fidelity Guarantee, Section 6 – Machinery Breakdown, Section 7 – Catastrophe Insurance, Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses and Section 9 – Lot Owners' Fixtures and Improvements.

Temporary Accommodation
means, any Lot/Unit occupied by the Lot Owner, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' that would have been payable by a Tenant or lessee) that applied immediately prior to the Damage.

Tenant
means any person authorised under the terms of a lease, rental or similar type agreement who occupies a Lot/Unit including any other co-inhabitant or family normally resident with that person.

Tsunami
means a sea wave caused by a disturbance of the ocean floor or seismic movement such as an underwater earthquake or landslide.

Vehicle, Vehicles
means:

a. any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power and any trailers or other attachments made or intended to be drawn by any of those machines; and

b. which is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

Voluntary Worker
means a person engaged solely in work or duties on behalf of the Body Corporate without promise of reward or remuneration, other than an honorarium for duties associated with the position of an Office Bearer.

Voluntary Worker does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

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

Wear and Tear
means physical deterioration to property occurring over time due to use and/or exposure to its environment.

We, Our, Us, the Insurer(s)
means certain underwriters at Lloyd's.

You, Your, Yours

means:

a. Section 1 – Insured Property and Section 7 – Catastrophe Insurance:
the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:

i. the interest of Members;

ii. Lot Owners in the Special Benefits 1, 6, 14, 19, 23, 25 and 26 of Section 1 – Insured Property;

iii. Lot Owners Special Benefits 1, 2 and 4 of Section 7 – Catastrophe Insurance.

b. Section 2 – Liability to Others:
the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

i. the interest of Members;

ii. the organisers of recreational activities in respect of Section 2 – Liability to Others;

iii. a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule, but excludes Office Bearers whilst acting in that capacity.

c. **Section 3 – Voluntary Workers:**
a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.

d. **Section 4 – Fidelity Guarantee, Section 6 – Machinery Breakdown and Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses:**
the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.

e. **Section 5 – Office Bearers' Legal Liability:**
the past, present or future Office Bearers or committee Members of the Body Corporate, Corporation, Owners Corporation, Plan or Directors of the Company, including those persons':

   i. estate, heirs, legal representative or assigns;

   ii. legal representative or assigns if he/she is incompetent, insolvent or bankrupt;

   but does not include a Body Corporate Manager/ Agent or any other contracted person(s), firm or company when acting in their professional capacity.

f. **Section 9 – Lot Owners' Fixtures and Improvements:**
the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including the interest of Members.

General Conditions

These General Conditions apply to all Sections of the Policy.

In addition to these General Conditions, each Section of the Policy will be subject to Specific Conditions. If any of these conditions are not met, We may refuse a claim, reduce the amount We pay or in some circumstances We may cancel the Policy. Any person covered by the Policy or claiming under it must also comply with these conditions.

1 Acts or omissions of Your Body Corporate Manager/ Agent

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 Body Corporate Manager/Agent while acting on Your behalf.

2 Tell Us when these things change

You must tell Us as soon as reasonably possible if any of the circumstances noted below have occurred:

- You are carrying out construction works, alterations or additions that exceed $500,000; or
- You have cranes, hoists or similar attached to the Insured Property or at the Situation; or
- there is a change in the percentage of floor space used for commercial purposes; or
- Your building becomes subject to a Building Rectification Order, Fire Order or any other Order issued by a statutory body; or
- You become aware of business or occupancy within a Lot/Unit having its licence to operate amended, removed or revoked; or
- You become aware of a registered business owner or their employees within a Lot/Unit having been issued a penalty infringement notice related to business operations and/or being subject to a criminal conviction; or
- You have become aware or have reasonable grounds to believe that an occupant of a Lot/Unit was the target of a malicious act including but not limited to a ram-raid (deliberate impact by vehicle), arson or fire-bombing; or
- There is a change in the type or nature of business or occupancy, conducted for an existing business or occupancy within any Lot/Unit; or
- You become aware of a business or occupancy involved in the sale of tobacco and or tobacco related products including but not limited to tobacconists, vape shops, convenience stores, gift shops and souvenir shops.

If You don't tell Us, We may cancel the Policy and be entitled to reduce or refuse to pay a claim in accordance with relevant law.

When You tell Us about something that has changed or request a change to Your Policy, We will assess the change to the risk in accordance with Our underwriting rules and processes. Depending upon what has changed, We may have to cancel Your Policy and refund any unused portion of the Premium.

Changes to Your cover
If You request any change to cover (e.g. You choose to add a Section or You increase the Sum(s) Insured) then, if We agree to the change, We will issue a new Schedule and ask You for any additional premium. If an additional premium is required, the change will only be effective when:

- if You're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- You have paid the additional premium by the due date We give to You.

If You don't pay the additional premium by the due date then We will make reasonable efforts to contact You using the latest contact details You provided Us. If We don't receive payment of the additional premium owed, the change will not be effective, and We will confirm this by issuing a Replacement Schedule.

If You request any change to cover and We don't agree to the change, then We will let You know and the Policy will continue unchanged.

Changes to Your circumstances
Contact Us to discuss potential changes in circumstances when You know the details of the timing and nature of the changes before they happen, to find out in advance whether We will be able to continue to insure You.

3 Cancellation – how Your Policy may be cancelled

Cancellation by You
You may cancel this Policy at any time by telling Us in writing.

Flex Insurance

Email: info@flexinsurance.com.au

Post: PO Box 2004, North Sydney NSW 2059

Address: Level 33, 101 Miller Street, North Sydney NSW 2060

We will retain a portion of premium which relates to the period for which You have been insured together with any non-refundable government taxes or charges.

Cancellation by Us
We via Flex may cancel this Policy at any time as allowed by law by notifying You in writing of the date from which cancellation is to take effect. Notification will be delivered to the address last notified to Us and cancellation will take effect no earlier than 4.00pm on the date set out in the cancellation notice unless the Policy was in force by virtue of Section 58 of the Insurance *Contracts Act 1984* (Cth), whereby the cancellation will take effect from the fourteenth business day after the day on which notice was given to You.

4 Failure to pay Your insurance premium

You must pay Your insurance premium. We may take steps to cancel the contract of insurance for non-payment of the insurance premium if it remains unpaid after 90 days.

5 References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any Replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

6 Service of Suit

The Insurer(s) agree that:

a. if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Insurer(s) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

b. any summons, notice or process to be served upon the Insurer(s) may be served upon:

Lloyd's Underwriters' General Representative in Australia

Lloyd's Australia Ltd
Address: Grosvenor Place, Level 32, 225 George Street, Sydney NSW 2000
Phone: +61 (0)2 8298 0700

who has authority to accept service on behalf of the Insurer(s);

c. if a suit is instituted against any of the Insurer(s), all Insurer(s) participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this insurance NOTICE should be given as soon as reasonably practicable to Flex.

7 Sanctions Suspension Clause

It is a condition of this insurance, and the Insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the Insurer(s) would expose that Insurer(s) to any sanction, prohibition or restriction under any:

a. United Nations' resolution(s); or

b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

Such suspension shall continue until such time as the Insurer(s) would no longer be exposed to any such sanction, prohibition or restriction.

8 Several Liability Notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate take together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's. One Lime Street, London EC3M 7HA United Kingdom. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

flexinsurance

Claims Conditions

If You have an occurrence that may result in a claim, You can report to Flex as follows:

Flex Insurance

For Self-Managed Strata Customers
Call: 1300 001 293 (9am-5pm AEST)
Email: directclaims@flexinsurance.com.au
Address: Level 33, 101 Miller Street, North Sydney NSW 2060
Post: PO Box 500, North Sydney NSW 2059
Web: https://flexinsurance.com.au/claims/make-a-claim/

For Brokers or Strata Managers
Call: 1300 201 021 (9am-5pm AEST)
Email: claims@flexinsurance.com.au
Post: Level 33, 101 Miller Street, North Sydney NSW 2060
After Hours Emergency Hotline: 1800 022 444
Address: Level 33, 101 Miller Street, North Sydney NSW 2060
Post: PO Box 500, North Sydney NSW 2059
Web: https://flexinsurance.com.au/claims/make-a-claim/

1 What You must do

As soon as You discover that an Event that is likely to result in a claim has occurred, You must:

a. take all reasonable steps to reduce the loss or Damage and to prevent any further loss or Damage;

b. report the incident to the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property and provide details of the report to Us. We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss; and

c. cooperate fully with any insurer-directed investigation, including by providing access to CCTV or relevant business records, where it is lawful and practical for Us to obtain such information.

2 What You must not do

Whatever the circumstances You must not:

a. admit guilt or fault (except in court or to the police);

b. offer or negotiate to pay a claim;

c. admit or deny liability;

d. dispose of any Damaged items without first seeking Our approval.

If You do, then We will reduce Our liability to the extent of any prejudice caused by Your acts.

3 How to make a claim

When You make a claim, You may reasonably be required to:

a. promptly inform Flex by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is outside of a reasonable timeframe and results in higher costs for Us or harms Our investigation opportunities;

b. provide details of the Event and when requested complete and return Our claim form as soon as reasonably practicable together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;

c. provide written statements under oath if We reasonably require it;

d. be interviewed about the circumstances of the claim;

e. allow Us to inspect Your Insured Property and take possession of any Damaged item if reasonable and required and to deal with it in a reasonable way;

f. provide Us as soon as reasonably practicable with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4 Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 2 of Section 1 – Insured Property, You are not authorised to commence repairs without Our approval which We will not unreasonably withhold.

5 Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable and appropriate We will seek Your cooperation in selecting the repairer or supplier. Unless We otherwise advise in writing, if after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate lost or Damaged Insured Property that We have agreed to pay,

where reasonable depending on the claims circumstances, You may need to enter into that agreement with the third party as Our agent.

6 You must assist Us

Where reasonable You must:

a. comply with all the requirements of this Policy; and

b. give Us all relevant information and assistance which We reasonably require in relation to the claim and any proceedings.

7 False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

We may also report any suspected fraudulent act to the police for further investigation.

8 Salvage value

We are entitled to any salvage value on recovered items and Damaged items that have been replaced.

9 Contribution and other insurance

When making a claim, You must notify Us of any other insurance that You are aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, Damage or liability there is any other insurance (whether issued to You or any other person) which covers the same loss, Damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s) subject to the Insurance Contracts Act 1984 (Cth).

10 Preventing Our right of recovery

If You've agreed with or told someone who caused You loss, Damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We have been prejudiced by this act, We will not cover You for that loss, Damage or liability.

11 Excess

You must pay or contribute the amount of any Excess shown in the Policy or in the Schedule for each claim made. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

Should more than one Excess be payable for any claim arising from the one Event, the Excesses will not be aggregated and the highest single level of Excess will only apply.

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is $500, or the Excess amount shown in the Policy Schedule, whichever is greater.

12 Joint insureds

When there is more than one insured on Your Policy, We may treat each as a separate and distinct party. The words You, Your, Yours may apply to each party in the same manner as if a separate Policy had been issued to each party, provided Our liability for any Sum Insured, Limit of Liability or other Policy limit for any one Event or Occurrence is not thereby increased. We may treat what any one insured says or does in relation to Your Policy or any claim under it, as said or done by each of the insureds.

We may rely on a request from one insured to change or cancel Your Policy or tell Us where a claim payment should be paid. Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party shall not be prejudicial to the rights and entitlements of the other insured party(ies), provided that the other insured party(ies) upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, Damage or liability give Us written notice within a reasonable time.

13 Reinstatement of Sum Insured

After We have admitted liability for a claim, We will automatically reinstate the Sum Insured and/or Special Benefit limits to their pre-loss amount without any additional premium having to be paid.

This condition does not apply:

a. when We pay a claim for total loss;

b. when We pay the full Sum Insured;

c. to Section 5 – Office Bearers' Legal Liability;

d. to Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;

e. to Special Benefits 18 and 26 of Section 1 – Insured Property.

14 Governing law and jurisdiction

This Policy is governed by the laws of the State or Territory of Australia in which this Policy is issued. Any dispute relating to this Policy shall be submitted to the exclusive

jurisdiction of an Australian Court within the State or Territory in which this Policy was issued.

15 Subrogation, recovery action & uninsured loss

We may at any time in consultation with You, at Our expense and in Your name, use all legal means available to You of securing reimbursement for loss or Damage arising under Your Policy. In the Event We do so, You agree to give all reasonable assistance for that purpose.

If You have suffered loss that was not covered by the Policy as a result of the incident, We may offer to attempt to recover this loss. You may also specifically ask Us to recover this loss for You.

You will need to give Us documents supporting Your loss. Before We include any uninsured loss in the recovery action, We will also ask You to agree to the basis on which We will handle Your recovery action. Where required and within reason, You may need to contribute to legal costs in some circumstances.

16 Related Claims

For the purposes of applying any Excess or Limit of Liability, all loss otherwise recoverable under this Policy resulting from or in connection with:

a. one and the same act, error or omission; or

b. a series of acts, errors or omissions arising out of or attributable to the same originating cause, or source;

will be deemed to be one claim.

17 Severability/Non-imputation/Innocent Non-disclosure

Where this Policy insures more than one party, and one party made a misrepresentation to Us before the Policy was entered into, this shall not prejudice the right of any other insured person to indemnity as may be provided by this Policy provided that:

i. You were not aware of the failure or misrepresentation;

ii. as soon as is reasonably practicable upon becoming aware of any such conduct, You advise Us in writing of all known facts in relation to such conduct; and

iii. the conduct of the principals, partners and directors of the Insured are imputed to the Insured.

18 Goods and Services Tax – how it affects any payments We make

The amount of premium payable by You for this Policy includes an amount on account of the Goods and Services Tax (GST) on the premium.

When We pay a claim, Your GST status will determine the amount We pay. When You are:

a. not registered for GST We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST.

b. registered for GST:

i. and We settle direct with the builder, repairer or supplier We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST; or

ii. when We settle direct with You We will pay up to the Sum Insured, Limit of Liability or other Policy limit and

iii. where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim, We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits (ITC) to which You are or would be entitled.

In these circumstances, the ITC may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number & Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for ITC) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, ITC, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an ITC on Your premium as a percentage of the total GST on that premium.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

19 Fraudulent Claims Clause

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Insured, the Insurer(s), without prejudice to any other right(s) they might have under this Policy, shall be entitled to refuse to pay such claim.

Section 1 - Insured Property

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown for Section 1 in the Schedule for Damage to Your Insured Property which occurs during the Period of Insurance.

Additional Benefits

When the Sum Insured under Section 1 – Insured Property is not exhausted We will pay the following incurred as a result of Damage to Your Insured Property that is admitted as a claim under Section 1 – Insured Property for:

1. Architects' and professional fees, removal of debris

a. the cost of architects' fees, surveyors' fees and other professional fees;

b. the cost of removal, storage and/or disposal of debris, being the residue of Your Damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), Damaged Lot Owner's Contents and occupier's contents and of anything which caused the Damage;

c. the cost of dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;

d. the cost of demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority;

that You necessarily incur in the Replacement of Your Insured Property.

2. Emergency cost of minimising losses

Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured loss and avoid further losses. We will not pay more than $2,000 for this Additional Benefit unless You first obtain Our written consent, which will not be unreasonably withheld, prior to You incurring costs in Excess of this amount.

3. Government fees, contributions or imposts

Fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Insured Property but We will not pay for any fine or penalty imposed by any such authority.

4. Legal fees

Legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts.

5. Temporary protection

The reasonable cost You incur of temporary protection and safety of Your Insured Property and persons who reside at Your Insured Property.

Unless You obtain Our written consent, which We will not unreasonably withhold, prior to You incurring these costs, the most We will pay for this Additional Benefit is $5,000.

6. Tsunami Damage

Damage to Your Insured Property caused by a Tsunami.

7. Emergency services

Damage to Your Insured Property caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.

8. Lot/Unit internal wall coverings or paint

Where the Strata Legislation excludes paint and wallpaper within Lot Owners' Lots/Units from the definition of Building, and the Sum Insured under Policy 1 is not otherwise expended in respect of any one Event, We will pay for the cost of repainting or re-wallpapering the internal walls or ceilings of a Lot/Unit at Your Situation if they are Damaged by an Event claimable under Section 1 – Insured Property. Our liability under this Additional Benefit is limited to the room, hallway or passageway where the Damage occurs.

Special Benefits

The following Special Benefits are included in addition to the Sum Insured for Section 1 – Insured Property.

1. Temporary Accommodation / Rent / contributions / storage

a. Temporary Accommodation

When You own and occupy Your Lot/Unit We will pay up to $1,000 per week for the cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

i. Damage to Your Insured Property that is admitted as a claim under Section 1 – Insured Property; or

ii. reasonable access to or occupancy of Your Lot/Unit is prevented by Damage from an Event

claimable under Section 1 – Insured Property happening to other property in the immediate vicinity.

We will pay:

- under Clause a.i. above from the time of the Event until the time Your Lot/Unit can be re-occupied following completion of rebuilding, repairs or Replacement or 12 months (whichever period is shorter); and
- under Clause a.ii. above from the time of the Event until the time when access to Your Lot/ Unit is re-established or 12 months (whichever period is shorter).

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose due to:

i. Damage to Your Insured Property that is admitted as a claim under Section 1 – Insured Property; or

ii. reasonable access to or occupancy of Your Lot/ Unit or Common Area is prevented by Damage from an Event claimable under Section 1 – Insured Property happening to other property in the immediate vicinity.

c. Lot Owners' Contents removal and storage costs

We will pay the reasonable costs You necessarily incur in:

i. removing undamaged Lot Owners' Contents to the nearest place of safe keeping;

ii. storing undamaged Lot Owners' Contents at that place or an equivalent alternative place;

iii. returning undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot/Unit is permitted;

iv. insuring undamaged Lot Owners' Contents during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Section 1 – Insured Property that renders the Lot/Unit unfit to be occupied for its intended purpose.

We will pay:

- under Clause b.i. above from the time of the Event until the time Your Lot/Unit or Common Area is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant or 12 months (whichever period is shorter); and
- under Clause b.ii. above from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established or 12 months (whichever period is shorter).

The combined total amount We will pay under Special Benefit 1 arising out of any one Event that is admitted as a claim under Section 1 – Insured Property is limited to 15% of the Sum Insured for Section 1 – Insured Property or such other percentage as We may agree in writing.

2. Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will during the construction period pay up to $100,000 for Damage to such alterations, additions or renovations by an Event claimable under Section 1 – Insured Property provided:

i. the value of such work does not exceed that amount; or

ii. You notify Us and We otherwise agree in writing before the commencement of such work;

but We will not pay if, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar insurance Policy that insures material Damage and liability risks.

3. Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property and the cost to rebuild, replace or repair the Damaged portion is more than 25% of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Section 1 – Insured Property, also pay up to $10,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

4. Exploratory costs, Replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur up to the amount of $10,000 in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind. However, We will not pay more than $1,000 for the costs incurred in:

a. repairing the area of Your Insured Property Damaged by such exploratory work;

b. repairing or replacing the defective part or parts of such tanks, apparatus or pipes;

c. rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement, faulty workmanship, rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

5. Fallen trees
We will pay up to $3,500 for the reasonable professional costs You necessarily incur for the removal and disposal of trees or branches that have fallen and caused Damage to Your Insured Property.

We will not pay for removal or disposal of:

a. trees or branches that have fallen and not Damaged Your Insured Property;

b. tree stumps or roots.

6. Landscaping
We will pay up to the lesser of 1% of the Building Sum Insured or $50,000 for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or Damaged by an Event claimable under Section 1 – Insured Property.

7. Fire extinguishing
We will pay for reasonable costs and expenses You necessarily incur in extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property.

We will also pay for the reasonable costs and expenses You necessarily incur for the purpose of preventing or diminishing Damage to Your Insured Property including the costs to gain access to any property.

8. Personal property of others
We will pay up to $5,000 for the Indemnity Value of personal property of others (including employees) which are Damaged by an Event claimable under Section 1 – Insured Property while in Your physical or legal control.

9. Damaged office records
We will pay up to $20,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property which are Damaged by an Event claimable under Section 1 – Insured Property, while anywhere in Australia.

10. Removal, storage costs
We will pay up to $15,000 for the reasonable costs You necessarily incur in:

a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;

b. storing such undamaged portion at that place or an equivalent alternative place;

c. returning such undamaged portion to the Situation when restoration work is completed;

d. insuring Your undamaged Insured Property during such removal, storage and return; following Damage to Your Insured Property that is admitted as a claim under Section 1 – Insured Property.

11. Water removal from basement
We will pay up to $2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under Section 1 – Insured Property.

12. Claim preparation costs and fees
We will pay up to $10,000 for the reasonable costs and fees You necessarily incur with Our written consent, which We will not unreasonably withhold, in the preparation of a claim under this Section 1 – Insured Property.

13. Fusion of motors
We will pay up to $3,500 for the cost of repairing or replacing an electric motor forming part of Your Insured Property Damaged by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (for instance, a new gas as required by regulation) or parts are no longer available, then We will only pay the cost that would have been incurred in replacing with 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.

We will not pay for:

a. motors under a guarantee or warranty or maintenance agreement;

b. other parts of any electrical appliance nor for any software;

c. lighting or heating elements, fuses, protective devices or switches;

d. contact at which sparking or arcing occurs in ordinary working.

How We will settle Your Fusion claim

If Your Claim is accepted, in consultation with You We will settle Your claim by repairing or replacing the Insured Property or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Damage. We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

14. Emergency accommodation
When You occupy Your Lot/Unit for residential purposes We will pay up to $1,500 a Lot/Unit for the reasonable cost of emergency accommodation You necessarily incur if Your Lot/ Unit is made unfit to be occupied for its intended purpose due to:

a. Damage to Your Insured Property that is admitted as a claim under Section 1 – Insured Property; or

b. reasonable access to or occupancy of Your Lot/ Unit being prevented by Damage from an Event claimable under Section 1 – Insured Property happening to other property in the immediate vicinity.

15. Arson reward
We will pay a total reward of up to $5,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Damage to Your Insured Property is claimable under Section 1 – Insured Property. We will pay the reward to the person or persons providing such relevant information or in such other manner as We may reasonably decide.

16. Electricity, gas, water and similar charges – Excess costs
We will pay up to $1,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following Damage to Your Insured Property that is admitted as a claim under Section 1 – Insured Property.

17. Keys, lock replacement
We will pay up to $2,500 for the reasonable costs You necessarily incur in:

a. re-keying or re-coding locks together with Replacement keys; or

b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re- coded;

if the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:

i. any building forming part of such property;

ii. the premises of a keyholder; or

iii. during the hold-up of a person who normally has the keys in their possession.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

18. Electricity, gas, water and similar charges – unauthorised use
We will pay up to $1,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Insured Property without Your consent.

We will not pay unless all practicable steps are taken to terminate such unauthorised use as soon as reasonably practicable after You become aware of it.

19. Funeral expenses
When a Lot/Unit is occupied by the Lot Owner We will pay up to $3,000 a Lot/Unit for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Section 1 – Insured Property.

20. Modifications
When a Lot/Unit is occupied by the Lot Owner, We will pay up to $15,000 a Lot/Unit for reasonably necessary modifications to that Lot/Unit if the Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Section 1 – Insured Property.

This benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six months from the date of the Event and is substantiated by a legally qualified medical practitioner.

21. Money
We will pay up to $10,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Body Corporate Manager/ Agent while acting on Your behalf.

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

a. any person in Your employment;

b. a Lot Owner, including any family member

permanently residing with them; or

c. a proxy of a Lot Owner.

22. Mortgage discharge
We will pay up to $3,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the Sum Insured payable under Section 1 – Insured Property.

23. Pets, security dogs
When a Lot/Unit is occupied solely for residential purposes, We will pay up to $1,000 a Lot/Unit for the reasonable costs You necessarily incur for boarding pets or security dogs if the Lot/Unit is rendered unfit for its intended purpose by Damage to Your Insured Property that is admitted as a claim under Section 1 – Insured Property and Temporary Accommodation does not allow pets or security dogs.

24. Purchaser's interest
We will cover a purchaser's insurable interest in Your Insured Property, in accordance with the terms and conditions of Section 1 – Insured Property, when the purchaser has signed an agreement to buy part of or all of such property.

25. Removal of squatters
We will pay up to $1,000 any one Period of Insurance for legal fees You necessarily incur to repossess Your Insured Property or a Lot/Unit if squatters are living in it.

We will not pay unless You first obtain Our consent to incur such legal fees, which We will not unreasonably withhold.

26. Title deeds
We will pay up to $3,000 for the reasonable costs You necessarily incur in replacing Title Deeds to a Lot/Unit or Your Insured Property if Damaged by an Event claimable under Section 1 – Insured Property, while anywhere in Australia.

Specific Exclusions applicable to Section 1 – Insured Property

We will not pay for Damage caused by or arising directly or indirectly from:

a. Storm or Rainwater to retaining walls;

b. lack of maintenance, rust, oxidation, corrosion, mould, mildew, Wear and Tear, fading, concrete or brick cancer, developing flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Insured Property in a reasonably good state of repair. This includes when the Damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;

c. overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current. However, We will pay if the Damage is due to:

i. Fusion of electric motors as covered under Special Benefit 13;

ii. lightning;

iii. power surge when such Event is confirmed by the supply authority; or

iv. resulting fire Damage;

d. any Action of The Sea;

e. vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement. However, We will pay if the Damage is due to:

i. earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;

ii. bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus;

f. underground (hydrostatic) water. However, We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;

g. the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion. However, We will pay for water or liquid Damage resulting from blocked pipes or drains;

h. inherent defect or Latent Defect that You were aware of, or a reasonable person in the circumstances would have been aware of;

i. vermin, mice, rats, termites, insects, or by pecking, biting, chewing or scratching by birds or animals. However, We will pay if any of these causes directly result in Damage from any other Event claimable under Section 1 – Insured Property such as fire or glass breakage;

j. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;

k. normal settling meaning downward movement as a result of the ground being compressed by the Weight of the Building(s) within ten years of construction, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other

structural improvements;

l. smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);

m. any process involving the application of heat being applied directly to any part of Your Insured Property. However, We will pay if any other part of Your Insured Property is Damaged or destroyed by fire.

n. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;

o. carpets and other floor coverings resulting from staining, fading or fraying. However, We will pay if the Damage directly results from any other Event claimable under Section 1 – Insured Property;

p. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;

q. 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, which will not be unreasonably withheld;

r. Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds $500,000 unless Our written consent to continue cover has been obtained, which will not be unreasonably withheld, before the commencement of such work. However, We will pay for Damage which results from any other Event claimable under Section 1 – Insured Property;

s. demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;

t. Damage caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of;

u. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;

v. consequential loss, including but not limited to any:

i. loss of use;

ii. loss of contract;

iii. loss of profit/revenue;

iv. loss of opportunity;

v. loss of goodwill and/or reputational damage; or

vi. special Damages;

other than specifically provided under an operative Additional Benefit or Special Benefit;

w. Wear and Tear.

Claims – how We will settle Your claim

1. Rebuilding, Replacement or repair

If Your Insured Property is Damaged and Your claim is accepted, after consultation with You, We will either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under Section 1 – Insured Property will be the cost of Replacement at the time of Replacement subject to the following provisions:

a. the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;

b. where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available, We will use the nearest equivalent available to the original materials;

c. if it is lawful, and with Our prior written consent, which will not be unreasonably withheld, You will not be required to actually rebuild any Building destroyed but may purchase an alternative existing building or part thereof to replace all or part of the one destroyed.

Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;

d. if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;

e. when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:

i. reduce the amount payable after due consideration of age and condition of the property at the time of loss, We will ensure any reduction of the amount payable is fair and reasonable;

ii. not pay in Excess of Indemnity Value of Your Insured Property; and

iii. seek release from further liability under this Policy.

iv. where We can offer repair or replacement through a preferred supplier, but instead You request and We agree to pay a cash settlement, then the amount will not normally exceed what We would have paid Our preferred supplier or an amount calculated on an indemnity settlement basis should there be no preferred supplier solution.

We will not pay under Section 1 – Insured Property as part of the cost of Replacement for the cost to:

i. rebuild or replace Your undamaged Insured Property;

ii. rebuild, replace or repair illegal installations.

2. Undamaged part of Insured Property, foundations and footings

Subject to the Sum Insured applicable to Section 1 not being otherwise exhausted, if a Building is destroyed and reinstatement of the Building must be carried out at another site as a requirement by any lawful authority, then any undamaged foundations will be deemed destroyed and We will pay for the value of any undamaged foundation. If the presence of the abandoned foundations at the Situation increases the Land Value of that site, then We may deduct from the settlement of a destroyed Building claim a reasonable and proportionate amount equal to the difference between:

1. The unimproved value of the land at the Situation; and

2. The value of that land with the foundations.

All differences relating to the value of that amount may, by agreement, be referred to the National President of the Australian Property Institute who will appoint a registered and qualified valuer whose decision will, if all parties so agree, be final and binding and who will at the same time decide as to payment of any costs of such referral.

3. Floor space ratio

If Your Insured Property is Damaged and Replacement is limited or restricted by any public or statutory authority requirement which results in the reduction of the floor space ratio index, We will pay:

a. the difference between:

i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and

ii. the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively, We will pay:

b.

i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus

ii. the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or

iii. the cost of purchasing a block of land and the cost of Replacement thereon of Insured Property equivalent in size to the area by which the floor space ratio index has been reduced;

provided that Our Liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied.

4. Land Value

We will pay the difference between Land Value before and after Damage if any public or statutory authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

5. Electronic Data

We will pay the cost of reasonable and necessary expenses incurred to recreate, gather or assemble lost or Damaged Electronic Data, but not the value of the Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Special Provisions

1. Under Clauses 2, 3 and 4 above, Our liability is limited to the extent to which the Sum Insured for Section 1 is not otherwise expended.

2. Under Clauses 2 and 4 above, any differences relating to value may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.

Specific Conditions

Co-Insurance

In the event of loss or Damage to Insured Property We will not be liable for any proportion of the loss or Damage greater than the Sum Insured at Your Situation bears to 85% of the replacement cost of the Insured Property at the commencement of the Period of Insurance (as if it had been totally destroyed), provided that Our liability will not exceed the Sum Insured shown against each item under Section 1 – Insured Property as shown on your Schedule.

This condition will not apply if the amount of any loss or Damage does not exceed 10% of the total of the Sum Insured at Your Situation.

Example:

Your Sum Insured under Section 1 – Insured Property (Building) is selected and shown on the Schedule as $1,000,000.

Damage of $400,000 occurs from a fire Event that is admissible and accepted under the Policy.

The actual replacement cost of the Insured Property at the commencement of the Period of Insurance is $1,500,000.

Co-insurance applies because the declared value ($1,000,000) is less than 85% of the replacement cost ($1,500,000).

Using this example, We would only pay $313,725 for the cost of reinstating Your property, subject to the application of any Excess. The formula for calculating this payment is shown below.

Claim payment = ($1,000,000 x $400,000) / ($1,500,000 x 85%) =

$313,725.

Earthquake Excess
For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is $500.

This Excess is payable in addition to any other Excesses that may apply.

Unoccupancy Excess
An Excess of $5,000 will apply to Section 1 – Insured Property claims if 50% or more of the available Lots/Units are unoccupied at the time of loss.

This Excess is payable in addition to any other Excesses that may apply.

Other Excesses
Whenever an Excess is shown in the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that Event.

For example, a different Excess may apply for a specific Event such as water Damage, Flood, Storm or another type of Event.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.

Section 2 – Liability to Others

What We insure

If selected and shown in the Schedule, We will insure You up to the Limit of Liability shown in the Schedule for Section 2 – Liability to Others, if You become legally responsible to pay compensation for:

a. Personal Injury; or

b. Property Damage;

resulting from an Occurrence in connection with:

a. the ownership of Your Common Area and Insured Property; or

b. an operative Additional Benefit under this Section 2 – Liability to Others; that happens during the Period of Insurance.

For the avoidance of doubt, We agree to insure You up to the Limit of Liability specified in the Schedule for Section 2 – Liability to Others for:

1. Bridges, roadways, kerbing, footpaths, services
compensation You become legally responsible to pay for Personal Injury or Property Damage arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

2. Fertiliser, pesticide, herbicide application
compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Insured Property.

We will not pay:

a. unless the fertiliser, pesticide or herbicide has been applied in conformity with any public or statutory authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;

b. for Damage to Your Common Area or Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

3. Recreational activities
compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Lot Owners and occupiers of Lots/Units.

4. Services
compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots/Units at Your Situation. Services include local council

requirements for contractors (e.g. garbage) to enter Your Insured Property to perform related services.

We will not pay for any act of negligence of any council contractors on their part.

5. Watercraft
compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding eight metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

6. Cost of defending a claim

a. all legal costs and expenses incurred by Us;

b. reasonable cost of legal representation You necessarily incur with Our written consent, which We will not unreasonably withhold, at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Section 2 – Liability to Others;

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; inclusive of the Limit of Liability shown in the Schedule for Section 2 – Liability to Others.

7. Car park liability
Compensation You become legally responsible to pay for Personal Injury or Property Damage to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

8. Hiring out of sporting and recreational facilities
compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

9. Wheelchairs, domestic garden equipment, other Vehicles
compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any wheelchair, domestic garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control. We will not pay if any such item is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

10. Court appearance
We will pay compensation of $250 per day if We require a Member or Your Body Corporate Manager/ Agent to attend a Court as a witness in connection with a claim under Section 2 – Liability to Others.

Specific Exclusions applicable to Section 2 – Liability to Others

We will not pay for any claim:

1. in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.

2. in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.

3. in respect of:

a. Damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as provided under the operative items of Section 2 – Liability to Others;

b. Damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;

c. injury to or death of animals on Your Common Area;

d. Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.

4. arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith. This exclusion does not apply to the rendering or failure 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.

5. arising out of defamation:

a. made prior to the commencement of Section 2 – Liability to Others;

b. made by You or at Your direction when You knew it to be false.

6. arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under the operative items of Section 2 – Liability to Others.

7. arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities

are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.

8. arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds $500,000, unless You advise Us and obtain Our written consent, which We will not unreasonably withhold, to continue cover before commencement of such works.

9. arising from vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.

10. arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

This exclusion does not apply to:

a. liability assumed by You under any contract or lease of real or personal property;

b. liability assumed by You in the course of ownership of Your Common Area and Insured Property under the terms of any written agreement with the company, person or firm appointed to manage ownership of Your Common Area and Insured Property except where liability arises out of:

i. any act of negligence on their part; or

ii. by their default in performing their obligations under such agreement.

arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.

11. arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.

12. for fines or penalties or for punitive, aggravated, exemplary or additional Damages (including interest and costs) imposed against You.

13. made or actions instituted:

a. outside Australia;

b. which are governed by the laws of a foreign country.

Specific Definitions

The words listed below have been given a specific meaning and apply to Section 2 – Liability to Others when they begin with a capital letter.

Occurrence
means an Event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury
means:

a. bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;

b. false arrest, wrongful detention, false imprisonment or malicious prosecution;

c. wrongful entry or eviction or other invasion of the right of privacy;

d. a publication or utterance of defamatory or disparaging material;

e. assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

which happens during the Period of Insurance anywhere in Australia.

Pollutants
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.

Property Damage
means:

a. physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or

b. loss of use of tangible property which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

which happens during the Period of Insurance anywhere in Australia.

Section 3 – Voluntary Workers

What We insure

If selected and shown in the Schedule, We will pay to a Voluntary Worker, or that person's estate, the corresponding benefit set out in the Table of Benefits below in the Event of such Voluntary Worker sustaining bodily injury during the Period of Insurance:

a. whilst voluntarily engaged in work on Your behalf; and

b. caused solely and directly by accidental, external and visible means; and

c. which, independently of any other cause results in the following insured Events.

Table of Benefits

INSURED EVENT	BENEFIT
1. Death	$100,000
2. Total and irrecoverable loss of all sight in both eyes	$100,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	$100,000
4. Total and permanent loss of the use of one hand or of the use of one foot	$50,000
5. Total and irrecoverable loss of all sight in one eye	$50,000
6. a Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each Week of Total Disablement up to a maximum of 104 Weeks. The maximum benefit per Week is:	$1,000
6. b Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each Week of Partial Disablement up to a maximum of 104 Weeks. The maximum benefit per Week is:	$500
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each Week of disablement a Weekly benefit not exceeding $250 up to a maximum of:	$2,500
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding:	$1,000

Specific Exclusions

We will not pay any benefits with respect to any insured Events referred to in the Table of Benefits:

- **a**. arising out of intentional self-injury or suicide, or any attempt;
- **b**. attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
- **c**. arising out of a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner;
- **d**. to children under the age of 12 years;
- **e**. for bodily injury that does not manifest itself within 12 months of sustaining such bodily injury;
- **f**. arising out of a Voluntary Worker failing to procure and follow proper medical advice from a legally qualified medical practitioner;
- **g**. which is covered by Medicare, any workers' compensation legislation, any transport accident legislation, any common law entitlement, any government sponsored fund, plan or medical benefit scheme or any other insurance Policy required to be effected by or under law;
- **h**. which would result in Us contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth);
- **i**. for more than one of insured Events 6a and 6b in respect of the same period of time;
- **j**. under insured Events 6a and 6b in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion.

Specific Conditions

The following conditions apply:

1. If a Voluntary Worker becomes entitled to benefits under more than one of the insured Events 1 to 5 in respect of the same bodily injury, the benefits payable will be cumulative up to 100% of the benefit payable for insured Event 1.
2. After the occurrence of any one of the insured Events 2 to 5 there will be no further liability under Section 3 – Voluntary Workers for these insured Events in respect of the same Voluntary Worker.
3. In the Event of a claim involving the death of a Voluntary Worker, We will be entitled to have a post-mortem examination carried out at Our expense.

Specific Definitions

The words listed below have been given a specific meaning and apply to Section 3 – Voluntary Workers.

Partial Disablement
means the complete inability of a Voluntary Worker to engage in a substantial part of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a doctor.

Total Disablement
means the complete inability of a Voluntary Worker to engage in all of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a doctor.

Section 4 – Fidelity Guarantee

What We insure

If selected and shown in the Schedule, We will pay, up to the Sum Insured shown in the Schedule, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance.

Specific Exclusions

We will not pay for:

1. any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature which might exist whether effected pursuant to statute or otherwise;
2. any fraudulent misappropriation committed after the initial discovery of loss;
3. any losses arising out of fraudulent misappropriation committed prior to the commencement of Section 4 – Fidelity Guarantee;
4. any claims arising out of losses discovered more than 12 months after the expiry of Section 4 – Fidelity Guarantee, or any renewal thereof.

Specific Definition

The word listed below has been given a specific meaning and applies to Section 4 – Fidelity Guarantee when it begins with a capital letter.

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. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

Section 5 – Office Bearers' Legal Liability

Section 5 – Office Bearers' Legal Liability is issued on a Claims made and notified basis. This means Section 5 – Office Bearers' Legal Liability responds to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

What We insure

If selected and shown in the Schedule, We will, subject to any Excess specified in the Schedule:

- pay on Your behalf all Loss for which You are not indemnified by Your Body Corporate; or
- pay on behalf of Your Body Corporate all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Body Corporate is vicariously liable at law;

arising from any Claim:

a. first made against:
   i. You, individually or otherwise; or
   ii. Your Body Corporate Manager/Agent while acting as an Office Bearer; during the Period of Insurance; and

b. reported to Us during the Period of Insurance or within 30 days thereafter.

Provided that Claims which do not comply with Clauses a and b above are not, other than as provided under Special Benefit 2 – Continuous cover of Section 5 – Office Bearers' Legal Liability, the subject of this insurance or any indemnity.

The amount payable for all Claims under Section 5 – Office Bearers' Legal Liability, will not in the aggregate exceed the Limit of Liability stated in the Schedule, inclusive of claimant's costs and expenses and Defence Costs incurred by Us, during the currency of any one Period of Insurance.

Special Benefits

1. Payment of Defence Costs

In relation to any Claim under Section 5 – Office Bearers' Legal Liability:

a. where indemnity has been confirmed by Us in writing, We will pay Defence Costs arising from such Claim;

b. where indemnity has not been confirmed by Us in writing, We will:

i. where We conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or

ii. in any other case, reasonably decide to pay the Defence Costs arising from such Claim.

In the Event the Claim is withdrawn or that indemnity under Section 5 – Office Bearers' Legal Liability is subsequently withdrawn or denied, We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that You were not entitled to the Defence Costs, unless We agree in writing to waive recovery of the Defence Costs.

2. Continuous cover

Should a Claim, fact or circumstance arise which should have been or could have been notified to Us during a prior Period of Insurance of Section 5 – Office Bearers' Legal Liability or under an earlier Office Bearers' Legal Liability Insurance Policy issued by Us, We will accept the notification of such Claim, fact or circumstance under Section 5 – Office Bearers' Legal Liability, provided always that:

a. We have continuously been the Insurer under an Office Bearers' Legal Liability Insurance Policy between the date when such notification should have been given and the date when such notification was in fact given; and

b. the terms and conditions applicable to this Special Benefit 2 – Continuous cover will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Section 5 – Office Bearers' Legal Liability under which the notification should have or could have been given.

3. Extended period of cover

Should a Claim, fact or circumstance arise within a period of 30 days following the expiry date of Section 5 – Office Bearers' Legal Liability and Your renewal instructions have not been received, We will, subject to Your renewal instructions being received by Us within that period, accept the notification of such Claim, fact or circumstance under Section 5 – Office Bearers' Legal Liability.

Provided always that the terms and conditions applicable to this Special Benefit 3 – Extended period of cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Section 5 – Office Bearers' Legal Liability during the immediate prior Period of Insurance.

Specific Exclusions

We will not pay for:

1. Claims arising from circumstances which You knew of prior to the Section 5 – Office Bearers' Legal Liability inception or a reasonable person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;

2. any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;

3. Claims for death, bodily injury, sickness, disease (including communicable disease), or Damage to property. However, this exclusion will not apply to loss or Damage to Documents which are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents;

4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Legislation applying where Your Insured Property is situated;

5. Claims arising out of defamation or disparaging material;

6. fines, penalties, punitive or exemplary or aggravated Damages or any additional Damages resulting from the multiplication of compensatory Damages;

7. You gaining or having gained any personal profit or advantage to which You were not legally entitled or for which You may be held accountable to the Body Corporate or any individual Member thereof.

8. monies or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Articles of the Body Corporate or prescribed law;

9. a conflict of duty or interest of Yours;

10. any intentional exercise of Your powers for a purpose other than the purpose for which such powers were conferred by the Articles of the Body Corporate;

11. any Wrongful Act made or threatened or in any way intimated on or before the inception date specified in the Schedule, except as otherwise provided in Special Benefit 2 – Continuous cover of Section 5 – Office Bearers' Legal Liability;

12. Claims first notified to Us after the expiry of Section 5 – Office Bearers' Legal Liability, except as otherwise provided in Insuring Clause b of Section 5 – Office Bearers' Legal Liability;
13. Claims brought against Your Body Corporate Manager/ Agent, other than as covered under Clause a. ii. of this Section 5 – Office Bearers' Legal Liability, or other contracted person(s), firm or company when acting in their professional capacity;
14. Claims brought against You in a Court of Law outside Australia.

Specific Conditions

Defence and settlement
If You refuse to consent to any settlement recommended by Us and elect to continue any connected legal proceedings, Our liability for the Claim will not exceed the amount for which the Claim could have been settled including the costs and expenses incurred up to the date of such refusal.

The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:

a. the amount for which the claimants offer to settle the Claim; or

b. the amount assessed by a Senior Counsel, taking into account:

i. the economics of the matter;

ii. the Damages and costs which are likely to be recovered from the claimants;

iii. the likely Defence Costs; and

iv. Your prospects of successfully defending the Claim.

If You and We cannot agree on the Senior Counsel, We will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in Your Defence Costs.

Reporting and notice
A specific Wrongful Act will be considered to have been first reported to Flex on:

For Self-Managed Strata Customers

Call: 1300 001 293

Email: directclaims@flexinsurance.com.au

Post: Level 33, 101 Miller Street, North Sydney NSW 2060

For Brokers or Strata Managers

Call: 1300 201 021

Email: claims@flexinsurance.com.au

Post: Level 33, 101 Miller Street, North Sydney NSW 2060

a. at the time You first give written notice to Flex that a Claim has been made against You for such Wrongful Act; or

b. at the time You first give written notice to Flex:

i. having the potential of giving rise to a Claim being made against You;

ii. of the receipt of written or oral notice from any party that it is the intention of such party to hold You responsible for such Wrongful Act;

whichever first occurs.

Severability and non-imputation
Where Section 5 – Office Bearers' Legal Liability insures more than one party, any conduct on the part of any party or parties and such party or parties made a misrepresentation to Us before this contract of insurance was entered into, or failed to comply with any terms or conditions of Section 5 – Office Bearers' Legal Liability, will not prejudice the right of the remaining party or parties to indemnity as may be provided by Section 5 – Office Bearers' Legal Liability, provided always that such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and as soon as is reasonably practicable upon becoming aware of any conduct advise Us in writing of all known facts in relation to such conduct.

Subrogation
In the Event of a payment under Section 5 – Office Bearers' Legal Liability to or on Your behalf, We will, subject to the Insurance Contracts Act 1984 (Cth), be subrogated to Your rights of recovery against all persons or organisations and You will provide reasonable assistance to Us by delivering instruments and papers and do all that is reasonably necessary to assist Us in the exercise of such rights.

Specific Definitions

The words listed below have been given a specific meaning and apply to Section 5 – Office Bearers' Legal Liability when they begin with a capital letter.

Claims
means:

- **a**. A written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or
- **b**. A civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You;
- **c**. A criminal proceeding commenced by a summons or charge against You.
- **d**. A formal request made by a policyholder for cover or compensation for a covered loss or covered Event.

Defence Costs
means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal.

Documents
means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss
means the amount payable in respect of a Claim made against You for a Wrongful Act and will include Damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer
means:

- **a**. a person appointed by the Body Corporate to act as an Office Bearer or committee member in terms of the Strata Legislation applying where Your Insured Property and Common Area is situated;
- **b**. a Body Corporate Manager appointed as an agent of an Office Bearer and/or committee member;
- **c**. a person invited by an Office Bearer and/or committee member to assist in the management of the Body Corporate affairs.

Wrongful Act
means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- **a**. of You serving as an Office Bearer or committee member or director of the Body Corporate; or
- **b**. as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Body Corporate.

Where any such Wrongful Act results in more than one Claim 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 is first reported to Us.

Section 6 – Machinery Breakdown

What We insure

If selected and shown in the Schedule We will insure You up to the Sum Insured for Section 6 – Machinery Breakdown shown in the Schedule for Insured Damage provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the Clause herein titled 'Claims – how We will settle Your claim';
- be subject to the application of any Excess shown in the Schedule; and
- not exceed the Sum Insured stated in the Schedule.

Additional Benefits

Additional Benefits are included when the Sum Insured under Section 6 – Machinery Breakdown is not otherwise expended in respect of any one Event.

We will pay for the reasonable cost of:

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
4. hiring a temporary Replacement item provided such cost is necessary to maintain a vital service provided by You.

These costs must be incurred as the result of Insured Damage.

Specific Exclusions

We will not pay for:

1. Damage caused by:
   - **a.** Normal Wear and Tear;
   - **b.** chipping, scratching or discolouration of painted, polished or finished surfaces;
   - **c.** the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;
   - **d.** the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
   - **e.** the tightening of loose parts, recalibration or adjustments;
   - **f.** the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.
2. Damage to:
   - **a.** glass or ceramic components;
   - **b.** defective tube joints or other defective joints or seams;
   - **c.** any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
   - **d.** foundations, brickwork, and refractory materials forming part of an Insured Item;
   - **e.** television, video or audio equipment other than security system equipment;
   - **f.** expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
   - **g.** computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
   - **h.** plant which has been hired or is on loan unless We specifically agree in writing;
   - **i.** items for the exclusive use of a Lot Owner or Tenant.
3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special Damages, other than that which is specifically stated.
4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.

5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
6. Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
7. loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

Claims – how We will settle Your claim

If Your claim is accepted, We will in consultation with You, settle Your claim by repairing or replacing the Insured Item or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Where We can offer repair or replacement through a preferred supplier, but instead You request and We agree to pay a cash settlement, then the amount will not normally exceed what We would have paid Our preferred supplier, or an amount calculated on an indemnity settlement basis should there be no preferred supplier solution.

Specific Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Section 6 – Machinery Breakdown when the words begin with a capital letter.

Insured Damage
means Damage which occurs during the Period of Insurance and requires repair or Replacement to allow continuation of use, other than by a cause:

- **a**. which is covered under Section 1 – Insured Property; or
- **b**. which is not claimable under Section 6 – Machinery Breakdown.

Insured Item
means:

- **a**. lifts, elevators, escalators and inclinators provided they are subject to a current comprehensive maintenance agreement;
- **b**. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

that forms part of Your Insured Property or its services.

Section 7 – Catastrophe Insurance

What We insure

We insure You up to the Sum Insured shown in the Schedule for Section 7 – Catastrophe Insurance, against the Escalation in the cost of Replacement of Your Insured Property if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. **a**. due to a Catastrophe; or

b. other Event which occurs not later than 60 days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period; and

2. the Event giving rise to the loss is admitted as a claim under Section 1 – Insured Property.

Special Benefits

Special Benefits are included in addition to the Sum Insured for Section 7 – Catastrophe Insurance.

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under Section 7 – Catastrophe Insurance, is limited to the percentages shown below, of the Sum Insured for Section 7 – Catastrophe Insurance or such other percentage as We may agree in writing.

a. Special Benefit 1 15%;

b. Special Benefit 2 5%;

c. Special Benefits 3 and 4 combined 5%.

1. Temporary Accommodation / Rent – extended period of cover

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. under Section 7 – Catastrophe Insurance of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.a. of Section 1 – Insured Property is expended until the time Your Lot/Unit can be re-occupied following completion of rebuilding, repairs or Replacement.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area, We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. under Section 7 – Catastrophe Insurance of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.b. of Section 1 – Insured Property is expended until the time Your Lot/Unit or Common Area is re-let following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

2. Temporary Accommodation – escalation in cost

When You occupy Your Lot/Unit We will pay for Escalation in the Cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. under Section 7 – Catastrophe Insurance of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

We will pay from the time Temporary Accommodation is obtained until the time Your Lot/Unit can be re-occupied following completion of rebuilding, repairs or Replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

- removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- storing the undamaged portion at that place or an equivalent alternate place;
- returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;
- insuring Your undamaged Insured Property during such removal, storage and return. We will pay if the Damage to Your Insured Property is due to:
- a Catastrophe, or other Event referred to in Clause 1.b. under Section 7 – Catastrophe Insurance of 'What We insure'; and

- the Damage to Your Insured Property is admitted as a claim under Section 1 – Insured Property.

The amount We pay will be reduced by any amount payable for such costs under Section 1 – Insured Property.

4. Cost of Evacuation
When You occupy Your Lot/Unit for residential purposes We will pay for the Cost of Evacuation for You, or any person or persons permanently residing with You at the time immediately prior to such a happening, necessarily incurred following an order issued by a public or statutory authority, body, entity or person so empowered by law, to evacuate Your Lot/Unit:

- due to the happening of a Catastrophe; and
- the Damage to Your Lot/Unit is admitted as a claim under Section 1 – Insured Property.

Any Cost of Evacuation so payable will be reduced by any amount paid or payable by way of compensation by any public or statutory authority.

Claims – how We will settle Your claim

The basis upon which the amount payable, as escalation in the cost of Replacement is to be calculated, is the difference between:

a. the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1(b) under Section 7 – Catastrophe Insurance of 'What We insure'; and

b. the greater of either:

i. the cost that would have applied to rebuild, repair or replace Your Insured Property under Section 1 – Insured Property immediately prior to the Catastrophe; or

ii. the Sum Insured in force under Section 1 – Insured Property at the time of the Catastrophe, or other Event referred to in Clause 1.b. under Section 7 – Catastrophe Insurance of 'What We insure'.

Special Provisions

1. No payment will be made under Section 7 – Catastrophe Insurance, until such time as the greater amount determined in accordance with the provisions of Clause (b) of 'Claims – how We will settle Your claim' has been fully expended in Replacement of Your Insured Property.

2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening, giving rise to a claim under Section 7 the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:

a. the accepted building industry cost standards orrecognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;

b. any extra cost necessarily incurred to comply with any public or statutory authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the Damage;

c. architects' fees, surveyors' fees and any other professional fees;

d. legal fees reasonably and necessarily incurred in making submissions or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts as a result of Damage to Your Insured Property;

e. fees, contributions or imposts payable to any public or statutory authority to obtain consent to rebuild, replace or repair Your Insured Property.

3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under Section 7 – Catastrophe Insurance may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

Special Condition

Section 7 – Catastrophe Insurance is subject to the same terms, conditions and exclusions as Section 1 – Insured Property, except as they may be expressly varied.

Special Definitions

The words listed below have been given a specific meaning and apply to Section 7 – Catastrophe Insurance when they begin with a capital letter.

Catastrophe
means an Event which is sudden and widespread and which causes substantial Damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Cost of Evacuation
means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

Escalation in the Cost of Temporary Accommodation
means, when a Lot/Unit in Your Insured Property is occupied by a Lot Owner, the difference between:

a. the amount of money payable for rental of a residential building or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your Insured Property, following a Catastrophe or other loss referred to in Clause 1.b. under Section 7 – Catastrophe Insurance of 'What We insure'; and

b. the cost of Temporary Accommodation that would have applied had the Catastrophe not occurred.

Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses is issued on a Claims made and notified basis. This means Parts A, B and C of Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses respond to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

Part A: Government Audit Costs

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part A: Government Audit Costs of Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses in the Schedule, for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with an Audit first notified to You verbally or in writing during the Period of Insurance or within 30 days thereafter.

We will not pay more than the Sum Insured for Part A: Government Audit Costs for:

a. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;

b. all Claims reported in any one Period of Insurance.

Additional Benefit

1. Record Keeping Audit
We will pay up to $1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with a Record Keeping Audit.

Specific Exclusions

1. We will not pay for Professional Fees:

a. if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:

i. received any notice of a proposed Audit;

ii. had information that an Audit was likely to take place;

iii. had information that would indicate to a reasonable person that an Audit was likely to take place.

b. if a return, or a document required to be lodged in relation to an Audit, has not been lodged:

i. at all;

ii. properly;

iii. by the due date.

c. for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:

i. any act or omission by You; or

ii. any failure, act or omission arising from or in connection with Your statutory obligations.

d. charged by someone other than a Professional Adviser unless We have given Our prior written consent, which We will not unreasonably withhold.

e. relating to the Audit of Your taxation and financial affairs unless the return is first lodged:

i. during the Period of Insurance; or

ii. not more than 12 months prior to the original inception date of Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses; or

iii. relates to a return for a financial year not more than three years prior to the date You received notification of an Audit.

f. relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch.

g. if You breach any conditions in this Policy, including failing to comply with any requirement imposed by any relevant legislation or failing to do what We require You to do if You intend to make a Claim or You make a Claim.

2. We will not under any circumstances pay for the cost of:

a. any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges;

b. any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee-related legislation or regulations;

c. the gathering of Data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

Specific Conditions

1. We require You to:

a. make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;

b. lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;

c. upon becoming notified of an Audit or impending Audit promptly inform Flex by telephone, in writing or in person;

d. obtain Flex's written approval, which We will not unreasonably withhold, before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge.

2. An Audit commences:

a. at the time You first receive notice that an Auditor proposes to conduct an Audit; and

b. is completed when:

i. the Auditor has given written notice to that effect; or

ii. the Auditor notifies You that it has made a Final Decision of a Designated Liability; or

iii. when the Auditor has issued an assessment or amended assessment of a Designated Liability.

Part B: Appeal Expenses – common property, health and safety breaches

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part B: Appeal Expenses of Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses in the Schedule for Appeal Expenses You necessarily incur with Our consent, which We will not unreasonably withhold, in appealing against:

a. the imposition of an improvement or prohibition notice under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or

b. the determination under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated of a review committee, arbitrator, tribunal or Court.

We will not pay:

a. unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that Period of Insurance or within 30 days thereafter;

b. more than the Sum Insured for Part B: Appeal Expenses for:

i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;

ii. all Claims reported in any one Period of Insurance.

The imposition of an improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Part C: Legal Defence Expenses

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part C: Legal Defence Expenses of Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses for Legal Defence Expenses, You necessarily incur with Our written consent, which We will not unreasonably withhold, in connection with litigation arising out of a Claim made or brought against You, less any Excess shown in the Schedule:

a. in connection with the ownership of Your Common Area and Insured Property;

b. under the Competition and Consumer Act 2010 (Cth) or under any other consumer protection legislation;

c. arising out of any dispute with an employee, former employee or prospective employee:

i. concerning the terms and conditions of their contract of employment or alleged contract of employment with You;

ii. leading to civil or criminal proceedings under any racial or sexual discrimination legislation.

We will not pay:

a. unless:

i. any such Claim is first made or first brought against You during the Period of Insurance;

ii. You report it to Us during that Period of Insurance or within 30 days thereafter;

iii. there are reasonable grounds for the defence of any such Claim.

b. more than the Sum Insured for Part C: Legal Defence Expenses for:

i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;

ii. all Claims reported in any one Period of Insurance.

Excess

For each and every Claim, You must pay or contribute a minimum amount of $1,000 unless otherwise shown in the Policy Schedule.

Specific Exclusions

1. We do not insure Legal Defence Expenses for any Claim:

a. which You have pursued or defended without Our written consent, which We will not unreasonably withhold;

b. which You have pursued or defended contrary to or in a different manner from that advised by the Appointed Representative;

c. arising from an act, omission, liability or Event for which indemnity is otherwise provided under Section 2 – Liability to Others or Section 5 – Office Bearers' Legal Liability or would have been provided if Section 2 – Liability to Others or Section 5 – Office Bearers' Legal Liability were operative;

d. arising from circumstances that You knew of prior to the inception of this Section of the Policy, or a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a Claim against You;

e. arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or

attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;

f. between You and Us including Our directors, employees or servants;

g. which involves a conflict of duty or interest of Yours;

h. made or threatened or in any way intimated on or before the inception date shown in the Schedule, except as otherwise provided by Specific Condition 4. Continuous cover;

i. first notified to Us more than 30 days after the expiry of this Policy, except as otherwise provided by Specific Condition 4. Continuous cover.

2. We will not be liable for:

a. the cost of litigation or proceedings initiated by You;

b. the payment of any compensation or Damages of any kind other than Your liability to pay fees, expenses and disbursements of other persons or entities by reason of an order of any Court, Arbitrator or Tribunal.

Specific Conditions

1. Appeal procedure
If You are dissatisfied with any decision made by a Court or Tribunal and wish to appeal against that decision, You must:

a. make a written application to Us for Our written consent, which We will not unreasonably withhold, at least ten business days prior to the expiry of the time for instituting an appeal; or

b. if the time allowed by law to appeal is less than five business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this Event We will pay all costs involved.

2. Bill of costs
You must forward to Us all bills of costs, Tax Invoices or other communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval, which We will not unreasonably withhold, enter into any agreement with the Appointed Representative as to their fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are covered by this Policy.

3. Consent
We will not be liable to indemnify You unless You have first obtained Our specific written consent, which We will not unreasonably withhold, to incur Legal Defence Expenses in the defence of any Claim brought against You. The granting of any such consent will not be unreasonably withheld after You have given notice to Us of any occurrence or circumstance that might result in a Claim being made or proceedings instituted against You.

4. Continuous cover
Should a Claim arise, which should have been or could have been notified to Us during a prior Period of Insurance when this Policy was operative, We will accept the notification of such Claim.

Provided that:

a. We have continuously been the Insurer(s) between the date when such notification should have been given and the date when such notification was given; and

b. the terms and conditions applicable to Specific Condition 4. Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy under which the notification should have or could have been given.

5. Information to be given to the Appointed Representative
You will at all times and at Your own expense give to the Appointed Representative all relevant information and assistance as reasonably required. You will give a complete and truthful account of the facts of the case, shall supply all relevant documentary and other evidence in Your possession relating to the Claim, will obtain and sign all relevant documents required to be obtained and signed and will attend any meetings or conferences reasonably requested.

6. Nomination of Appointed Representative
If You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may reasonably accept or refuse such nomination and provide You with Our reason for reaching this decision. Alternatively, You may request

Us to nominate Your own solicitor to act as the Appointed Representative.

If agreement cannot be reached on the appointment of an Appointed Representative, the President of the Law Society within Your State will be requested to nominate an Appointed Representative. Until the Representative is appointed, We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests. In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. Offer of settlement
You must inform Us as soon as practicable and reasonable if You receive an offer to settle a Claim. If such offer of settlement is considered to be fair and reasonable and You withhold Your agreement to this settlement offer and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of the settlement offer.

If You refuse a recommendation by the Appointed Representative to settle a Claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of Your refusal.

8. Our access to the Appointed Representative
You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any information, report documents or advice relating to the Claim notwithstanding any perceived or actual prejudice if the Appointed Representative refuses to make the information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. Recovery of Legal Defence Expenses
If You are awarded costs, You must take all reasonable steps to recover the fees and expenses for which You are indemnified by this Policy. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. Reporting and notice
A specific Claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act that is covered under this Policy.

Specific Definitions

The words listed below have been given a specific meaning and apply to Section 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses when they begin with a capital letter.

Appeal Expenses
means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent, which We will not unreasonably withhold, in connection with a Claim brought against You.

Appointed Representative
means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any Claim and Legal Defence Expenses are payable under this Policy.

Audit
means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with Superannuation Industry Supervision Act 1993 (Cth) and Workers Compensation Returns.

Auditor
means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Claim, Claims
means:

- **a**. a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or
- **b**. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or
- **c**. a criminal proceeding commenced by a summons or charge against You.

Designated Liability
means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision
means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement which is intended by

the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses
means:

- **a.** fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any Claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such Claim;
- **b.** fees, expenses and disbursements incurred by persons or entities other than You in so far as You are liable to pay such fees, expenses and disbursements by reason of an order of any Court, Arbitrator or Tribunal;
- **c.** legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser
means:

- **a.** an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- **b.** any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees
means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- **a.** form part of an annual or fixed fee or cost arrangement; or
- **b.** relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- **c.** were rendered by a third party and Our written consent was not obtained, before those fees were incurred; or
- **d.** relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit
means any enquiry or investigation to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

Section 9 – Lot Owners' Fixtures and Improvements

What We insure

If selected and shown in the Schedule and You have exhausted the Sum Insured under Section 1 – Insured Property, We insure You up to the Sum Insured shown for Section 9 – Lot Owners' Fixtures and Improvements in the Schedule for Damage to Lot Owners' Fixtures and Improvements. The Event must be claimable under Section 1 – Insured Property and must occur during the Period of Insurance.

Section 9 – Lot Owners' Fixtures and Improvements is subject to the same terms, conditions, and exclusions as Section 1 – Insured Property, except as may be expressly varied and recorded in the Schedule.

Claims – how We will settle Your claim

If Lot Owners' Fixtures and Improvements are Damaged and Your claim is covered, We will either replace, repair or pay the amount it would cost to replace or repair the Damage.

The amount We pay under Section 9 – Lot Owners' Fixtures and Improvements will be the cost of Replacement at the time of Replacement subject to the following provisions:

a. the necessary work of replacing or repairing the Damage must be commenced and carried out without unreasonable delay;

b. if You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay extra costs that result from that delay;

c. where materials used in the original construction are not readily available, We will use the nearest equivalent available;

d. when We want to replace or repair and You do not want this to occur We will only pay Indemnity Value.

e. where We can offer repair or replacement through a preferred supplier, but instead You request and We agree to pay a cash settlement, then the amount will not normally exceed what We would have paid Our preferred supplier or an amount calculated on an indemnity settlement basis should there be no preferred supplier solution.

We will not pay for the cost to:

i. replace undamaged Lot Owners' Fixtures and Improvements;

ii. replace or repair illegal installations.

Specific Definitions

The words listed below have been given a specific meaning and apply to Section 9 – Lot Owners' Fixtures and Improvements.

Lot Owners' Fixtures and Improvements
means any fixture or structural improvement, other than Floating Floors, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

General Exclusions

These General Exclusions apply to all Sections of the Policy. In addition to these General Exclusions, each Section of the Policy will be subject to Specific Exclusions.

What We will not pay

We will not pay for any loss, Damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

1. Terrorism Exclusion
Any Act of Terrorism regardless of any other cause or Event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. Asbestos
Liability to pay for personal injury or property Damage caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.

3. Electronic Data
Losses or Damage to Electronic Data, except as provided for by Special Benefit 9 – Damaged office records, under Section 1 – Insured Property.

4. Intentional Damage
Any deliberate or intentional Damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent.

5. Radioactive Contamination and Explosive Nuclear Assemblies Exclusion

a. loss or destruction of or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

b. any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from:

i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

6. War and Civil War Exclusion
directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to property by or under the order of any government or public or local authority.

7. Communicable Disease

1. This Policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical Damage occurring during the Period of Insurance. Consequently, and notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, Damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this clause, loss, Damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

a. for a Communicable Disease; or

b. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a. 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; and

b. 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 or between organisms; and

c. the disease, substance or agent can cause or threaten 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 insured hereunder.

4. This clause applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s) except as listed in point 5 below.

5. Note however that for the purpose of Section 1 – Insured Property Special Benefit 1 only, this clause shall not apply to the following Covered Diseases where there is an occurrence originating at Your insured location:

Covered Diseases
means Measles; Meningococcal infection/disease; Gastroenteritis; Legionellosis (Legionnaires Disease); Salmonellosis (Salmonella Infection); and Escherichia coli Infection, as defined (if so defined) in the Communicable Diseases Network Australia (CDNA) national surveillance case definitions published by the Department of Health (or otherwise), as at the date of inception or renewal of this Policy, but in each case, excluding variations or mutations of those diseases (unless expressly included in the CDNA definitions).

All other terms, conditions and exclusions of the Policy remain the same.

8. Cyber and Data Exclusion
Notwithstanding any provision to the contrary within this Policy or any Endorsement to this Policy – this Policy excludes any:

a. Cyber Loss;

b. loss, Damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, Replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or Event contributing concurrently or in any other sequence thereto.

In the Event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This clause supersedes and, if in conflict with any other wording in the Policy or any clause thereto having a bearing on Cyber Loss or Data, replaces that wording.

9. Laws impacting cover
We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for Us to do so.

10. Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause
This clause shall be paramount and shall override anything contained in this insurance inconsistent herewith.

1. In no case shall this insurance cover loss, Damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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. The exclusion in this sub-clause 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 other similar peaceful purposes;

e. any chemical, biological, biochemical or electromagnetic weapon.

11. Electronic Date Recognition Exclusion
This Policy does not cover any loss, Damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

a. the calculation, comparison, differentiation, sequencing or processing of Data involving the date change to the year 2000, or any other date change, including leap year calculations, by any Computer System, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or

b. any change, alteration, or modification involving

the date change to the year 2000, or any other date change, including leap year calculations, to any such Computer System, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or Event that contributes concurrently or in any sequence to the loss, Damage, cost, claim or expense.

12. Biological or Chemical Materials Exclusion
It is agreed that this insurance excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or Event contributing concurrently or in any other sequence thereto.

13. Radioactive Contamination Exclusion Clause – Physical Damage – Direct
This Policy does not cover any loss or Damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused * NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or Damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or Damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

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