



# Residential Strata Plan Insurance

PRODUCT DISCLOSURE STATEMENT  
& POLICY WORDING





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QM 8026 0919

Effective Date: 3 September 2019

# Product Disclosure Statement

## Important Information and Notices

This document is a Product Disclosure Statement (PDS) and is also Our insurance Policy Wording. Please note that it operates as a PDS under the *Corporations Act 2001* (Cth).

Other documents may comprise Our PDS and We will specifically tell You if this is the case in the relevant document.

This document contains important information to help You understand this insurance. It is up to You to choose the cover You need. This document contains information which can help You decide. Please read it carefully.

Any advice that may be contained within this PDS or accompanying material does not take into account Your individual objectives, financial situation or needs. You should carefully consider the information provided having regard to Your personal circumstances to decide if this insurance is right for You.

This PDS was prepared on 7 August 2019.

## The Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFS Licence No. 239545) (QBE) of Level 5, 2 Park Street Sydney.

## Authority to act on Our behalf

We have given CHUISAVER Underwriting Agency Pty Ltd trading as Flex Insurance Pty Ltd a binding authority to market, underwrite, settle claims and administer this Policy on QBE's behalf.

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

Under the terms of this binding authority Flex Insurance acts as Our agent, and not Yours, but liability within the terms and conditions of the Policy remains at all times with Us.

## About FLEX Insurance

CHUISAVER trading as Flex Insurance is a specialist strata and community title insurance intermediary and holds an Australian Financial Service Licence (AFS Licence No. 491113) to issue and advise on general insurance products. CHUISAVER's ABN is 85 613 645 239 and We can be contacted at [www.flexinsurance.com.au](http://www.flexinsurance.com.au).

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

## 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:

- a** all of the Product Disclosure Statement. This information is designed to help You understand this insurance and Your rights and obligations under it;
- b** the Policy Wording part. It tells You about:
  - i** what makes up the insurance (i.e. Your contract with Us which is what We call a Policy);
  - ii** important definitions that set out what is meant by certain words (see General Definitions and Specific Definitions under Sections 1 to 10);
  - iii** the cover We can provide (see Sections 1 to 10);
  - iv** when You are not insured (see General Exclusions and Specific Exclusions under Sections 1 to 10);
  - v** what You and We need to do in relation to claims (see Claims Conditions);
  - vi** Your and Our cancellation rights (see General Conditions);
- c** any Schedule (refer to the definition of Schedule) when it is issued to You; and
- d** 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.

## Receiving Your Policy Documents

You may choose to receive Your Policy documents:

- a** electronically, including but not limited to email; or
- b** by post.

If You tell Flex Insurance to send Your Policy documents electronically, Flex Insurance will send them to the email address that You have provided. This will continue until You tell Flex Insurance otherwise or until Flex Insurance advises that this method is no longer suitable. Each electronic communication will be deemed to be received by You twenty-four (24) hours after it leaves Flex Insurance's information system. If You do not tell Flex Insurance to send Your Policy documents electronically, the Policy documents will be sent to the mailing address that You have provided.

You are responsible for ensuring that the email and mailing address that Flex Insurance has is up to date. Please contact Flex Insurance to change Your email or mailing address.

## Significant features and benefits

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 only if specified as applicable in the Schedule.

### Section 1 – Insured Property

We insure You up to the Sum Insured shown on the Schedule for Section 1 – Insured Property for accidental loss or damage to Your Insured Property that occurs during the Period of Insurance. We provide cover for loss or damage to Your Insured Property for Flood unless endorsed otherwise on the Schedule.

We also provide cover for Additional Benefits following insured loss or 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 for 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.

Also there are Optional Benefits available. Details of the Optional Benefits are set out under the heading 'Optional Benefits' in Section 1 – Insured Property of the Policy.

See Section 1 of the Policy Wording for details of the cover, conditions, exclusions and limits that apply.

### Section 2 – Liability to Others

We will indemnify You up to the Limit of Liability shown on the Schedule for Section 2 – Liability to Others if You become legally liable to pay compensation for Personal Injury or Property Damage resulting from an occurrence in connection with the ownership of 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.

See Section 2 of the Policy Wording for details of the cover, conditions, exclusions and limits that apply.

### Section 3 – Voluntary Workers

We 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 of such Voluntary Worker sustaining bodily injury during the Period of Insurance:

- a whilst engaging in work on Your behalf; and
- b caused solely by violent, accidental, external and visible means; and
- c which, independently of any other cause results in one of the insured events as set out in the Table of Benefits.

See Section 3 of the Policy Wording for details of the cover, conditions, exclusions and limits that apply.

#### **Section 4 – Workers Compensation**

If Your Insured Property is situated in the Australian Capital Territory, Tasmania or Western Australia, and You select Workers Compensation cover We will insure You for all amounts You become legally liable to pay to Your employees under the Workers Compensation Legislation in the State or Territory in which Your Insured Property is situated.

The cover under Section 4 - Workers Compensation does not include claim preparation, costs and fees.

See Section 4 of the Policy Wording for details of the cover, conditions, exclusions and limits that apply.

#### **Section 5 – Fidelity Guarantee**

We will indemnify You up to the Sum Insured shown on the Schedule for Section 5 - Fidelity Guarantee for the fraudulent misappropriation of Your Funds committed during the Period of Insurance.

See Section 5 of the Policy Wording for details of the cover, conditions, exclusions and limits that apply.

#### **Section 6 – 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 this Section 6 – Office Bearers' Legal Liability will not exceed the Limit of Liability shown on the Schedule and is inclusive of the claimant's costs and expenses and the Defence Costs incurred by Us during the currency of any one Period of Insurance.

See Section 6 of the Policy Wording for details of the cover, conditions, exclusions and limits that apply.

#### **Section 7 – Machinery Breakdown**

We insure You up to the Sum Insured shown on the Schedule for Section 7 – Machinery Breakdown for the breakdown of working electrical, electronic and mechanical machinery and plant that forms part of Your Insured Property or its services.

See Section 7 of the Policy Wording for details of the cover, conditions, exclusions and limits that apply.

#### **Section 8 – Catastrophe Insurance**

We insure You up to the Sum Insured shown on the Schedule for Section 8 – Catastrophe Insurance for the unexpected 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 sixty (60) days after the Catastrophe; and

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

See Section 8 of the Policy Wording for details of the cover, conditions, exclusions and limits that apply.

### **Section 9 - Government Audit Costs, Appeal Expenses and Legal Defence Expenses**

If selected We can provide cover for the cost of professional fees if You are audited by the Australian Tax Office or another government organisation (see Part A of Section 9).

We can also provide cover for the cost of appealing against common property health and safety breaches (see Part B of Section 9) as well as the cost of defending litigation brought against You under the *Competition and Consumer Act 2010* (Cth), employment legislation or as owner of Your common property other than as covered under Sections 2 – Liability to Others and Section 6 – Office Bearers’ Legal Liability (see Part C of Section 9).

See Section 9 of the Policy Wording for details of the cover, conditions, exclusions and limits that apply.

### **Section 10 - Lot Owners’ Fixtures and Improvements**

Lot Owners do from time to time replace existing or install additional fixtures and fittings in their lot/unit without the Body Corporate being aware of such improvements.

As a consequence the cost of these improvements may not be included when arriving at the building replacement cost, thus increasing the possibility of under-insurance in the event of a major loss.

This Policy covers the replacement cost of such installations following loss or damage by any Event not excluded under Section 1 or General Exclusions.

See Section 10 of the Policy Wording for details of the cover, conditions, exclusions and limits that apply.

### **Significant Risks**

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 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.

### **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 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 where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination;



- b** the actual or alleged use or presence of asbestos;
- c** ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

### Conditions

You must meet certain conditions for Your insurance cover to apply. For full details of all the conditions of cover that apply, please read the Policy in full. The following are examples only.

- 1** You must pay or contribute the amount of any Excess shown in this Policy or on the Schedule for each claim made. Payment of the Excess may be requested when the claim is lodged, or may be deducted from Our payment.
- 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** You must pay Your premium on time otherwise Your insurance may not operate. If You have not paid the premium by the due date or Your payment is dishonoured We may cancel the Policy. Flex Insurance will do so by providing You with written notice.
- 4** When renewing Your insurance with Us, You must advise Us of any changes to Your claims or insurance history. Flex Insurance will notify You in writing of any effect a change may have on Your insurance renewal.

## Monetary limits on the cover

We can insure You up to the amount of the Sum Insured or other specified limits for Your Insured Property. These amounts are listed in the specific Sections of the Policy or on 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 Yourself You may have to bear the uninsured proportion of any loss Yourself.

You should also advise Flex Insurance of any changes in the details of the information You have given Us, otherwise Your insurance may not be sufficient. Changes might include alterations to Your Insured Property.

## Payment of Excesses

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

If We agree to pay Your claim, We will deduct the Excess from the amount of the claim We will pay to You.

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

## GST information

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 Insurance);
- b** the Sum Insured and other limits of insurance cover shown on 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.

## Cost of Your Policy

The amount that We charge You for this insurance when You first acquire Your Policy and when You renew Your Policy is called the premium. The premium is the total that We calculate when considering all of the factors which make up the risk, such as:

- a** the Sum(s) Insured;
- b** the address of Your Insured Property;
- c** Your insurance history;
- d** the security features of Your Insured Property.

The total cost of Your Policy is shown on the Schedule and is made up of Your premium plus government taxes such as Stamp Duty, GST, any Fire Service Levy (where applicable).

## Paying Your premium

Various options are available for paying Your premium including:

- a** annual payment by credit card, BPAY, EFT/direct deposit;
- b** monthly or annual instalments by direct debit from Your credit card or bank, building society or credit union account.

## Other costs, fees and charges

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

COSTS OR FEES	DETAILS
<b>Administration Fee</b>	An administration fee is payable by You to cover Flex Insurance's administration cost of preparing and distributing Your Policy. The administration fee is noted on 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.
<b>Refund of Premium</b>	You may cancel Your Policy at any time. If You choose to cancel Your 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.
<b>Instalment Fee</b>	If You choose to pay Your premium in monthly instalments, an instalment fee of \$66 inclusive of GST may apply. This fee will cover Flex Insurance's administration costs of processing Your instalment plan. The fee will be divided equally and charged across the number of instalments. The instalment fee 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.
<b>Commissions</b>	SGL or Flex Insurance may receive a commission payment from Us when Your Policy is issued and renewed. If You cancel Your Policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to the Financial Services Guide, or contact SGL or Flex Insurance directly.

## 21 day cooling-off period

If You want to return Your insurance after Your decision to buy it, You may cancel it and receive a full refund. To do this We must receive Your request either in writing or via email within twenty-one (21) days of You receiving the Schedule.

This cooling-off right does not apply if You have made or are entitled to make a claim. Even after the cooling-off period ends You still have cancellation rights. Please see General Conditions.

## Cancellation

You may cancel the Policy at any time by notifying Us in writing. We may cancel the Policy where We are entitled to by law.

Further details about cancellation are shown in the General Conditions.

## Making changes to the Policy

If You want to make any changes to the Policy please contact Flex Insurance. 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 Insurance in either writing, email or by phone to confirm any transaction under Your Policy if You do not already have the required Policy confirmation details.

## Your duty of disclosure

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, that 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:

- a reduces the risk We insure You for;
- b or is common knowledge;
- c or We know or should know as an insurer;
- d 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 tell Us, 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.

## Claims made and Notified Insurance

Section 6 - Office Bearers' Legal Liability and Section 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provide 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 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 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 cannot refuse to pay a claim which arises out of those facts, when made, because it was made after the expiry of the Policy.

## The General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice. The aims of this Code are fully supported by Flex Insurance.

The Code aims to:

- a** commit Us to high standards of service;
- b** promote better, more informed relations between Us and You;
- c** maintain and promote trust and confidence in the general insurance industry;
- d** provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You;
- e** promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from Flex Insurance or from [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## How to make a claim

To make a claim, please contact Flex Insurance by calling 1300 201 021, emailing [claims@flexinsurance.com.au](mailto:claims@flexinsurance.com.au) or by addressing your claim to Level 33, 101 Miller Street, North Sydney NSW 2060. Flex Insurance also has an After Hours Emergency Claims Hotline that You can contact on 1800 022 444.

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

Having the required documentation and possibly photographs of the items will assist in having Your claim assessed and settled. When You make a claim You must:

- a** provide details of the incident and when requested complete the claim form that is sent You;
- b** allow us to inspect Your Insured Property and take possession of any damaged item(s);
- c** take all reasonable steps to reduce the damage or loss and prevent further loss or damage;
- d** inform the police immediately following theft, vandalism, malicious damage or misappropriation of Money or property;

- e not dispose of any damaged items without first seeking our approval; and
- f not get repairs done, except for essential temporary repairs, for which we reserve the right to choose the repairer or supplier until You are given authority.

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.

## Resolving Complaints and Disputes

At QBE and Flex Insurance, we are committed to providing You with quality products and delivering the highest level of service.

QBE and Flex Insurance also do everything we can to safeguard Your privacy and the confidentiality of Your personal information.

### Something not right?

QBE and Flex Insurance know sometimes there might be something You are not totally happy about, whether it be about our staff, representatives, products, services or how we've handled Your personal information.

#### Step 1 – Talk to Flex Insurance

If Your complaint relates to a claims decision or Flex Insurance service provider, please initially contact the Flex Insurance Claims Handler who is handling the Claim. If Your complaint relates to an underwriting decision (or anything else), please contact the Flex Insurance representative who originally assisted You. When You make Your complaint please provide as much information as possible. Flex Insurance are ready to help You resolve your issue, aiming to resolve all complaints within fifteen (15) business days.

#### Step 2 – Escalate Your complaint

If Flex Insurance haven't responded to Your complaint within fifteen (15) days, or if You're not happy with how Flex Insurance tried to resolve it, You can ask for Your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide Flex Insurance's final decision within fifteen (15) business days of Your complaint being escalated, unless You have agreed to Flex Insurance's request to be given more time.

#### Step 3 – Still not resolved?

If You're not happy with the final decision, or if Flex Insurance have taken more than forty-five (45) days to respond to You from the date You first made Your complaint, You can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to You. Flex Insurance is bound by AFCA decisions - but You're not. You can contact AFCA directly and they'll advise You if Your dispute falls within their Rules.

### *Disputes not covered by the AFCA Rules*

If Your dispute doesn't fall within the AFCA Rules, or You are not satisfied with Flex Insurance's decision then You may wish to seek independent legal advice.

### *Privacy complaints*

If You are not satisfied with Flex Insurance's final decision and it relates to Your privacy or how Flex Insurance has handled Your personal information, You can contact the Office of the Australian Information Commissioner (OAIC).

## **Contacting QBE's CCU, AFCA or the OAIC**

### **How to contact QBE Customer Care**

<b>Phone</b>	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
<b>Email</b>	<ul style="list-style-type: none"><li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li><li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact Us about privacy or Your personal information.</li><li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li></ul>
<b>Post</b>	Customer Care, GPO Box 219, Parramatta NSW 2124

### **How to contact AFCA**

<b>Phone</b>	1800 931 678 (free call)
<b>Email</b>	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
<b>Online</b>	<a href="http://www.afca.org.au">www.afca.org.au</a>
<b>Post</b>	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

### **How to contact the OAIC**

<b>Phone</b>	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
<b>Email</b>	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
<b>Online</b>	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Privacy

In this Privacy Notice, the use of 'We', 'Our' or 'Us' means QBE and Flex Insurance unless specified otherwise.

Our Privacy Policies describe how We collect, disclose, store and use personal information as well as how to access it, correct it or make a complaint. When We say personal information We may also mean sensitive information such as health information, criminal history or professional memberships that's relevant to Us issuing, administering or managing products or providing services and the terms on which We will do these things. We use personal information to issue, administer and manage products and provide services.

You can view QBE's Privacy Policy at [www.qbe.com.au/privacy](http://www.qbe.com.au/privacy), or to obtain a copy by phoning Us on 133 723 or requesting it from Our authorised representatives or service providers. You can view Flex Insurance's Privacy Policy at [www.flexinsurance.com.au](http://www.flexinsurance.com.au) or obtain a copy by phoning Flex Insurance's Privacy Officer on (02) 9307 6656.

We may share Your information with other QBE Group companies, Our authorised representatives and service providers, each of which may be based outside of Australia.

By giving Us personal information You consent to Us collecting, disclosing, storing and using it in accordance with Our Privacy Policies. If You give Us someone else's personal information You confirm You have obtained their consent to do so.

If You don't provide all of the personal information We've requested We may be unable to issue, administer or manage products or provide services.

## Financial Claims Scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent You may be entitled to access the FCS, provided You meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

**Phone** 1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).

Calls from mobiles, public telephones or hotel rooms may attract additional charges.

**Online** [www.fcs.gov.au](http://www.fcs.gov.au)

## Updating the PDS

From time to time and where permitted by law, We may change parts of the PDS. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance may be found on the Flex Insurance website at [www.flexinsurance.com.au](http://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.

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

Our liability is limited to:

- a** the Period of Insurance shown on the Schedule;
- b** the Policy sections set out on the Schedule; and
- c** the Sum(s) Insured and Limit(s) of Liability set out in the Schedule unless We have agreed to pay more as an additional benefit.

It is very important that You read this Policy carefully and make sure You are satisfied with this insurance.

## Payment of premium

Provided We receive the premium, We will insure You as set out in this Policy and the Schedule in respect of an Event occurring during the Period of Insurance.

# 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. They will be defined in those Sections.

## Act of Terrorism

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

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

### **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.

### **Depreciation**

means the reduction in the value of the item due to Wear and Tear.

### **Earth Movement**

means heavage, landslide, land-slippage, mudslide, settling, shrinkage, subsidence or collapse.

### **Electronic Data**

means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

### **Endorsement**

means a written alteration to the terms, conditions and limitations of this Policy which is shown on 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 loss or damage, or series of loss or damage happening from that one Event, that is claimable under this Policy.

### **Excess**

means the amount You must pay towards a claim. You will find the amount of any Excess shown on the Schedule or within the Policy.

### **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.

### **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 and structural improvements other than Floating Floors;
- 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-commercial purposes and which do not provide 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;

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.

#### **2 Common Area Contents**

Common Area Contents means (but not so as to limit the generality thereof):

- 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, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required 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 garden appliances not required 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;
- 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** paint and wallpaper and temporary wall, floor and ceiling coverings within a Lot/Unit (if Your Situation is in New South Wales or Australian Capital Territory);
- g** 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);
- h** parts of the Building or any Common Area Contents which are for a Lot Owner's exclusive use.

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.

### **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 6 – Office Bearers' Legal Liability.

## **Lot/Unit**

means an area shown on a plan as a lot or unit in the Strata Legislation where Your 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, 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, 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.

## **Money**

means current coin, bank notes, currency notes, cheques, credit card sales and/or discount house vouchers, postal orders, money orders, unused postage and revenue stamps and including the value of stamps contained in franking machines.

## **Owners Corporation**

means the same as Body Corporate when referred to in the Strata Legislation.

## **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 4pm on the day of expiry. The expiry date is shown on the Schedule.

## **Policy**

means this Product Disclosure Statement and Policy Wording, the Schedule and any Endorsements issued to You.

## **Rainwater**

means the rain which falls naturally from the sky. It includes Rainwater run-off over the surface of the land but not Flood.

## **Rent**

means, as regards any Lot/Unit or part of Your Common Area leased to a tenant, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' payable by a tenant or lessee) that applied immediately prior to loss or 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 twenty-five percent (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 Insured or Limit 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.

## Situation

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

## Storm

means a violent wind sometimes combined with thunder, heavy falls of rain, hail or snow.

## Strata Legislation

means the respective State Legislation applying where Your Building is situated and includes the following Acts or similar legislation:

- a** *Strata Schemes Management Act 2015* (NSW)
- b** *Owners Corporation Act 2006* (Vic)
- c** *Unit Titles Act 2001* (ACT)
- d** *Strata Titles Act 1998* (Tas)
- e** *Body Corporate and Community Management Act 1997* (Qld)
- f** *Strata Titles Act 1985* (WA)
- g** *Strata Titles Act 1988* (SA)
- h** *Unit Titles Scheme 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 – Workers Compensation, Section 5 – Fidelity Guarantee, Section 7 – Machinery Breakdown, Section 8 – Catastrophe Insurance, Section 9 - Government Audit Costs, Appeal Expenses and Legal Defence Expenses and Section 10 - Lot Owners' Fixtures and Fittings

### **Temporary Accommodation**

means, as regards any Lot/Unit occupied by the Lot Owner, an amount up to \$1,000 per week calculated on the basis of the annual rentable value (including any 'outgoings' that would have been payable by a tenant or lessee) that would have applied immediately prior to the happening of loss or damage.

### **Tsunami**

means a sea or ocean wave caused by an earthquake, earth tremor or seismological disturbance under the sea.

### **Vehicle**

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 damage or a reduction in value through age, ordinary use or lack of maintenance.

### **We, Our, Us, the Insurer**

means:

- means QBE Insurance (Australia) Limited ABN 78 003 191 035, AFS Licence No. 239545.

## You, Your

means:

**a in respect of Section 1 - Insured Property and Section 8 - Catastrophe Insurance:**

the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

- i the interest therein of Members;
- ii Lot Owners in respect of Special Benefits 1 and 6 of Section 1 – Insured Property;
- iii Lot Owners in respect of Special Benefits 1, 2 and 4 of Section 8 – Catastrophe Insurance.

**b in respect of Section 2 - Liability to Others:**

the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule including:

- i the interest therein 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 on the Schedule.

**c in respect of 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 on the Schedule.

**d in respect of Section 4 - Workers Compensation, Section 5 - Fidelity Guarantee, Section 7 – Machinery Breakdown and Section 9 - Government Audit Costs, Appeal Expenses and Legal Defence Expenses:**

the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule.

**e in respect of Section 6 - 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. in respect of Section 10 - Lot Owners' Fixtures and Improvements:**

the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule including the interest therein 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 Your Policy. Any person covered by Your Policy or claiming under it must also comply with these conditions.

If You or someone covered under Your Policy, do not meet these conditions or make a fraudulent claim We may:

- a** refuse to pay Your claim or reduce what We pay for Your claim; or
- b** cancel Your Policy.

### 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 Alteration of risk

You must promptly advise Us of any changes in the details of the information You have given Us, or if the nature of the occupation or other circumstances affecting Your Insured Property is changed in such a way as to increase the risk of loss or damage or the likelihood of liability losses.

If You do not do so We may not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

### 3 Excess

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

With the exception of the Earthquake Excess and Water damage Excess in Section 1 – Insured Property, should more than one Excess be payable for any claim arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

### 4 Joint insureds

When more than one party is named on the Schedule as an insured We will treat each as a separate and distinct party.

The words You, Your, Yours will 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 or other Policy limit for any one Event or occurrence is not thereby increased.

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.

## 5 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 total loss;
- b when We pay the full Sum Insured;
- c to Section 6 – Office Bearers’ Legal Liability;
- d to Section 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

## 6 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.

## 7 Paying by instalments

Where You pay Your premium by instalments the following will apply:

- a We will not pay any claim if at the time the incident giving rise to the claim occurred, at least one instalment of premium remained unpaid for fourteen (14) days or more;
- b 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 may refuse to pay Your claim;
- c in the event of a claim, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of Your claim;
- d if the financial institution holding Your account returns or dishonours a direct debit payment due to lack of funds in Your account, We will charge You for any direct or indirect costs which We incur arising from the payment being returned or dishonoured;
- e if Your direct debit details change You must tell Us no later than seven (7) days before Your next instalment is due;
- f at renewal, We’ll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless You tell Us to stop Your direct debit.

## 8 Subrogation, recovery action & uninsured loss

We may at any time, 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 Your Policy as a result of the incident, We may offer to attempt to recover this. You may also specifically ask Us to recover this 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. You may need to contribute to legal costs in some circumstances.

## 9 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.

## 10 Severability/Non-imputation/Innocent Non-disclosure

We agree that where this Policy insures more than one party, where one party:

- a failed to comply with the duty of disclosure; or
- b 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.

## 11 You must disclose all previous claims

You are asked at the time You take out this insurance to give Us full and correct details concerning any:

- a renewal or insurance policy declined, cancelled or refused, or where any excess was imposed;
  - b claim refused by an insurer;
  - c claim made; in relation to You;
- because any of these may affect the premium and extent of insurance.

For example We may be entitled to:

- i charge You an additional premium;
- ii impose (back dated) restrictions declining Your insurance back to when this information should have been advised to Us;
- iii decline to insure You;
- iv refuse a claim.

When renewing Your Policy with Us You must also advise Us of any changes to Your claims or insurance history. We will notify You in writing of the effect a change may have on Your renewal.

## 12 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 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 Limit of Liability, 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.

## 13 Cancellation - how Your Policy may be cancelled

### Cancellation by You

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

## Instalments

Where You pay Your premium by monthly instalments and We have not received an instalment payment, We will send You a notice in writing regarding Your non-payment at least fourteen (14) calendar days before any cancellation by Us for non-payment.

If after sending the above notice We do not receive the instalment payment, We will send You a second notice in writing, either:

- a prior to cancellation, informing You that Your Policy is being cancelled for non-payment; or
- b within fourteen (14) days after cancellation by Us, confirming Our cancellation of Your Policy.

## 14. 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.

# Claims Conditions

## 1 What You must do

As soon as You discover that an Event 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 inform the police immediately following theft, vandalism, malicious damage or misappropriation of Money or property.

## 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.

## 3 How to make a claim

When You make a claim You must:

- a promptly inform Flex Insurance by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is late 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 promptly 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 require it;
- d be interviewed about the circumstances of the claim, if We require this;

- e allow Us to inspect Your Insured Property and take possession of any damaged item to deal with it in a reasonable way;
- f provide Us as soon as possible 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.

#### **5 Repairs or Replacement**

We have the right to nominate the repairer or supplier to be used. 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 You will enter into that agreement with the third party as Our agent unless We otherwise advise in writing.

#### **6 You must assist Us**

Before We will pay anything under this Policy, You must:

- a comply with all the requirements of this Policy; and
- b give Us all 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 Claim administration and legal proceedings**

When a claim is admitted under this Policy, We have the right at Our discretion to exercise all Your legal rights relating to the Event and to do so in Your name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that We may consider is necessary.

#### **9 Salvage value**

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

#### **10 Contribution**

If at the time any claim arises under this Policy there is any other insurance in force covering the same liability, in part or in full, You must promptly notify Us of full details of such other insurance, including the identity of the insurer(s) and the policy number(s), and such further information as We may reasonably require.

Subject to the *Insurance Contracts Act 1984* (Cth), We reserve the right to seek a contribution from the other insurer(s).

# 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 Act of Terrorism

any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.

### 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 to Electronic Data. However cover is otherwise provided by this Policy for losses to Electronic Data arising out of fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact, aircraft and/or other aerial device and/or articles dropped therefrom, sonic boom, theft which is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such Electronic Data, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising, Storm, Rainwater, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

### 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 Nuclear

ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

### 6 War, expropriation

war or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillage following any of these, or the expropriation of property.

### 7 Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

# 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 – Insured Property on the Schedule, against accidental loss or damage to Your Insured Property which occurs during the Period of Insurance.

## Additional Benefits

When Your Sum Insured under Section 1 – Insured Property is not exhausted We will pay the following incurred as a result of loss or damage that is admitted as a claim under Section 1 - Insured Property:

### 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;

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 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 Storm damage to gates and fences

loss or damage to gates and fences as a result of Storm, but We will not pay:

- a if gradually operating causes (such as but not limited to Wear and Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the loss or damage;
- b unless We are notified and given a reasonable time to inspect the loss or damage before any repair or Replacement is commenced.

## 6 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 prior to You incurring these costs, the most We will pay for this Additional Benefit is \$5,000.

## 7 Tsunami damage

loss or damage to Your Insured Property caused by a Tsunami.

## 8 Welfare concern

loss or 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.

## Special Benefits

Special Benefits are included in addition to Your Sum Insured for Section 1 – Insured Property.

### 1 Temporary Accommodation / Rent / contributions / storage

#### a Temporary Accommodation

Where 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:

- i by loss or damage 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 You reoccupy Your Lot/Unit following completion of rebuilding, repairs or Replacement or twelve (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 twelve (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:

- i** by loss or damage 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.

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 twelve (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 twelve (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 fifteen percent (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:

- a** during the construction period:
  - pay up to \$100,000 for loss or 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.
- b** upon practical completion:
  - pay up to \$250,000 for loss or damage to the completed works by an Event claimable under Section 1 – Insured Property provided:
    - i** You notify Us within sixty (60) days of the practical completion of such alterations, additions or renovations; and
    - ii** if requested You pay any extra premium We may charge.

## **3 Environmental improvements**

If Your Insured Property is:

- a damaged by an Event claimable under Section 1 – Insured Property; and
- b the cost to rebuild, replace or repair the damaged portion is more than twenty-five percent (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 \$1,000 in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind. This is provided the liquid in the tanks, apparatus or pipes is causing permanent damage to Your Insured Property.

The \$1,000 limit under this Special Benefit 4 includes 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 \$2,000 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 \$2,000 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 \$1,000 for the Indemnity Value of personal property of others (including

employees) which are lost or damaged by an Event claimable under Section 1 – Insured Property while in Your physical or legal control.

## 9 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 lost or damaged by an Event claimable under Section 1 – Insured Property while anywhere in Australia.

## 10 Removal, storage costs

We will pay up to \$2,000 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 loss or 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 cost of fees and other expenses You necessarily incur with Our written consent in the preparation of a claim under this Section 1 – Insured Property.

## Optional Benefits

The following optional benefits are operative when shown as ‘selected’ on the Schedule.

### 1 Lot/Unit wall coverings - New South Wales and Australian Capital Territory only

When Your Sum Insured under Section 1 – Insured Property 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 Optional Benefit is limited to the room, hallway or passageway where the loss or damage occurs. This Optional Benefit is only available in New South Wales and the Australian Capital Territory.

### 2. Increased exploratory costs, replacement of defective parts

If selected, the Special Benefit 4 entitled ‘Exploratory costs, replacement of defective parts’ the

amount We will pay will increase from \$1,000 to \$10,000. However, We will not pay more than \$1,000 for the costs incurred in:

- a repairing or replacing the defective part or parts of such tanks, apparatus or pipes;
- b rectifying contamination damage or pollution damage to land at Your Situation caused by the escape of liquid.

### **3 Extended Temporary Accommodation and Loss of Rent**

If selected, Special Benefit 1 entitled 'Temporary Accommodation/Rent/contributions/storage' the amounts We will pay for:

#### **Temporary Accommodation**

- under Clause a.i. from the time of the Event until the time You reoccupy Your Lot/Unit following completion of rebuilding, repairs or replacement; and
- under Clause a.ii. from the time of the Event until the time when access to Your Lot/Unit is re-established.

#### **Loss of Rent**

- under Clause b.i. 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; and
- under Clause b.ii. from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established;
- the cost You necessarily incur to abate the Rent of Your Tenant during this disruption from the time of the Event until the time when this disruption has ceased but in all not exceeding a maximum of three (3) months.

### **4 Fusion**

If selected, 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 (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 repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

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**

We will at Our option repair or replace the Insured Property or pay 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 make any deduction for Depreciation in respect of parts replaced. We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

For the purposes of this Optional Benefit Specific Exclusion n in this section is deleted in its entirety.

### **5 Floating floors**

If selected, the definition 'Insured Property' 'Building' Clause b is extended to include floating floors.

### **6 Fallen Trees**

If selected, the Special Benefit 5 entitled 'Fallen trees' the amount We will pay will increase from \$2,000 to \$3,500.

### **7 Landscaping**

If selected, the Special Benefit 6 entitled 'Landscaping' the amount We will pay will increase from \$2,000 to the lesser of one percent (1%) of the Building Sum Insured or \$50,000.

### **8 Fire extinguishing**

If selected, the Special Benefit 7 entitled 'Fire Extinguishing' is extended to include the following additional covers:

We will pay for the reasonable costs and expenses You necessarily incur in:

- a replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems; and
- b shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

### **9 Personal Property of others**

If selected, the Special Benefit 8 entitled 'Personal Property of Others', the amount We will pay will increase to from \$1,000 to \$5,000.

### **10 Removal, storage costs**

If selected, the Special Benefit 10 entitled 'Removal, storage costs' the amount We will pay will increase from \$2,000 to \$15,000.

### **11 Temporary Accommodation/Rent/contributions/storage**

If selected, the Special Benefit 1 entitled 'Temporary Accommodation/Rent/contributions/storage' is extended to include the following:

#### **c Disease, murder and suicide**

We will pay for:

- i the cost of Temporary Accommodation You necessarily incur;
- ii the actual Rent You lose;  
if You are not permitted to occupy Your Lot/Unit or Common Area by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:
  - the discharge, release or escape of legionella or other airborne pathogens from water

- tanks, water systems, air-conditioning plant cooling towers and the like;
  - a human infectious or contagious disease;
  - murder or suicide;
- occurring at Your Situation.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of fourteen (14) days, whichever first occurs.

#### **d Failure of supply services**

We will pay for:

- i the cost of Temporary Accommodation You necessarily incur;
- ii the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from damage by an Event claimable under Policy 1 – Insured Property happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than forty-eight (48) hours We will pay from the time of the failure until the time such services are reinstated, or for a period of thirty (30) days, whichever first occurs.

#### **e Cost of reletting**

When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs up to \$1,000 a Lot/Unit or Common Area if it is made unfit to be occupied for its intended purpose due to:

- i damage to Your Insured Property that that is admitted as a claim under Section 1 – Insured Property; and
- ii Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Lot/Unit or Common Area they previously leased.

### **12 Emergency accommodation**

If selected, 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.

### **13 Arson reward**

If selected, 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 information or

in such other manner as We may decide.

#### **14 Electricity, gas, water and similar charges – excess costs**

If selected, 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.

#### **15 Keys, lock replacement**

If selected, 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.

#### **Specific Exclusions**

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

- a** Storm or Rainwater damage to retaining walls;
- b** lack of maintenance, rust, oxidation, corrosion, mould, 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** non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of;
- d** overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current unless power surge when such Event is confirmed by the power authority. However, We will pay for any resultant destruction, loss or damage following any of the events referred to in this Clause d;
- e** any action of the sea, high water or high tide, storm surge or tidal wave. However We will pay if the loss or damage is due to Tsunami;
- f** 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 loss or 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);



- g** underground (hydrostatic) water. However We will pay if the loss or damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;
- h** 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;
- i** inherent vice, latent defect, animals including birds, termites, insects, or mildew. However We will pay if any of these causes directly result in loss or 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, 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** fusion to electric motors

We will not pay for loss or damage to:

- a** 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;
- b** carpets and other floor coverings resulting from staining, fading or fraying. However We will pay if the loss or damage directly results from any other Event claimable under Section 1 – Insured Property;
- c** boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof;
- d** 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;
- e** 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 before the commencement of such work. However, We will pay for loss or damage which results from any other Event claimable under Section 1 – Insured Property;
- f** keys that are stolen;
- g** Money.

We will not pay for:

- a** 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;

- b** the cost of rectifying faulty or defective materials or faulty or defective workmanship or faulty or defective design;
- c** consequential loss, loss of use or Depreciation other than as specifically provided under an operative Additional Benefit or Special Benefit.

## Claims - how We will settle Your claim

### 1 Replacement

If Your Insured Property is damaged, We may choose to 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, 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 We will only pay Indemnity Value.

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

- a** rebuild or replace Your undamaged Insured Property;
- b** rebuild, replace or repair illegal installations.

For each and every claim You have to pay the amount of Excess shown in Section 1 – Insured Property or on the Schedule.

### 2 Undamaged part of Insured Property, foundations and footings

If Your Insured Property is damaged and any Public or Statutory Authority requires replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

### **3 Undamaged materials**

If part of Your Insured Property is damaged by an insured Event and We agree to pay Your claim, We pay only for the part or parts of the Insured Property that actually sustained damage. We do not pay to replace any undamaged materials.

However, if it is impossible to acquire new material to replace the damaged material that reasonably matches the undamaged portion to a similar extent as immediately prior to the damage occurring, and the amount of damaged material that cannot be matched to the undamaged material is more than forty percent (40%) of the total material that would have to be replaced if all the matching damaged and undamaged material was replaced, then We will replace both the damaged and undamaged material.

More specifically:

#### **For floor and wall coverings, blinds and curtains**

For wall coverings, and carpets and other floor coverings, curtains and internal blinds, We pay only for items in the room, hall or passage where the damage occurred.

#### **For matching décor**

However, if carpets and other floor coverings, curtains or internal blinds are damaged, and We agree to repair or replace them, and You reasonably need to replace or modify undamaged carpet, floor coverings, curtains or blinds respectively to match the carpets, other floor coverings, curtains or internal blinds that We have repaired or replaced, then We will pay the reasonable costs of replacing or modifying undamaged carpet, floor coverings, curtains or blinds. The most We will pay for each claim, or series of claims arising from one Event is \$500. You must actually incur the costs of replacing or modifying the undamaged carpet, floor covering, curtains or blinds before You can claim these costs.

### **4 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; or

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.

## 5 Land Value

We will pay the difference between Land Value before and after loss or 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.

## Special Provisions

- 1 Under Clauses 2, 4 and 5 above, Our liability is limited to the extent to which the Sum Insured for Section 1 – Insured Property is not otherwise expended.
- 2 Under Clauses 2 and 5 above, any differences relating to value may by agreement between Us be referred to the President of the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if We so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

## Specific Conditions

### Earthquake Excess

You have to pay or contribute in relation to earthquake or seismological disturbance the first \$1,000 per Lot/Unit up to a maximum of \$20,000 in total of the cost of loss or damage which occurs during any one period of seventy-two (72) consecutive hours.

### Unoccupancy Excess

An Excess of \$2,500 will apply to Section 1 – Insured Property claims if fifty percent (50%) or more of the available Lots/Units are unoccupied at the time of loss.

### Jetty, Marina, Pontoon, Wharf Excess

An Excess of \$5,000 will apply to Section 1 – Insured Property for loss or damage to jetties, marinas, pontoons or wharves.

### Water damage Excess

The following Excess will apply to Section 1 – Insured Property for loss or damage caused by:

- a Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry water;
- b Rainwater; or
- c Flood.

The Excess payable will be shown on the Schedule.

### **Other Excesses**

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

## 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 on 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 loss or 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.

## 5 Watercraft

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding eight (8) 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 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 on the Schedule for Section 2 - Liability to Others.

## Optional Benefits

The following optional benefits are operative when shown as 'selected' on the Schedule.

### 1. Car park liability

If selected, We agree to extend cover under the heading 'What We insure' up to the Limit of Liability specified in the Schedule for Section 2 - Liability to Others for 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.

### 2. Hiring out of sporting and recreational facilities

If selected, We agree to extend cover under the heading 'What We insure' up to the Limit of Liability specified in the Schedule for Section 2 - Liability to Others for 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.

### 3. Wheelchairs, garden equipment, other vehicles

If selected, We agree to extend cover under the heading 'What We insure' up to the Limit of Liability specified in the Schedule for Section 2 - Liability to Others for compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any wheelchair, 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.

#### 4 Court appearance

If selected, 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

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. This exclusion does not apply to an 'eligible person' as defined under the *Workers Compensation and Rehabilitation Act 2003* (QLD);
- 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 an operative Additional Benefit 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 the publication or utterance of a defamation, libel or slander:
  - 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 an operative Additional Benefit 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 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 under any contract or agreement with Your Body Corporate Manager/Agent pertaining to Your ownership of the Insured Property.
- 11 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;
- 12 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;
- 13 for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You;
- 14 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 violent, 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:	
i a weekly benefit of or if higher	\$500
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$1,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$250
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$500

insured event	Benefit
<b>7</b> The reasonable and necessary cost of hiring or employing domestic assistance following certification 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	<b>\$250</b>
<b>8</b> 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	<b>\$1,000</b>

### Specific Exclusions

We will not pay:

- 1
  - a for more than one of insured events 6a and 6b in respect of the same period of time;
  - b under insured events 6a and 6b in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;
  - c under insured events 6a and 6b in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;
  - d under insured event 7 in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;
  - e in respect of children under the age of twelve (12) years;
  - f unless the results of bodily injury manifests itself within twelve (12) months of sustaining such bodily injury;
  - g unless the Voluntary Worker, as soon as possible after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;
  - h any benefits which are considered to be 'health insurance business' as defined in the *Private Health Insurance Act 2007* (Cth) and its regulations; or
  - i any benefits We are prevented from paying under any law in any jurisdiction, including under the *National Health Act 1953* (Cth) or the *Health Insurance Act 1973* (Cth).
- 2 We will not pay benefits with respect to any insured events arising out of:
  - a intentional self-injury or suicide, or any attempt thereat;
  - 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 a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.

## Specific Conditions

- 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 compensation payable will be cumulative up to one hundred percent (100%) of the compensation 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, at Our discretion, 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 when they begin with a capital letter.

### Partial Disablement

means partial disablement which entirely prevents a Voluntary Worker from carrying out the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, **ANY** of them.

### Total Disablement

means total disablement which entirely prevents a Voluntary Worker from carrying out all of the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, **ALL** of them.

## Section 4 – Workers Compensation

The Schedule will show if You are insured for workers compensation for employees in the State or Territory where Your Insured Property is situated.

When You are covered for workers compensation for employees We will insure You for all amounts You become legally liable to pay to Your employees under the workers compensation legislation in the State or Territory in which Your Insured Property is situated.

## Section 5 – Fidelity Guarantee

### What We insure

If selected and shown in the Schedule We will, up to the Sum Insured stated on the Schedule, indemnify You in respect of the 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 the Period of Insurance for Section 5 - Fidelity Guarantee;
- 4 any claims arising out of losses discovered more than twelve (12) months after the expiry of Section 5 - Fidelity Guarantee, or any renewal thereof.

### Specific Definition

The word listed below has been given a specific meaning and applies to Section 5 - 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 6 – Office Bearers’ Legal Liability

This Section 6 - Office Bearers’ Legal Liability is issued on a Claims made and notified basis. This means Section 6 - Office Bearers’ Legal Liability responds to Claims first made against You during the Period of Insurance and notified to Us during that Period of Insurance.

### What We insure

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

- 1 pay on Your behalf all Loss for which You are not indemnified by Your Body Corporate; or
- 2 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 during the Period of Insurance against:
    - i You, individually or otherwise; or
    - ii against Your Body Corporate Manager/Agent while acting as an Office Bearer;
  - and
  - b reported to Us during the Period of Insurance or within thirty (30) days thereafter.

Provided that Claims which do not comply with all of Clauses a and b above are not, other than as provided under Special Benefit 2 of Section 6 - Office Bearers’ Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Section 6 - Office Bearers’ Legal Liability will not in the aggregate exceed the Limit of Liability stated on 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

We agree that in relation to any Claim under Section 6 - 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 elect to conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
  - ii in any other case, We may at Our discretion pay the Defence Costs arising from such Claim.

Provided always that in the event the Claim is withdrawn or that indemnity under Section 6 - 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 We are satisfied that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.



## 2 Continuous cover

We agree that 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 6 - 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 6 - 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 and to that notification will be the terms and conditions, including the Limit of Liability and deductible, applicable to this Section 6 - Office Bearers' Legal Liability under which the notification should have or could have been given.

## 3 Extended period of cover

We agree that should a Claim, fact or circumstance arise within a period of thirty (30) days following the expiry date of Section 6 - 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 6 - Office Bearers' Legal Liability.

Provided always that the terms and conditions applicable to this Special Benefit 3 and to that notification will be the terms and conditions, including the Limit of Liability and deductible, applicable to this Section 6 - Office Bearers' Legal Liability Insurance 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 6 - 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, 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 a publication or utterance of a libel or slander or other defamatory 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 the powers of You 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 on the Schedule, except as otherwise provided in Special Benefit 2 of Section 6 - Office Bearers' Legal Liability;
- 12 Claims first notified to Us after the expiry of Section 6 - Office Bearers' Legal Liability, except as otherwise provided in Insuring Clause b of Section 6 - Office Bearers' Legal Liability;
- 13 Claims brought against Your Body Corporate Manager/Agent, other than as covered under Clause 2a ii of this Section 6 - 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 legal proceedings in connection therewith, 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.

### Reporting and notice

A specific Wrongful Act will be considered to have been first reported to Flex Insurance on 1300 201 021, emailed to [claims@flexinsurance.com.au](mailto:claims@flexinsurance.com.au) or addressed to Level 33, 101 Miller Street, North Sydney NSW 2060:

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

We agree that where Section 6 - Office Bearers' Legal Liability insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

- a failed to comply with the duty of disclosure in terms of the *Insurance Contracts Act 1984* (Cth); or
- b made a misrepresentation to Us before this contract of insurance was entered into; or
- c failed to comply with any terms or conditions of Section 6 - Office Bearers' Legal Liability;

will not prejudice the right of the remaining party or parties to indemnity as may be provided by Section 6 - Office Bearers' Legal Liability.

Provided always that:

- i such remaining party or parties be entirely innocent of and have no prior knowledge of any such conduct; and
- ii as soon as is reasonably practicable upon becoming aware of any such conduct advise Us in writing of all known facts in relation to such conduct.

## Subrogation

In the event of a payment under Section 6 - Office Bearers' Legal Liability to or on Your behalf We will, subject to the *Insurance Contracts Act 1984* (Cth), be subrogated to all Your rights of recovery against all persons or organisations and You will execute and deliver instruments and papers and do all that is 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 6 - Office Bearers' Legal Liability when they begin with a capital letter.

### Claim

means:

- a a written or verbal allegation of any Wrongful Act; or
- b a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or
- c a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

### 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 Schemes Management Act 2015* (NSW), *Strata Titles Act 1988* (SA), *Body Corporate and Community Management Act 1997* (Qld), *Owners Corporations Act 2006* (Vic) or similar legislation applying where Your Insured Property and Common Area is situated;
- b** a Body Corporate Manager/Agent 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 policy year in which any of such Wrongful Acts is first reported to Us.

## Section 7 – Machinery Breakdown

### What We insure

If selected and shown in the Schedule We will insure You against 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:

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

### Additional Benefits

Additional Benefits are included when Your Sum Insured under Section 7 – 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 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, stationery and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant 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 damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul;
- 4 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;
- 5 damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement;
- 6 loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts;
- 7 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

We will at Our option repair or replace the Insured Item or pay 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 make any deduction for Depreciation in respect of parts replaced.

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.

## Specific Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Section 7 – Machinery Breakdown when the words begin with a capital letter.

### Insured Damage

means sudden and accidental physical loss or 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 7 – Machinery Breakdown.

### Insured Item

means:

- a lifts, elevators, escalators and inclinator 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 8 – Catastrophe Insurance

### What We insure

If selected and shown in the Schedule We will insure You up to the Sum Insured shown for Section 8 – Catastrophe Insurance on the Schedule, against the Escalation in the cost of Replacement of Your Insured Property if it is destroyed, or We declare it 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 sixty (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 Your Sum Insured for Section 8 – Catastrophe Insurance.

#### 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:

- i due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- ii the loss or 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 1a of Section 1 – Insured Property is expended until the time You reoccupy Your Lot/Unit 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:

- i due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- ii the loss or 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 1b of Section 1 – Insured Property is expended 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.

## **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:

- a** due to the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- b** the loss or 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 You reoccupy Your Lot/Unit following completion of rebuilding, repairs or replacement.

## **3 Removal, storage**

We will pay for the costs You necessarily incur in:

- a** removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- b** storing the undamaged portion at that place or an equivalent alternate place;
- c** returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;
- d** insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the loss or damage to Your Insured Property is due to:

- a** the happening of a Catastrophe, or other Event referred to in Clause 1b of 'What We insure'; and
- b** 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 You, or any person or persons permanently residing with You at the time immediately prior to such a happening, necessarily incur following an order issued by a Public or Statutory Authority, Body, entity or person so empowered by law, to evacuate Your Lot/Unit:

- a** due to the happening of a Catastrophe; and
- b** the loss or 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.

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under Section 8 – Catastrophe Insurance is limited to the percentages shown hereunder of the Sum Insured for Section 8 – Catastrophe Insurance or such other percentage as We may agree in writing.

- a** Special Benefit 1 fifteen percent (15%);
- b** Special Benefit 2 five percent (5%);
- c** Special Benefits 3 and 4 combined five percent (5%).

### 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 as 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 1b 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 in terms of Section 8 – Catastrophe Insurance immediately prior to the Catastrophe; or
  - ii** the Sum Insured in force under Section 8 – Catastrophe Insurance at the time of the Catastrophe, or other Event referred to in Clause 1b of 'What We insure'.

### Special Provisions

- 1** No payment will be made under Section 8 – 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 8 – Catastrophe Insurance a Qualified Valuer, Loss Adjuster or other suitably qualified person will use as the basis of certification:
  - a** the accepted building industry cost standards or recognised 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 happening of the loss or damage;
  - c** Architects' fees, surveyors' fees and any other professional fees;
  - d** legal fees 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 loss or 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 8 – Catastrophe Insurance may by agreement between Us and You be referred to the President of the Australian Property Institute Inc. who will appoint a registered and qualified valuer whose decision will, if We both so agree, be binding and who will at the same time decide as to payment of the costs of such referral.

### **Special Condition**

Section 8 – Catastrophe Insurance is subject to the same terms, Conditions and Exclusions as Section 1 – Insured Property and the General Exclusions except as they may be expressly varied herein.

### **Special Definitions**

The words listed below have been given a specific meaning and apply to Section 8 – 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 1b of 'What We insure'; and
- b the cost of Temporary Accommodation that would have applied had the Catastrophe not occurred.

## Section 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

### Specific Definitions

The words listed below have been given a specific meaning and apply to Section 9 – 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 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 with respect to which 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 in relation to which 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.

## 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 for Professional Fees You reasonably incur with Our written consent in connection with an Audit first notified to You verbally or in writing during the Period of Insurance or within thirty (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 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.
- 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 twelve (12) months prior to the original inception date of Section 9 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses; or

- iii** relates to a return for a financial year not more than three (3) 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 You must 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. You must:

- 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 CHU by telephone, in writing or in person;
- d** obtain CHU's written approval 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 for Appeal Expenses You necessarily incur with Our consent 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 thirty (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 for Legal Defence Expenses You necessarily incur with Our written consent 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* (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 thirty (30) days thereafter;
  - iii We agree 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;
  - 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 6 – Office Bearers’ Legal Liability or would have been provided if Section 2 – Liability to Others or Section 6 – 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 thirty (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 further written application to Us for Our written consent at least five (5) clear 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 (5) clear 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 Us all bills of costs 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 enter into any agreement with the Appointed Representative as to the level of 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 insured by this Policy.

### 3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent to incur Legal Defence Expenses in the defence of any Claim instituted 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

We agree that 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 always that:

- a We have continuously been the insurer 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 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 such information and assistance as required. You will give a complete and truthful account of the facts of the case, shall supply all documentary and other evidence in Your possession relating to the Claim, will obtain and sign all documents required to be obtained and signed and will attend any meetings or conferences when requested.

## **6. Nomination of Appointed Representative**

You may request Us to nominate a solicitor to act as Your Appointed Representative or 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 accept or refuse such nomination without giving a reason.

If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period 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 immediately if You receive an offer to settle a Claim. If such offer of settlement is, in Our judgment, considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

Further 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 such 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. However You will not be prejudiced if the Appointed Representative refuses to make such 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 such 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.

## Section 10 – 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 10 – 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 10 – Lot Owners’ Fixtures and Improvements is subject to the same terms, conditions and exclusions as Section 1 – Insured Property as they may be expressly varied herein.

### Claims - how We will settle Your claim

If Lot Owners’ Fixtures and Improvements are Damaged, We may choose to either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under Policy 10 – 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 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 any 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 wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.

We will not pay for the cost to:

- a replace undamaged Lot Owners’ Fixtures and Improvements;
- b replace or repair illegal installations.

### Specific Definitions

The phrase listed below has been given a specific meaning and applies to Section 10 – Lot Owners’ Fixtures and Improvements when it begins with a capital letter.

#### 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.

### Optional Benefit

If selected and shown in the Schedule, the above definition for Lot Owners’ Fixtures and Improvements is extended to include floating floors.









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