



BUILT FOR BROKERS,  
BETTER FOR EVERYONE

# STRATA**SELECT**INSURANCE



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# Product Disclosure Statement

## About the Product Disclosure Statement

This Product Disclosure Statement ('PDS') will assist You to make an informed decision about Your insurance. It contains information about the Policy, its features, benefits, risks and costs. Please read it carefully. We recommend You read the PDS in conjunction with the Policy.

Any advice that may be contained in this PDS is General Advice only. General Advice is advice that has been prepared without considering Your individual objectives, financial situation or needs. Therefore before acting on this General Advice, You should consider the appropriateness of the General Advice having regard to Your objectives, financial situation or needs.

This PDS is dated 24 November 2022 and is effective from 1 December 2022 (ref: CCQUS SS1222).

## About Lloyd's

Your Insurer(s) are certain underwriters at Lloyd's. Certain underwriters at Lloyd's are authorised by the Australian Prudential Regulation Authority ('APRA') under the provisions of the *Insurance Act 1973* (Cth) to conduct insurance business in Australia.

Lloyd's is the world's specialist insurance and reinsurance market.

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

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

You should contact your insurance intermediary in the first instance in relation to this insurance.

## About the Agent

QUS Pty Ltd ('QUS') (ABN 92 122 665 310, AFSL 321877), acts under a binding authority given to it by Us, to administer and issue policies, alterations and renewals. In all aspects of arranging the Policy, QUS acts as an agent for the Insurer(s) and not for You.

Any matters or enquiries in relation to Your Policy You may have should be directed to QUS at:

**Telephone:** 1300 814 011

**Email:** [qus@qus.com.au](mailto:qus@qus.com.au)

**Post:** PO Box 10552, Brisbane Adelaide Street, Queensland 4000

## Types of Cover

The Policy document comprises eight different types of cover, set out in Sections, which You may require. You can choose the cover from one or more of these Sections which You believe will best suit Your needs.

## Significant Features and Benefits

The following is a summary of the significant benefits and features of the cover offered. This is a summary only. You should read the entire Policy to make Yourself aware of the cover offered and to ensure the cover offered meets Your needs.

## Product Disclosure Statement cont'd

### Section 1 – Property Insured

We provide cover for accidental loss and damage to Property Insured. We also provide cover for automatic and optional additional benefits following insured loss or damage which are included in the Sum Insured or paid in addition to the Sum Insured.

The Schedule and or Policy wording details the coverages for the additional benefits and the limits in respect of the Sum Insured.

### Section 4 - Voluntary Workers Personal Accident

Cover for Voluntary Workers who suffer bodily injury as a result of violent, accidental, external and visible means while they are engaged in unpaid work for You.

The Schedule and or Policy wording details the coverages for the additional benefits and the limits in respect of the Sum(s) Insured.

Please note that in some States it is compulsory to take out voluntary workers insurance.

### Significant Features and Benefits – Other Sections of the Policy

Section 2 - Property Owners Legal Liability	Cover for compensation You become legally liable to pay for Personal Injury and Property Damage
Section 3 - Fidelity Guarantee	Cover up to the amount shown in the Schedule for fraudulent misappropriation of funds set aside for the purpose of management of the Body Corporate
Section 5 - Office Bearer's Liability	Cover up to the amount shown in the Schedule for the legal liability of Office Bearers for any Wrongful Act they commit
Section 6 - Machinery Breakdown	Covers electrical, electronic and mechanical machinery, boilers and pressure vessels and other plant
Section 7 - Legal Expenses	Cover up to the amount shown in the Schedule for Legal Expenses in defence of workplace occupational health and other specified disputes
Section 8 - Audit Expenses	Cover up to the amount shown in the Schedule for the fees of a Professional Adviser in relation to an Audit of Your Business by the Australian Taxation Office or any other Government agency

## Significant Risks

### Exclusions

The Policy will not provide insurance cover under certain circumstances. For full details of all the exclusions that apply, please read the Policy in full.

### Conditions

You must meet certain conditions for Your insurance cover to apply. For example, You must pay the premium. If You do not meet the conditions of cover, We may refuse to pay a claim or reduce the amount that We pay for any claim. For full details of all the conditions of cover that apply, please read the Policy in full.

## Product Disclosure Statement cont'd

### Endorsements

We may impose additional terms, conditions or exclusions to Your cover or alter the terms, conditions or exclusions of Your cover. If We do this, it will be recorded on the Schedule and You will be advised at the time You take out cover or when You alter Your cover or when Your cover is renewed. You should read these additional or altered terms, conditions or exclusions in conjunction with the Policy to make sure that You understand the effect they have on Your insurance cover.

### Limits of Cover

Our liability is limited to the amounts shown in the Schedule. Limits of cover as well as sub limits of cover may also be shown in certain Sections of the Policy. You need to decide if the limits of cover are appropriate for You. If they are not, You may be underinsured and may be required to bear part of any loss Yourself. Please contact Your insurance intermediary if You require higher limits of cover.

### Excess

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, or We will ask You to pay the Excess to a supplier, repairer, or to Us.

The Excess payable by You is shown in Your Policy unless it is specifically noted in the Schedule to be otherwise.

### 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 We calculate when considering all factors which make up the risk, such as:

- > the type of cover You choose;
- > the location of the property being insured;
- > the type of property being insured;
- > the construction of the property being insured;
- > the security of the property being insured;
- > the Sum(s) Insured chosen by You;
- > whether Your Building contains commercial or residential Lots/Units or both;
- > if Your Building contains commercial Lots/Units, the occupation and use of those Lots/Units;
- > Your insurance history.

The total cost of Your Policy is shown on Your Schedule and is made up of Your premium plus Government taxes or charges such as Goods and Services Tax ('GST') and Stamp Duty.

## Product Disclosure Statement cont'd

### Other Costs, Fees and Charges

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

Costs or Fees	Details
Refund of premium and cancellation	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.
Administration Fee	<p>QUS may charge You an Administration Fee of \$275 inclusive of GST. The Administration Fee, if applicable, is stated in Your insurance Schedule/tax invoice. QUS can tell You the exact fee at the time You contact us. The Administration fee is payable by You to cover the service and associated administration of the service(s) provided to You by QUS.</p> <p>The Administration Fee applies to each Policy issued or renewed through QUS.</p> <p>The Administration Fee is not refundable in the event of cancellation unless the insurance Policy is cancelled either within the cooling-off period or is a full-term cancellation.</p>
Endorsement Fee	Any change that results in an additional premium to Your Policy throughout the Period of Insurance may incur an Endorsement Fee in the range of \$0 - \$55 inclusive of GST and will be shown in Your insurance Schedule/tax invoice. The Endorsement Fee is not refundable in the event of cancellation.
Commissions	<p>QUS receive a commission which is calculated as a percentage of the premium less any relevant taxes, charges and levies. The commission is paid at a rate of 10%. The commission is included in the total amount You pay for the insurance Policy and is not in addition to the insurance Policy.</p> <p>The commission applies to each insurance Policy issued or renewed through QUS. The commission may not be refundable in the event of cancellation unless the insurance Policy is cancelled either within the cooling-off period or is a full-term cancellation.</p>

## Product Disclosure Statement cont'd

### Duty of Disclosure

#### **Your Duty to take reasonable care not to make a misrepresentation (applicable to Section 1 - Property Insured and Section - 4 Voluntary Workers Personal Accident)**

If You enter into a contract for this insurance product, and the strata building covered by this insurance is wholly or partially used for residential purposes, You have a duty to take reasonable care not to make a misrepresentation in accordance with the following:

You have a duty to take reasonable care not to make a misrepresentation to Us before the contract of insurance is first entered into. You have the same duty when You renew, extend, vary or reinstate the contract.

This means that You must take reasonable care to answer accurately and completely all of the questions We ask You. If You are unsure about the requirements of any of Our questions, please tell Us. If You need to check Your records or other information before answering, please make sure You do so. In answering Our questions, You should also make sure You provide accurate and complete answers for anyone else to whom the questions apply.

Your compliance with this duty is very important as We make Our decisions whether to insure You and, if so, on what terms based on the information You provide.

If You fail to take reasonable care and make a misrepresentation to Us, We may be entitled to:

- > cancel Your contract;
- > deny a claim or reduce the amount We will pay You if You claim; or
- > if the misrepresentation was made fraudulently, treat the Policy as if it never existed.

#### **Your Duty of Disclosure (applicable to Section 2 - Property Owners Legal Liability, Section 3 - Fidelity Guarantee, Section 5 - Office Bearer's Liability, Section 6 - Machinery Breakdown, Section 7 - Legal Expenses and Section 8 - Audit Expenses)**

If You enter into a contract for this insurance product, and the strata building covered by this insurance is not wholly or partially used for residential purposes, the following Duty of Disclosure will apply:

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

You have this duty until We agree to insure You.

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

You do not need to tell Us anything that:

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

#### **If You do not tell Us something**

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

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

### Claims-made and Notified Insurance

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

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

### Cooling-off Period

If, after reading the Policy, You are not satisfied with the cover, You may contact Your insurance intermediary within twenty-one (21) days of receiving your Policy, and obtain a full refund less any non-refundable government taxes or charges that We have paid. You may notify Us in writing or electronically.

If You make a claim for any incident within the twenty-one (21) day period, no cooling-off period is permitted.

If the Policy is for an event that will finish within the twenty-one (21) days cooling-off period, You can only exercise Your right to cancel the Policy before the event starts.

### 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.

For further details about cancellation, please refer to 4. Cancellation in the General Conditions Section of the Policy.

### Making Changes to the Policy

If You want to make changes to the Policy please contact Your insurance intermediary. Any changes will only become effective if:

- > We agree to make the changes;
- > You pay Us any additional premium required; and/or
- > We confirm in writing that the change is effective.

### How to Make a Claim

#### When You Need to Make a Claim

Before We can settle any claim under the Policy, the premium must be paid. You must promptly tell Us about the claim and give Us all information about the claim. This can be done by telephone, facsimile or email using the contact details provided on page 18.

#### Paying Your Excess

When You make a claim under the Policy, We will advise You when and how to pay Your Excess. You must pay Your Excess when We request it or We will be unable to pay Your claim.

#### Damage to Someone Else's Property

If You make a claim for damage to someone else's property, You must pay the Excess/es before We will settle the loss on Your behalf.



## Product Disclosure Statement cont'd

### The Code of Practice

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

The Insurer(s) has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

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

### Dispute Resolution Process

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

QUS Pty Ltd

**Post:** PO Box 10552, Brisbane Adelaide Street, QLD 4000 Australia

**Email:** [servicefeedback@qus.com.au](mailto:servicefeedback@qus.com.au)

We will acknowledge receipt of Your complaint and do our utmost to resolve the complaint to Your satisfaction within ten (10) business days.

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

Lloyd's Australia Limited

**Email:** [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

**Telephone:** +61 2 8298 0783

**Post:** Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

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

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

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

**Telephone:** 1800 931 678

**Post:** GPO Box 3 Melbourne VIC 3001

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

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

### Privacy Statement

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

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

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

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

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

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

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

# Strata Select Insurance Policy

## Our Agreement

The agreement between You and Us consists of:

- > this PDS;
- > this Policy;
- > the Schedule; and
- > 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 taxes or charges by the inception/due date.

Our liability is limited to:

- > the Period of Insurance shown on the Schedule;
- > the Policy Sections set out on the Schedule; and
- > the Sum(s) Insured set out in the Schedule unless We have agreed to pay more as an additional benefit.

# General Definitions Applicable to All Policy Sections

Wherever the words listed below are used in the Policy and are capitalised, they mean what is set out below.

Other words may have special meanings for particular Sections. They will be defined in those Sections. In this Policy, where the context permits, words denoting the singular include the plural and vice versa.

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

**Aircraft and Aerial Devices** means any craft or device designed to travel in, on or through the atmosphere or space, but excluding model aircraft used for pleasure purposes.

**Application** means the form that You have completed and signed as being the application for this insurance contract.

**Body Corporate** means the owner(s) of the Buildings, Common Contents and Common Areas incorporated under the Strata Titles Act or Community Titles Act or Strata Schemes Management Act or similar legislation applying at Your Situation.

**Building(s)** means building(s) at the Situation including:

- > outbuildings;
- > fixtures and other improvements of a structural nature;
- > in-ground swimming pools, saunas and spas;
- > satellite dishes and radio and television antennas and their associated wirings, masts, and towers;
- > swimming platforms or wharfs, jetties, pontoons, or marinas not used for commercial purposes or to provide fuel distribution facilities;
- > the supply of services such as electricity, water, gas or sewerage;
- > any other items defined as buildings by the relevant Strata Titles Legislation in the State or Territory where the Building is located; and
- > that You own or have legal responsibility for.

**Building(s)** does not mean, except where specifically included in the meaning of "building" for the purposes of any Strata Titles Legislation:

- > fixtures removable by a Tenant at the expiration of a tenancy;
- > property that a Tenant is liable for under the terms of a tenancy;
- > property You are not required to insure under the terms of any relevant Strata Titles Legislation in the State or Territory where the Building is located such as but not limited to:
  - > in New South Wales and Australian Capital Territory, paint, wallpaper and temporary wall, floor and ceiling coverings within a Lot/Unit. However, We agree for the purposes of this Policy to include paint, wallpaper and other temporary wall and ceiling coverings within residential Lots/Units in New South Wales and Australian Capital Territory in the meaning of "building";
  - > in Queensland, temporary wall, floor and ceiling coverings within a Lot/Unit and mobile or fixed air-conditioning units servicing any individual Lot/Unit; or
- > railway lines.

**Common Area** means any area at the Situation that is not a Lot/Unit.

**Common Contents** means property in Common Areas at, in or adjacent to the Situation which You own or for which You are legally responsible.

## General Definitions cont'd

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

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

**Cyber Incident** means:

- > any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- > any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

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

**Earthquake** means earthquake, tsunami, subterranean fire, volcanic eruption or fire occasioned by or happening through or in consequence of earthquake, subterranean fire or volcanic eruption.

**Electronic Data** means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**Endorsement(s)** means any amendment to the Policy or to Policy limits as specified in a document attached to the Policy or stated in the Schedule.

**Excess(es)** means the sum of money, which You may have to pay for each claim under the Policy.

**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 lake, river, creek, or other natural watercourse (whether or not it has been altered or modified); or
- > a reservoir, canal or dam.

**Incident** means a single occurrence or series of occurrences arising from one event, which occurs at a particular interval of time and causes or results in loss or damage that is insured by the Policy.

**Income** means:

- > as regards to a salaried Insured person, the average gross weekly Income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- > as regards to a T.E.C. (i.e. total employee cost) or salary package Insured person, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- > as regards to a self-employed Insured person, the average gross weekly Income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that Income;

all derived during the twelve (12) calendar months period immediately preceding the injury giving rise to the claim under this Policy.

## General Definitions cont'd

**Indemnity Value** means the cost to rebuild, repair or replace the Property Insured to a condition equal to but not better or more extensive than its condition at the time of loss or damage and taking into consideration age, wear, tear, depreciation and remaining useful life.

**Limit(s) of Liability** means the applicable Limit of Liability specified in the Schedule or as determined by the Policy where such limits are detailed.

**Lot/Unit** means a unit or lot on the registered plan or survey showing the division of the strata land at the Situation and the title relating to it.

**Lot/Unit Owner's Contents** means personal effects, furniture, appliances, electronic equipment and carpets, rugs and floating floors and any other items owned by a Lot/Unit Owner.

**Lot/Unit Owner's Fixtures and Improvements** means any item or structure installed by a Lot/Unit Owner for their exclusive use and which is permanently attached or fixed to the Building so as to become legally part of the Building, including any improvements made to an existing fixture.

**Lot/Unit Owner** means a person, persons or others registered as a proprietor or owner of an estate in a unit as defined or referred to in the Strata Legislation and Regulations.

**Members** means and is limited to the interest of Proprietors, Members, Lot/Unit Owners or Shareholders in respect of the ownership of Your Property Insured in terms of the Strata Titles Legislation in the State or Territory where the Property Insured is located. Their interest or liability as owner/occupier of a Lot/Unit is not included unless otherwise specifically provided by the Policy.

**Money** means currency coins, bank notes, cheques, postal orders, money orders, unused postage and revenue stamps.

**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 to You.

**Period of Insurance** is the period stated in the Schedule during which the insurance cover provided by the Policy is in force.

**Personal Injury** means:

- > bodily injury (including bodily harm, death and illness), disability, fright, shock, mental anguish or mental injury;
- > false arrest, wrongful detention, false imprisonment or malicious prosecution;
- > wrongful entry or eviction or other invasion of privacy;
- > a publication or utterance of a libel or slander or other defamatory or disparaging material; and
- > assault and battery not committed by You or at Your direction unless committed for the purpose of preventing or eliminating danger to person or property.

**Policy** means this PDS and policy document, the Application, the Schedule and any special conditions or Endorsements issued to You in either electronic or written form.

**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.

**Product(s)** means any goods, products and property after they have ceased to be in the possession or under Your control, manufactured, grown, extracted, produced, processed, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You (including any container other than a Vehicle).

**Property Damage** means physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction and/or 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.

**Property Insured** means the Buildings, Common Areas and Common Contents at the Situation.

## General Definitions cont'd

**Redevelopment Property** means property subject to redevelopment or for which redevelopment is intended.

**Reinstatement means:**

- > where property is lost or destroyed, in the case of a Building, the rebuilding, or in the case of property other than a Building, the replacement of that property, by similar property, in either case in a condition equal to but not better or more extensive than its condition when new; and
- > where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

**Rent** means payment for the use of land, Buildings, Common Area or a Lot/Unit, including any outgoings payable by the Tenant or lessee.

**Schedule** means the current attachment to the Policy that specifies the Situation, those Sections and benefits that are in force and the details of the Sum(s) Insured or Limit(s) of Liability.

**Situation** means the situation(s) shown in the Schedule.

**Strata Manager** means a person or company and its employees with delegated functions, appointed by the Body Corporate in writing, to manage and administer the affairs of the Body Corporate.

**Strata Titles Legislation** means any Strata Titles Act, Strata Schemes Management Act, Community Titles Act or similar legislation and Regulations in the State or Territory where the Property Insured is located.

**Sum(s) Insured** means the relevant amount shown in the Schedule.

**Tenant** means any person permitted under the terms of a lease or rental agreement to reside in a Lot/Unit including any other person who resides with the Tenant.

**The Sea** means oceans, seas or tidal waters or the actions of any short period rise or fall of the sea level produced by a meteorological event, Earthquake, tsunami, volcano or atmospheric disturbance such as a cyclone, hurricane, typhoon or tornado or produced by other means.

**Vehicle(s)** means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and includes any trailer or caravan self-propelled by mechanical or electrical power but does not include wheelchairs, garden appliances, golf buggies or other vehicles not requiring registration by any legislation or competent authority.

**Voluntary Worker(s)** means a person engaged solely in work or duties on Your behalf without promise or reward of remuneration, other than an honorarium for duties associated with the position of an office holder. This definition specifically excludes Your employees, contractors or any person who receives reward or remuneration for their services.

**Watercraft** means any vessel, craft made or intended to float on or through water which is powered or designed to be powered by motors or is a sailing craft exceeding eight (8) metres in length.

**We/Our/Us/Insurer(s)** means certain underwriters at Lloyd's.

**You/Your/Insured** means:

- > in respect of Section 1 – Property Insured:  
the Body Corporate, Corporation, Owners' Corporation, Plan or Company named in the Schedule including, but limited to, the interest of Proprietors, Members, Owners or Shareholders which includes the Committee however named.
- > in respect of Section 2 – Property Owners Legal Liability:  
the Body Corporate, Corporation, Owners' Corporation, Plan or Company named in the Schedule including the Committee however named, but limited to:
  - (a) the interest of Proprietors, Members, Owners or Shareholders; and

## General Definitions cont'd

(b) Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.

> in respect of Section 5 - Office Bearer's Liability:

the past, present or future Office Bearer(s) and/or Committee Members of the Body Corporate, Corporation, Owners' Corporation, Plan or Directors of the Company, however named, including those persons':

> estate, heirs, legal representative or assigns;

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

but does not include any Strata Manager or professionally contracted person(s), firm or company when acting in a professional capacity.

> in respect of Section 3 - Fidelity Guarantee, Section 4 - Voluntary Workers Personal Accident, Section 6 - Machinery Breakdown, Section 7 - Legal Expenses and Section 8 - Audit Expenses: the Body Corporate, Corporation, Owners' Corporation, Plan or Company named in the Schedule.

Some other words have specific meanings and these are explained where they occur in the Policy.



# General Conditions

These General Conditions apply to all Sections of the Policy.

## 1. Reasonable Care

You must take all reasonable care:

- > for the safety of Your Property Insured;
- > to ensure that only competent employees are employed;
- > to maintain the structure, fittings, fixtures, furnishings, appliances, machinery, implements and plant in sound condition at the Situation;
- > to prevent bodily injury or loss of or damage to Property; and
- > to comply with any relevant law, by-law, safety requirement, Australian Standard or regulation of any Government or Local Government body, including but not limited to those covering the disposal of waste products and the handling, storage or use of flammable liquids or substances, gasses or toxic chemicals.

We will not be liable for loss, destruction, damage, liability, accidental injury or illness caused or contributed to by Your failure to comply with any of the above conditions.

## 2. Alteration of Risk

You must immediately notify QUS as soon as reasonably practicable in writing of any changes You know of which materially alter any of the facts or circumstances that existed at the commencement of the Policy. We may agree after such notification to reduce the level of cover for any claim, insure the altered risk and/or request additional premium in respect of such altered risk. If We do not agree to insure the altered risk or if You do not pay the additional premium, We may not indemnify You for any loss, destruction, damage, liability, accidental injury or illness caused by or arising directly or indirectly out of or in connection with such alteration.

## 3. Joint Insureds

The Policy only covers the interests of the Insured(s) named in the Schedule and any other interests notified to Us in writing which are accepted by Us and noted in the Schedule. No interest in the Policy may be transferred without Our written consent which will not be unreasonably withheld. We will send You a new Schedule containing the updated Policy details.

Where there is more than one person or organisation insured under the Policy:

- > any notice given by Us under the Policy to any one of You will be deemed to be notice given to all of You provided the party to whom We are giving the notice has authority to accept it on behalf of other persons insured under the Policy;
- > the relevant duty of disclosure will apply to every person or organisation. Failure by any Insured person or organisation to comply with the duty of disclosure will be deemed a breach by all of You;
- > any misrepresentation or fraudulent actions or statements made by any person or organisation will not prejudice the rights of the remaining insured persons or organisation, provided that the remaining persons or organisations shall, within a reasonable time after becoming aware of such misrepresentations, actions or statements give notice in writing to Us of same;
- > any claim made by any person or organisation will be deemed to be a claim made by all of You.

## 4. Cancellation

You may cancel the Policy at any time by notifying Us in writing in which case We will retain the pro-rata premium rate for the time the Policy has been in force.

We may cancel the Policy by giving You written notice to the effect where You have:

- > failed to notify Us of any specific act or omission where such notification is required under the terms of the Policy.

We may cancel the Policy pursuant to any right at law but subject to the provisions of the *Insurance Contracts Act 1984* (Cth). When We cancel the Policy, it will have effect from whichever of the following times is the earliest:

## General Conditions cont'd

- > the time when another policy of insurance replacing the Policy is entered into; or
- > 4pm of the third (3rd) business day after the day on which notice was given to You, 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 (14th) business day after the day on which notice was given to You.

### 5. Other Insurance

If You effect (or if there exists to Your knowledge) any other insurance covering loss, damage or liability insured by the Policy, You must notify Us as soon as reasonably practicable and provide Us with details of such other insurance.

### 6. Subrogation

We have the right on Your behalf (and in Your name) to conduct any negotiation, settlement or legal proceeding, whether prosecuting or defending. Your full and reasonable co-operation is required in these matters. Where You have entered into an undertaking with any other party, which expressly waives Our subrogated rights to recover from that party all benefit under this Policy is forfeited unless You have Our prior written consent, which shall not be unreasonably withheld.

### 7. Fraud

All benefit may be forfeited, Our liability reduced and/or the Policy(ies) cancelled, if You or any person acting with Your knowledge or consent or on Your behalf:

- > engages in any dishonest or fraudulent activity as a means to obtain benefit from the Policy; or
- > wilfully causes any loss, damage, or liability.

### 8. Goods and Services Tax

Where We make a payment under the Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* (Cth), in relation to that acquisition, whether or not that acquisition is actually made. Where We make a payment under the Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of payment by the amount of any input tax credit that You would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) had the payment been applied to acquire such good, service or other supply.

### 9. Claim Matters

As soon as reasonably practicable after an event occurs which may result in a claim under the Policy You must at Your own expense:

- > take all reasonable precautions to prevent or minimise further loss, damage or liability;
- > notify the police immediately if any of Your property is lost, stolen, maliciously or intentionally damaged, or such loss is attempted or suspected;
- > take all reasonable steps to recover lost or stolen property, and assist in apprehending any guilty party;
- > Please contact your insurance intermediary;
- > complete and submit a claim form for Our consideration with full particulars of Your loss including details of any party who may be responsible if We request You complete a claim form;
- > give Us the opportunity to inspect any loss or damage before You carry out any repairs;
- > as far as reasonably practicable keep any damaged or recovered stolen property and allow Us to inspect it if necessary;
- > obtain Our consent, which shall not be unreasonably withheld before You authorise or commence repairs or otherwise incur any cost, unless the repair or cost is necessary to protect the Property Insured from further loss; and

## General Conditions cont'd

- > not admit, deny, or negotiate any claim with any person. If You do, We may reduce or refuse Your claim to the extent We are prejudiced by Your negotiation, admission, or denial of any claim.

A failure by You to follow any of these claims procedures may lead to Us reducing or refusing Your claim to the extent We are prejudiced by Your failure.

### 10. Conduct of Legal Proceedings and Claim Administration

In circumstances that give rise to or may give rise to a claim under this Policy, We may take over and conduct, in Your name, the defence or settlement of any claim. However, We will keep You fully informed as to the progress of such proceedings.

If You unreasonably refuse to consent to any settlement recommended by Us and agreed to by the other party and elect to contest or continue any legal proceedings, Our liability for the claim will not exceed such settlement and the costs and expenses incurred up to the date of such refusal.

All legal costs shall be reasonable and submitted to Us for approval as soon as practicable

### 11. Excess

Where an Excess is shown in the Schedule or within the Policy You or any other person insured must pay or contribute the amount of any Excess shown in the Schedule or Policy for each and every claim arising out of the one Incident or Occurrence before becoming entitled to cover under the Policy.

Where two or more different Excesses apply to an Incident or Occurrence giving rise to a claim under one or more Sections of the Policy, only the greatest of those Excesses will be applied to the whole claim.

### 12. Interests of Other Parties

We will not be required to recognise the interests of any third party under the Policy unless required by law and/or We have been given written notice of such interest and it has been accepted by Us.

### 13. Hazardous Goods

The storage of hazardous goods usual to the proprietor(s)/ occupier(s) at the Situation is only allowed where the quantities and the manner are permitted by any relevant law, by-law or municipal regulation (including the operational health and safety and workcover organisations of each State or Territory) pertaining to such goods.

### 14. Workers Compensation

The insurance cover provided by the Policy does not include Workers Compensation. Where it is compulsory for all employees to be insured for Workers Compensation, a separate policy must be arranged in accordance with the law in the State or Territory where the Situation is located.

### 15. Jurisdiction

All disputes arising out of or under the Policy will be subject to determination by any court of competent jurisdiction within Australia according to the law applicable to that jurisdiction.

### 16. Inspection of Property

We will be permitted but not obligated to inspect Your property and operations at any time during working hours. Neither Our right to inspect or Our failure to inspect or the making of any inspection or any report of an inspection may be used by You or others in any action or proceedings involving Us. Any inspection by Us will be restricted to matters, which are in Our reasonable opinion, relevant to the Policy.

### 17. Failure to Pay Your Insurance Premium

It is a condition of this contract of insurance that You pay the insurance premium. We will not be liable to pay for any claims before We receive Your premium.

## General Conditions cont'd

### 18. Service of Suit

The Insurer(s) accepting this insurance agree that:

- > if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Insurer(s) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- > any summons, notice or process to be served upon the Insurer(s) may be served upon:

*Lloyd's Underwriters' General Representative in Australia*

*Suite 1603, Level 16, 1 Macquarie Place*

*Sydney NSW 2000*

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

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

In the event of a claim arising under this insurance notice should be given as soon as reasonably practicable to:

Proclaim Management Solutions Pty Ltd

Richard Thomas

National Manager

**Post:** Level 9, 271 Collins Street, Melbourne, 3000, Australia

**Telephone:** 03 9660 5261

**Fax:** 1300 858 329 Mobile 0438 328 341

**Email:** RThomas@proclaim.com.au

### 19. *Australian Terrorism and Cyclone Insurance Act 2003 (Cth) (Applicable to Section 1 - Property Insured and Section 6 - Machinery Breakdown only)*

The Insurer(s) have treated this insurance as an insurance to which the *Australia Terrorism and Cyclone Insurance Act 2003 (Cth)* ('ATACIA') applies.

ATACIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Act of Terrorism exclusion to which this Policy is subject will not apply to any "eligible terrorism loss" as defined in ATACIA.

Any coverage established by ATACIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATACIA. The Terrorism exclusion to which this Policy is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, Conditions, insured coverage and Exclusions of this Policy including applicable Limits of Liability and Deductibles remain unchanged.

If any or all of the Insurer(s) have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Insurer(s) will not be liable for any amounts for which they are not responsible under the terms of ATACIA due to the application of a "reduction percentage" as defined in ATACIA which results in a cap on the Insurer's(s') liability for payment for "eligible terrorism losses".

### 20. Several Liability Notice

The subscribing Insurer's(s') obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurer(s) are not responsible for the subscription of any co-subscribing Insurer(s) who for any reason does not satisfy all or part of its obligations.

# 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.

We do not insure You under the Policy in the following circumstances:

## 1. War and Civil War

Notwithstanding anything to the contrary contained in this Policy, this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## 2. Terrorism Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement to this Policy it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or Event contributing concurrently or in any other sequence to the loss.

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

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

## 3. Radioactive Contamination and Explosive Nuclear Assemblies

This Policy does not cover:

- > loss or destruction of or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising consequently or any consequential loss; or
- > any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:

- > ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- > the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

## 4. Electronic Data

We will not pay for any loss or damage directly or indirectly caused by, resulting from or in connection with:

- > total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data; or
- > error in creating, amending, entering, deleting or using Electronic Data; or
- > total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all; or
- > the use of an intranet or the Internet (including but not limited to the World Wide Web and electronic mail systems) by You or on Your behalf.

## 5. Your Wilful Act, Omission or Recklessness

We will not pay for any wilful act, omission or recklessness or those of Your agents or representatives, provided that this exclusion will only apply to physical loss, destruction or liability caused by those proprietor(s) or member(s) committing the wilful act or omission or recklessness or that of their agents or representatives.

## General Exclusions cont'd

### 6. Communicable Disease Exclusion

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

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

- > for a Communicable Disease; or
- > any Property Insured that is affected by such Communicable Disease.

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

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

This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the Policy remain the same.

### 7. Pollution

We will not be liable for any claim for:

- > Personal Injury or Property Damage or financial loss or loss of, damage to, or loss of use of property, directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, emission or escape of Pollutants; or
- > the cost of testing, monitoring, containing, removing, nullifying or cleaning up Pollutants;

except liability otherwise excluded that:

- > arises from a sudden identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place; and
- > is indemnified in not more than one annual Period of Insurance.

### 8. Sanction Limitation and Exclusion Clause

No Insurer(s) shall be deemed to provide cover and no Insurer(s) shall be liable to pay any claim or provide any benefit under this contract of insurance to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer(s) to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

### 9. Biological or Chemical Materials Exclusion (Applicable to Section 1 - Property Insured and Section 6 - Machinery Breakdown only)

It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or Event contributing to it concurrently or in any other sequence thereto.

## General Exclusions cont'd

### **10. Cyber and Data Exclusion (Applicable to Section 1 - Property Insured and Section 6 - Machinery Breakdown only)**

Notwithstanding any provision to the contrary within this Policy, this Policy excludes any:

- > Cyber Loss;
- > loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence.

This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording. This is with exception to the Cyber and Data Total Exclusion which is applicable to Section 2 - Property Owners Legal Liability, Section 5 - Office Bearer's Liability and Section 7 - Legal Expenses of this Policy.

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

### **11. Cyber and Data Total Exclusion (Applicable to Section 2 - Property Owners Legal Liability, Section 5 - Office Bearer's Liability and Section 7 - Legal Expenses only)**

Notwithstanding any provision to the contrary within this Policy, this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- > Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
- > loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence.

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



# Section 1 – Property Insured

## 1. The Indemnity

We will pay You up to the Sum Insured specified in the Schedule for Building(s) and Common Contents, for accidental loss or damage to the Building(s) or Common Contents resulting from an Incident which occurs during the Period of Insurance.

We will not pay You under Section 1 - Property Insured of the Policy in respect of any of the matters set out in the 7. Exclusions applicable to Section 1 - Property Insured or in the General Exclusions. You must comply with 8. Special Conditions applicable to Section 1 - Property Insured and the General Conditions.

For Common Contents, the most We will pay for works of art, antiques or curios is \$50,000 any one Incident and in the aggregate any one Period of Insurance, but no more than the Sum Insured for Common Contents shown in the Schedule.

## 2. Excesses

The standard Excesses You will be required to pay under this Section are:

- > Earthquake: For each claim or series of claims happening during a period of seventy-two (72) consecutive hours for loss or damage caused by Earthquake
  - i. \$1,000 where the Building(s) Sum Insured is up to \$5,000,000 and the Building is occupied solely for residential purposes; or
  - ii. \$20,000 or one percent (1%) of the Sum Insured for Building(s) (whichever is the lesser) where the Building(s) Sum Insured is greater than \$5,000,000 and the Building is occupied solely for residential purposes; and
  - iii. \$20,000 or one percent (1%) of the Sum Insured for Building(s) (whichever is the lesser) where the Building is occupied partly or solely for Commercial purposes.
- > Excess for all other claims for loss or damage under Section 1 - Property Insured is \$1,000.

## 3. Additional Benefits applicable to Section 1 – Property Insured

Following loss or damage by any cause not excluded, the following Additional Benefits will, unless otherwise stated, be paid in addition to the Sum Insured.

### 3.1 Limit

The most We will pay, in total, for benefits 3.1 A-G, is however limited to fifteen percent (15%) of the Building Sum Insured.

#### 3.1.A Temporary Accommodation

Where an owner occupied Lot/Unit:

- > is uninhabitable or unfit for its intended purpose as a result of an Incident covered under Section 1 - Property Insured of the Policy; or
- > access to the Building is prevented as a result of an Incident covered under Section 1 - Property Insured of the Policy or physical loss or damage to property immediately adjacent to the Situation (if the physical loss or damage to such property would have been covered under Section 1 of the Policy had such property been covered under Section 1 of the Policy).

We will pay to the Lot/Unit Owner, an amount equal to the amount that the Lot/Unit could have been Rented for.

We will pay this amount until the Lot/Unit becomes fit for occupation or until access to the Building has been re-established, for maximum period of forty-eight (48) months.



## Section 1 – Property Insured cont'd

### 3.1.B Loss of Rent Receivable

Where a Lot/Unit or Common Area that is Rented or would have been Rented (and You can verify this by way of lease or rental agreement):

- > becomes uninhabitable or unfit for its intended purpose as a result of an Incident covered under Section 1 of the Policy; or
- > access to the Building is prevented as a result of an Incident covered under Section 1 - Property Insured of the Policy or physical loss or damage to property immediately adjacent to the Situation (if the physical loss or damage to such property would have been covered under Section 1 - Property Insured of the Policy had such property been covered under Section 1 - Property Insured of the Policy).;

We will pay an amount equal to the actual Rent lost.

We will pay this amount until the time the Lot/Unit or Common Area is re-leased, for a maximum period of forty-eight (48) months.

### 3.1.C Failure of Supply Services

Where an occupied Lot/Unit or Common Area that is Rented becomes uninhabitable or unfit for its intended purpose as a result of the failure of services including electricity, water, gas or sewerage services but excluding telephone or television services, as the result of an Incident covered under Section 1 - Property Insured of the Policy, We will pay to:

- > the Lot/Unit Owner, if the Lot/Unit is Rented, an amount equal to the Rent that the Lot/Unit Owner was receiving averaged out using total Rent received in the last six (6) months prior to the date of loss, divided by six (6) and then applied per month;
- > the Lot/Unit Owner, if the Lot/Unit is owner occupied, an amount equal to the amount that the Lot/Unit could have been Rented for;
- > You, an amount equal to the Rent that You were receiving for habitation of any Common Area, averaged out using total Rent received in the last six (6) months prior to the date of loss, divided by six (6) and then applied per month.

We will only pay this amount after the service(s) has failed for more than twenty-four (24) hours and for a maximum period of thirty (30) days.

### 3.1.D Murder or Suicide

Where an occupied Lot/Unit or Common Area that is Rented becomes uninhabitable or unfit for its intended purpose as a result of murder or suicide and a government or local authority prohibits occupation of the Building or Common Areas, We will pay to:

- > the Lot/Unit Owner, if the Lot/Unit is Rented, an amount equal to the Rent that the Lot/Unit Owner was receiving averaged out using total Rent received in the last six (6) months prior to the date of loss, divided by six (6) and then applied per month;
- > the Lot/Unit Owner, if the Lot/Unit is owner occupied, an amount equal to the amount that the Lot/Unit could have been rented for;
- > You, an amount equal to the Rent that You were receiving for habitation of any Common Area, averaged out using total Rent received in the last six (6) months prior to the date of loss, divided by six (6) and then applied per month.

We will pay this amount from the time that any government or local authority first prohibits access to the Building or Common Areas, for a maximum period of thirty (30) days.

Subject always to the limit specified in 3.1.A above, the most that We will pay under this Additional Benefit 3.1.D is \$1,000,000, for any one Incident and in the aggregate any one Period of Insurance.

## Section 1 – Property Insured cont'd

### 3.1.E Reletting Costs

Where a Lot/Unit that is Rented to a Tenant cannot be occupied for its intended purpose as a result of an Incident covered under Section 1 – Property Insured of the Policy and the Tenant indicates they will not reoccupy the Lot/Unit when it again becomes fit for occupation, We will pay to the Lot/ Unit Owner, the reasonable and necessary reletting costs up to \$1,500 per Incident.

### 3.1.F Maintenance Fees

We will pay to You, up to \$5,000 per Lot/Unit, per Incident, maintenance fees and levies owed to You by Lot/Unit Owners during any period where a Lot/Unit is uninhabitable or unfit for its intended use as a result of an Incident covered under Section 1 – Property Insured of the Policy.

We will pay this Additional Benefit provided that You have exhausted all reasonable practical measures to collect the maintenance fees or levies. We also reserve Our right of subrogation to collect the outstanding fees or levies.

### 3.1.G Removal and Storage Costs of Lot/Unit Owner's Contents

Where a Lot/Unit becomes uninhabitable or unfit for its intended purpose as a result of an Incident covered under Section 1 – Property Insured of the Policy, We will pay up to \$100,000 for any one Incident for the reasonable and necessary costs incurred in the removal of, storage of and return of Lot/Unit Owner's Contents, from the time of loss up until when the Building(s) is deemed habitable.

### 3.2 Rewriting of Records

We will pay to You, the cost up to a limit of \$100,000 per Incident, of preparing and/or rewriting of Your records, books or accounts, title deeds and Electronic Data pertaining to the Property Insured, which are lost or damaged as the result of an Incident covered under Section 1 – Property Insured the Policy, while the records are anywhere in Australia.

### 3.3 Trees, Shrubs, Plants, Lawns and Rockwork

We will pay to You, the cost up to a limit of \$100,000 per Incident, necessarily incurred by You:

- > in replacing or repairing any trees, shrubs, plants, lawns and rockwork at Your Situation, lost or damaged as the result of an Incident covered under Section 1 – Property Insured of the Policy;

### 3.4 Fallen Trees

We will pay to You, the cost up to a limit of \$50,000 per Incident, necessarily incurred by You:

- > for the professional removal and disposal of Your fallen trees and/or branches (but not tree stumps or roots) for such trees that have caused damage to the Building or Common Contents

### 3.5 Money

We will pay You for loss of Money, up to a limit of \$25,000 per Incident, while it is in the personal custody of a committee member or office bearer of the Body Corporate or Strata Manager while acting on Your behalf, that was destined to be used in connection with the Property Insured, but excluding fraudulent misappropriation, larceny or theft or any attempt thereof by:

- > any person in Your employment; or
- > any Lot/Unit Owner or member of their family or any person who usually resides with the Lot/Unit Owner.

### 3.6 Removal and Storage Costs of Common Contents

We will pay You reasonable and necessary costs incurred in the removal of, storage of and return of undamaged Common Contents, from the time of loss up until when the Building(s) is deemed habitable or fit for its intended purpose.

## Section 1 – Property Insured cont'd

### 3.7 Replacement Locks and Keys

In the event of keys being stolen as a consequence of forcible entry to any Building or if there are reasonable grounds to believe keys or codes have been duplicated, We will pay to You, the cost up to \$25,000 per Incident and \$100,000 in the aggregate any one Period of Insurance, for the re-keying or re-coding of locks or the replacement with locks of a similar type and quality, if they cannot be re-keyed or re-coded. We will not pay to re-key or re-code locks or for replacement locks if there are reasonable grounds to suggest that the keys or codes have been duplicated by an occupant or former occupant of the Building or their family or friends.

### 3.8 Fire Extinguishment Costs

We will pay to You the costs and expenses You necessarily and reasonably incur for the purpose of:

- > extinguishing a fire at or in the vicinity of Property Insured or threatening to involve such Property; or
- > preventing or diminishing imminent damage to Property Insured, including damage to gain access to fire fighting appliances, the cost of replenishment of fire fighting appliances and charges incurred for the purpose of shutting off the supply of water or other substance following accidental discharge from any Fire Protective Equipment or otherwise escaping from intended confines.

### 3.9 Arson Reward

We will pay a reward for information which leads to the conviction of any arsonist in connection with an Incident covered under Section 1- Property Insured of the Policy. We will pay up to \$10,000 per Incident, irrespective of the number of people providing information. We will only pay this Additional Benefit if We have the consent of the Police to do so.

### 3.10 Personal Property

We will pay to You, the cost to a limit of \$10,000 per Incident, for the market value of the personal property of others (including employees) in Your care, custody and control or for which You have assumed legal responsibility, when the property is lost or damaged as the result of an Incident covered under Section 1 – Property Insured of the Policy.

### 3.11 Claims Preparation Costs

We will pay to You, the costs up to a limit of \$100,000 per Incident and in the aggregate any one Period of Insurance, reasonably and necessarily incurred with Our written consent, which shall not be unreasonably withheld, in the preparation of a claim following loss or damage to Property Insured as a result of an Incident covered under Section 1 – Property Insured of the Policy.

### 3.12 Mortgage Discharge

We will pay up to a limit of \$50,000 per Incident, to discharge a mortgage or mortgages on the Property Insured where the Property Insured is a total loss, We have paid Your claim under Section 1 – Property Insured and the Property Insured will not be replaced.

### 3.13 Removal of Water from Basement

We will pay to You the reasonable costs You incur, up to a limit of \$10,000 per Incident, if rainwater has entered the basement or if water has entered the basement as a result of storm and removal of the water is required.

We will not pay You under this Additional Benefit if water has entered the basement as a result of Flood or in respect of any Incident that is not covered under Section 1 – Property Insured of the Policy.

### 3.14 Additional Utility Charges

We will pay to You, up to a limit of \$10,000 for any additional utility charges You incur following loss or damage to Property Insured as a result of an Incident covered under Section 1 – Property Insured of the Policy.

### 3.15 Exploratory Costs

We will pay to You the reasonable costs You incur, of identifying and locating the source of damage, where the damage is caused by the escape of liquid from fixed apparatus, fixed appliances, fixed pipes or other systems used to hold or carry liquid of any kind.

## Section 1 – Property Insured cont'd

We will also pay for the reasonable costs of:

- > repairing any damage caused by Us in locating the source of the escaping liquid;
- > repairing or replacing damaged or defective parts of any fixed apparatus, fixed appliances, fixed pipes or other systems to a limit of \$1,000; and
- > clean up of pollution or contamination at the Situation caused by the escape of liquid from any fixed apparatus, fixed appliances, fixed pipes or other system up to a limit of \$1,000.

We will not pay for loss or damage caused as a result of the gradual escape of liquid over a period of time:

- > where You or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of liquid; or
- > due to lack of maintenance, wear and tear, or neglect.

### 3.16 Alterations and Additions

If You make alterations or additions to the Property Insured during the Period of Insurance, We will pay for loss or damage to any alteration or addition as a result of an Incident covered under Section 1 – Property Insured of the Policy.

We will not pay for loss or damage:

- > where the total contract value of all work to be carried out in the alteration or addition exceeds \$500,000.

### 3.17 Emergency Accommodation

We will pay to Lot/Unit Owners or Tenants, the reasonable and necessary costs of emergency accommodation up to \$2,500 per Lot/Unit, per Incident, where the Lot/Unit is occupied solely for residential purposes and cannot be lived in following loss or damage to Property Insured or access to the Building being prevented, as a result of an Incident covered under Section 1 - Property Insured of the Policy.

### 3.18 Temporary Accommodation for Pets and Security Dogs

Where a Lot/Unit is owner occupied, We will pay to Lot/Unit Owners, the reasonable costs up to \$5,000 per Lot/Unit, per Incident, for temporary accommodation for a Lot/Unit Owner's domestic pets or security dogs, where the Lot/Unit cannot be occupied as a result of an Incident covered by this Section, and any temporary accommodation utilized by the Lot/Unit Owner does not allow pets.

### 3.19 Modification Expenses

We will pay to Lot/Unit Owners who occupy their Lot/Unit, the reasonable and necessary costs up to \$25,000, to modify the Lot/Unit to assist a Lot/Unit Owner's mobility in the event that they become paraplegic or quadriplegic following loss or damage to Property Insured as a result of an Incident covered under Section 1 – Property Insured of the Policy.

Cover under this Additional Benefit only applies if a medical practitioner certifies that the Lot/Unit Owner is a paraplegic or quadriplegic and that the Lot/Unit Owner's paraplegia or quadriplegia has continued for a period of at least twelve (12) months.

### 3.20 Fusion

We will pay to You, the necessary and reasonable costs You incur to repair, reinstate or replace, electric motors forming part of the Property Insured that have burnt out.

We will not pay for loss or damage to:

- > electrical contacts where arcing or sparking occurs in ordinary working;
- > motors that are under warranty or guarantee;
- > lighting or heating elements, fuses or protective devices.

Cover under this Additional Benefit shall form part of and not in addition to the Sum insured.

## Section 1 – Property Insured cont'd

### 3.21 Increase Sum Insured by CPI

If You have a valid claim under Section 1 – Property Insured We will increase Your Sum Insured by the amount the Consumer Price Index (all groups) has increased since You took out the Policy or last renewed it.

### 3.22 Common Contents

We will pay to You, up to a limit of one percent (1%) of the Building Sum Insured or the amount specified in the Schedule, for the loss of or damage to Common Contents as the result of an Incident covered under Section 1 – Property Insured of the Policy, while they are in, on or under Your Building.

### 3.23 Meeting Room Hire

We will pay up to \$10,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of the Property Insured by:

- > loss or damage that is admitted as a claim under Section 1 – Property Insured.

We will pay from the time of the Incident until the time when access to Your meeting room facilities are re-established.

### 3.24 Lot Owners Travel Costs

When You have leased out Your Lot/Unit We will, if Your Lot/Unit is made unfit to be occupied for its intended purpose by:

- > loss or damage that is admitted as a claim under Section 1 – Property Insured, pay up to \$500 a Lot/Unit for reasonable travel costs You incur in visiting Your Lot/ Unit for the purpose of consulting with claim adjusters and/or building repairers.

We will not pay unless You first obtain Our consent, which shall not be unreasonably withheld, to incur such travel costs.

### 3.25 Environmental Improvements

If Your Property Insured is:

- > Damaged by an Incident claimable under Section 1 - Property Insured; and
- > 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 - Property Insured, 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.

### 3.26 Funeral Expenses

When a Lot/Unit is occupied by the Lot Owner We will pay up to \$10,000 a Lot/Unit for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of loss or damage to Your Property Insured that is admitted as a claim under Section 1 -Insured Property.

### 3.27 Removal of Squatters

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

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

## Section 1 – Property Insured cont'd

### 3.28 Removal of Nests

We will pay up to \$1,000 any one Period of Insurance for the cost of removing wasps or bees nests from Your Property Insured that present as a danger to residents or the public.

We will not pay:

- (a) unless You first obtain Our consent to incur such costs which shall not be unreasonably withheld;
- (b) for the cost of removing any nests that existed-prior to the inception of cover.

### 3.29 Removal of Illegally Deposited Rubbish

We will pay up to \$2,500 one Period of Insurance for the reasonable costs and expenses incurred by You with Our written consent (which shall not be unreasonably withheld) in the clearing and removal of any property illegally deposited at Your Property Insured. We will not pay if such a happening is not reported to the appropriate authority such as police or local council within a reasonable time. You must pay the first \$1,000 per Incident.

### 3.30 Utility Charges - Unauthorised Use

We will pay up to \$2,500 one Period of Insurance for the costs You are legally required to pay following unauthorized use by any person taking possession or occupying any part of Your Property Insured without Your consent. We will not pay unless You take all practical steps to terminate such unauthorised use immediately You become aware of it.

## 4. Special Benefits applicable to Section 1 - Property Insured

Following loss or damage as the result of an Incident covered under Section 1 - Property Insured of the Policy and subject to Our liability not being increased beyond the Limit(s) of Liability and Your Building Sum Insured not being exhausted, We will also indemnify You for:

### 4.1 Removal of Debris

The costs and expenses You reasonably and necessarily incur following loss or damage to Property Insured as a result of an Incident covered under Section 1 - Property Insured of the Policy for:

- > the removal, storage and/or disposal of the debris of Property Insured or the demolition, dismantling, shoring up, propping, underpinning or other temporary repairs to Property Insured, but not in connection with liability for pollution of any kind;
- > Your legal liability in respect of removal, storage and/or disposal of debris, notwithstanding Exclusion 7.9 under Exclusions applicable to Section 1 - Property Insured, , in relation to premises, roadway services, railways or waterways of others, consequent upon damage to the Property Insured by a peril insured against, for such costs together with the cost of cleaning provided that such liability was not assumed under any agreement entered into by You unless that liability would have attached in the absence of such agreement;
- > provided that the insurance under this Section does not extend to any liability that You may incur as a consequence of pollution of any kind; and
- > the demolition and removal of any Property Insured belonging to You which is no longer useful for the purpose it was intended, provided such demolition and removal is necessary for the purpose of the reinstatement or replacement of the Property Insured.

### 4.2 Architects' and Professionals' Fees

The reasonable cost of architects', surveyors' and consulting engineers' fees, including all incidental costs, legal and other fees and clerk of works' salaries for estimates, plans, specifications, quantities, tenders and supervision, necessarily incurred in reinstatement of Property Insured, but not costs, fees and salaries for preparing any claims.

### 4.3 Government Fees, Contributions or Imposts

Any fee, contribution or other impost payable to any Government, Local Government or other Statutory Authority, where payment of such fee, contribution or impost is required to obtain consent to reinstate any Property Insured, provided that We will not be liable for payment of any fines and/or penalties imposed upon You by any such authorities.

## Section 1 – Property Insured cont'd

### 4.4 Legal Fees

Legal fees necessarily incurred with Our written consent, which shall not be unreasonably withheld, in making applications and/or submissions to any Local, State or Federal Government authorities or land and environment courts following loss or damage to Property Insured as the result of an Incident covered under Section 1 - Property Insured of the Policy.

### 4.5 Temporary Protection

The costs reasonably and necessarily incurred by You for temporary protection or safety of Your Property Insured pending its repair, following loss or damage as the result of an Incident covered under Section 1- Property Insured of the Policy.

### 4.6 Storm Damage to Gates and Fences

The costs reasonably and necessarily incurred by You to repair or replace any gate or fence lost or damaged as a result of storm.

We will not pay:

- > for loss or damage caused by wear, tear, gradual corrosion or gradual deterioration, wet or dry rot, rust, oxidation, vermin or insects.

### 4.7 Lot/Unit Owner's Fixtures and Improvements in Residential Lots/Units

The costs up to a limit of \$250,000 per Lot/Unit, per Incident to Reinstate, repair or replace Lot/Unit Owner's Fixtures and Improvements in a Lot/Unit that is occupied solely for residential purposes, that are lost or damaged as the result of an Incident covered under Section 1 - Property Insured of the Policy.

We will not pay You for loss or damage to Lot/Unit Owner's Fixtures and Improvements in a Lot/Unit that is occupied partly or solely for commercial purposes.

### 4.8 Extra Costs of Re-instatement

Applicable to Buildings insured by the Policy lost or damaged as a result of an Incident covered under Section 1 - Property Insured of the Policy.

The Policy extends to include the extra cost of Reinstatement including demolition or dismantling necessarily incurred to comply with the requirements of any Act of Parliament or Regulation or any By-Law or Regulation of any Municipal or other Statutory Authority, subject to the following provisions and subject also to the terms, conditions, limit(s) or sub limit(s) and exclusions of the Policy:

- > the work of reinstatement (which may be carried out wholly or partially upon another site if any of the above mentioned Act, By-Law or Regulation of any Municipal or other Statutory Authority so requires, subject to Our liability not being increased) must be commenced and carried out within twelve (12) months or any reasonable period after that (allowing for unavoidable delays), failing which We will not be liable to pay more than the amount which would have been payable under the Policy if the work of reinstatement had been commenced and carried out with reasonable dispatch within that twelve (12) months or any reasonable period;
- > the amount recoverable will not include the additional cost incurred in complying with any such Act, Regulation, By-Law or requirement with which You were required to comply with prior to the damage happening;
- > if the cost of Reinstatement of the damage claimable under the Policy is less than fifty percent (50%) of what would have been the cost of Reinstatement of the Property Insured had such property been totally destroyed, the amount recoverable will be limited to the extra cost necessarily incurred in reinstating only that portion damaged excluding extra costs in relation to any portion of Your Building not damaged. In any event the loss will not exceed the amount We would have been called upon to pay if Your Building had been wholly destroyed;
- > no cost will be payable to replace any illegal installations; and



## Section 1 – Property Insured cont'd

- > the indemnity provided in respect of the extra cost of Reinstatement will apply to the extent to which the Sum(s) Insured on the Building is not otherwise exhausted or unless otherwise stated in the Schedule.

### 4.9 Floor Space Ratio Index (Plot Ratio)

If any Building(s) is damaged as the result of an Incident covered under Section 1 - Property Insured of the Policy, so as to constitute total loss or constructive total loss and, where the exercise of statutory powers and/or authority by any Government Departments, Local Government or any other Statutory Authorities only permits Reinstatement subject to a reduced floor space ratio index, We will pay the difference between:

- > the actual cost of Reinstatement incurred in accordance with the reduced floor space ratio index; and
- > the cost of Reinstatement which would have been incurred had a reduced floor space ratio index not been applicable.

In arriving at the amount payable under this Special Benefit, any payments made by Us will include the extra cost of Reinstatement, including demolition or dismantling of the Property Insured, necessarily incurred to comply with the requirements of any Act of Parliament or Regulation of any Municipal or other Statutory Authority.

Any payments made for the differences between the actual cost of Reinstatement and the costs of Reinstatement that would have been incurred, will be made as soon as the difference is ascertained upon completion of the rebuilding works and certified by the architect acting on Your behalf in the Reinstatement of the Building(s).

### 4.10 Loss of Land Value

In the event of the absolute refusal by the competent Local or Government Authority to allow the reconstruction of any Building following loss or damage, We will pay the difference between the land value before and after the loss or damage.

In the event of the competent Local or Government Authority allowing partial reconstruction only of any Building after loss or damage, We will pay the difference between the land value after such reconstruction and the land value before the loss or damage, less any sum paid by way of compensation by any Authority arising out of the action referred to above.

## 5. Optional Additional Benefits applicable to Section 1 – Property Insured

You will only be insured for these Optional Additional Benefits when they are shown in the Schedule.

### 5.1 Lot/Unit Owner's Fixtures and Improvements in Commercial Lots/Units

If Lot/Unit Owner's Fixtures and Improvements in a Lot/Unit that is occupied partly or solely for commercial purposes are lost or damaged as the result of an Incident covered under Section 1 – Property Insured of the Policy, We will pay, per Incident, up to the Sum Insured shown in the Schedule, to repair, Reinstatement or replace the Lot/Unit Owner's Fixtures and Improvements.

We will not pay to repair, Reinstatement or replace any:

- > undamaged Lot/Unit Owner's Fixtures and Fittings;
- > illegal installation.

The Additional and Special Benefits under Section 1 – Property Insured of the Policy are not available following loss or damage to Lot/ Unit Owner's Fixtures and Improvements in a Lot/Unit that is occupied partly or solely for commercial purposes.

### 5.2 Catastrophe Escalation Costs

In the event of Your Building being lost or damaged as a result of an Incident:

- > caused by a Catastrophe; or
- > that occurs no later than sixty (60) days after a Catastrophe which impacts an area within 100 km of the Situation.

We will increase the Sum Insured for Your Building by the amount shown in the Schedule, for the purpose of settling any valid claim under Section 1 – Property Insured arising from that Incident.



## Section 1 – Property Insured cont'd

For the purpose of this Optional Additional Benefit, Catastrophe means a government-declared catastrophe or emergency, or an event which the Insurance Council of Australia has declared to be an 'insurance catastrophe event'.

### 6. Basis of Settlement

#### 6.1 Reinstatement or Replacement

The basis upon which the amount payable to You is calculated will be the cost of Reinstatement of the Property Insured damaged at the time of its Reinstatement, subject to the following provisions and subject also to the terms, conditions and limit(s) or sub-limit(s) of liability of the Policy:

- > the work of rebuilding, or replacing, or repairing, or restoring or Reinstating, as the case may be (which may be carried out at another site and in any manner suitable to Your requirements, but subject to Our liability not being increased), must be commenced and carried out within a reasonable time considering all surrounding circumstances of the replacement, repair, restoring or rebuilding. If work is not commenced within a reasonable time, We will not make any payment greater than the Indemnity Value of the Property Insured at the time it was lost or damaged;
- > when Property Insured is damaged in part only, Our liability will not exceed the sum representing the cost which We could have been called upon to pay for Reinstatement if such property had been wholly damaged;
- > no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated will be made until a sum equal to the cost of Reinstatement shall have been actually incurred;
- > with Our prior consent, which shall not be unreasonably withheld, and where it is lawful, You are not bound to actually rebuild any Building destroyed, but may purchase an alternative existing building to replace the destroyed Building. Such replacement will be deemed to constitute "Reinstatement" for the purpose of this insurance, but We will not under any circumstances be liable to make any payment beyond the actual cost of rebuilding the Building destroyed; and
- > We will not be liable for the cost of Reinstatement of any illegal installations.

#### 6.2 Redevelopment Property

On Redevelopment Property, the cost of repair or Reinstatement or replacement is subject to an allowance for wear and tear, depreciation and betterment subject to Exclusion 7.9 under Exclusions applicable to Section 1 - Property Insured. If the property is not repaired or Reinstated, settlement will be restricted to the cost of demolition and/or removal of debris.

#### 6.3 Replacement by Similar Property

In those cases where the architectural features and structural materials of the Building(s) insured, possess a particularly ornamental, antiquarian or historical character, or the materials are not readily available, in calculating the cost which would have been incurred in Reinstatement if the whole of the property had been destroyed, the basis to be adopted is the cost of a similar type of building of current design and materials and of reasonably equivalent utility and capacity, and it is further noted that the Sum Insured under the Policy has been based accordingly.

#### 6.4 Reinstatement of Cover

In the event of loss or damage following an Incident covered under Section 1 - Property Insured of the Policy, the amount by which the Sum Insured or Limits of Liability is reduced as a consequence of the loss or damage will be automatically re-instated as from the date of loss provided that:

- > there is no written request from You or written notice by Us to the contrary;
- > this section is an operative Section of the Policy;
- > the claim has been notified to Us;
- > You pay the premium We require for the reinstatement; and/or
- > the loss or damage is not a total loss, whether actual or constructive.

## Section 1 – Property Insured cont'd

### 6.5 Undamaged Foundations

If foundations are not destroyed following loss or damage as the result of an Incident covered under Section 1 - Property Insured of the Policy and any Government or Statutory Authority requires reinstatement of the Building to be carried out on another site, the abandoned foundations will be considered as destroyed. If the resale value of the original building site is increased due to the presence of the abandoned foundations, the increase in resale value will be paid to Us at the time of sale.

### 6.6 Undamaged Portion any Building

If any Building or portion of a Building is not destroyed or totally destroyed following loss or damage as the result of an Incident covered under Section 1 - Property Insured of the Policy and any Government or Statutory Authority requires reinstatement of the Building to be carried out on another site, the abandoned undamaged portion of the Building will be considered as destroyed.

If the resale value of the original building site is increased due to the presence of the abandoned undamaged portion of the Building, the increase in resale value will be paid to Us at the time of sale.

## 7. Exclusions applicable to Section 1 – Property Insured

We will not be liable for any physical loss or damage caused directly or indirectly to:

7.1 Money, jewellery, furs, bullion, precious metals or stones, other than the specific cover provided under Additional Benefit 3.5 – Money.

7.2 retaining walls resulting from storm or rainwater;

7.3 Property Insured resulting from construction, erection, demolition, alteration or addition other when the value of such work does not exceed \$500,000;

7.4 empty premises undergoing demolition;

7.5 carpets resulting from staining, fading or fraying;

7.6 the popping and/or movement of swimming pools and/or the accidental breakage, chipping or lifting of tiles of swimming pools and/or their surrounds;

7.7 all Machinery (as defined in this Exclusion 7.7), electronic data processing equipment or electronic control equipment occasioned by or happening through any mechanical, electrical, electro- mechanical, electronic or hydraulic malfunction, failure, derangement, breakdown or non-operation of whatsoever kind.

This exclusion will not apply to any subsequent loss, destruction of or damage to such Machinery, electronic data processing equipment or electronic control equipment occasioned by or happening through any cause or Incident not otherwise excluded which results from any of the events referred in this Exclusion.

For the purpose of this exclusion, "Machinery" means any apparatus whether or not functioning independently or as any component part of a collection of apparatus which generates, contains, controls, transmits, receives, transforms or utilises any form or source of energy or power.

We will not be liable in respect of any physical loss, destruction or damage directly or indirectly caused by or arising out of or in consequence of or contributed to by:

7.8 incorrect siting of Buildings;

7.9 water from or action by The Sea, tidal wave, and high water, provided that this exclusion will not apply if loss, destruction or damage is directly or indirectly caused by or arising out of Earthquake

7.10 erosion, subsidence, earth movement or collapse unless resulting from Earthquake;

7.11 normal settling, seepage, shrinkage or expansion in Buildings or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration;

## Section 1 – Property Insured cont'd

- 7.12 birds, moths, termites or other insects, vermin, rust, or oxidation, mildew, mould, contamination or pollution, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour, texture or finish, smut or smoke from industrial operations. However, We will pay if any of these causes directly result in loss or damage from any other Incident claimable under Section 1 - Property Insured such as fire or glass breakage.
- 7.13 wear, tear, fading, gradual corrosion or gradual deterioration, concrete or brick 'cancer', wet or dry rot, rust, oxidation, chipping, scratching or marring, normal upkeep, making good or any developing flaws;
- 7.14 error or omission in design, plan or specification or failure of design;
- 7.15 faulty materials or faulty workmanship;
- 7.16 mechanical, hydraulic, electrical or electronic breakdown, failure malfunction or derangement of any machine or electrical and/or electronic device;
- 7.17 kidnapping, bomb threat, threat of contamination, hoax, extortion or any similar attempt;
- 7.18 any boiler (other than a boiler used for domestic purposes) economiser or other pressure vessel, including pipes, valves and other related apparatus in respect of which a certificate is required to be issued under the term of any statute or regulation, occasioned by or arising from explosion, rupture, collapse, bursting, cracking or overheating, provided that this exclusion will be limited to the aforementioned items immediately affected and will not extend to other property as a result of such loss, destruction or damage;
- 7.19 smut or smoke stains (other than when damage that occurs is sudden and unforeseen);
- 7.20 demolition ordered by any Federal, State or Local Government or their authorities, or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement;
- 7.21 Flood;
- 7.22 Vibration from, the removal or weakening of, or interference with, the support of land or Buildings or any other property, erosion, subsidence, landslide, mudslide, shrinkage or any other earth movement or resulting collapse, but this exclusion will not apply if the loss or damage is caused by or arises out of Earthquake, explosion or impact by Aircraft;
- 7.23 the invasion of tree or plant roots, but if such invasion blocks Your drainage system this exclusion will not apply to any subsequent damage to Your Building or Common Area Contents caused by the escape of water or liquids.

We will not be liable for any physical loss, destruction or damage:

- 7.24 to property undergoing any process involving the application of heat in which loss or damage is caused to such property by the application of heat;
- 7.25 under the Reinstatement or Replacement, Extra Cost of Reinstatement, Plot Ratio or Loss of Land Value Clauses, to Redevelopment Property;
- 7.26 caused by non-rectification of an Insured Property defect, error or omission, that You were aware of, or should reasonably have been aware of.

We will not be liable for any legal liability of whatsoever nature.

We will not be liable for any consequential loss of any kind, other than Loss of Rent as detailed under Additional Benefits 3.1.B,C and D.

## Section 1 – Property Insured cont'd

### 8. Special Conditions applicable to Section 1 – Property Insured

#### 8.1 Sprinkler Systems

Where any property, being Property Insured by the Policy, has an automatic sprinkler system installed which You own or where You are responsible for the operation or maintenance of the automatic sprinkler system, You must:

- > ensure that the property is protected, as required by law, by an approved installation of automatic sprinklers, automatic external alarm signal and automatic alarm signal connected with a Fire Brigade Station or other legally approved monitoring organisation;
- > exercise due diligence to ensure that any system and alarm signal are at all times maintained in good working order;
- > maintain the system regularly in accordance with Australian Standard AS1851.3-1997 Part 3: Automatic fire sprinkler systems; and
- > notify Us, in writing as soon as reasonably practicable, of any changes to the automatic sprinkler installation.

#### 8.2 Sum Insured indexation

We may automatically adjust the Sum(s) Insured each year according to the most appropriate price indices (as determined by Us). The premium You pay will be based on the adjusted Sum(s) Insured.

This automatic Sum(s) Insured adjustment at renewal does not replace Your responsibility for reviewing the Sum(s) Insured at renewal. You are not required to accept the revised Sum(s) Insured and can ask Us to amend them at any time.

# Section 2 – Property Owners Legal Liability

## 1. The Indemnity

We will pay on Your behalf all amounts which You become legally liable to pay for compensation for Personal Injury or Property Damage, happening during the Period of Insurance, due to an Occurrence in connection with:

- > Your ownership of the Property Insured, the Situation, and the services that You provide to and for the Lot/Unit Owners and occupiers of any Lot/Unit;
- > Your ownership of any underground or overhead services, roads, footpaths or bridges that form part of the property at the Situation;
- > the hire by any person of sporting or recreational facilities owned by You;
- > any social or recreational activities arranged for or on behalf of the Lot/Unit Owners or occupiers of any Lot/Unit;
- > the application of pesticides, herbicides or fertilisers to Common Areas at the Situation or the Property Insured;
- > Your ownership, use, control or possession of garden appliances, wheelchairs and golf buggies or Vehicles that do not require registration by any legislation or competent authority;
- > Your ownership, use, control or possession of any Watercraft that is less than eight (8) metres in length, provided that the Watercraft is not or should not have been insured under legislation of the State or Territory of Australia in which it is being used;
- > Lot/Unit Owner's Fixtures and Improvements, but only Lot/Unit Owner's Fixtures and Improvements of a Lot/Unit that is occupied solely for residential purposes; provided that Our liability under the Policy for all compensation payable as a result of any Occurrence will not exceed the Limit of Liability shown in the Schedule.

We will not pay You under Section 2 - Property Owners Legal Liability of the Policy in respect of any of the matters set out in 4. Exclusions applicable to Section 2 - Property Owners Legal Liability or in the General Exclusions Section. You must comply with 5. Special Conditions applicable to Section 2 - Property Owners Legal Liability and the General Conditions.

## 2. Excess

The standard Excess You will be required to pay for each claim under this Section for Property Damage is \$1,000.

## 3. Legal Costs

We will also pay:

- > costs and expenses incurred by Us, or by You with Our prior written consent, which shall not be unreasonably withheld, in the investigation, settlement or defence of any claim for compensation for which You are entitled to indemnity under the Policy; and
- > legal costs taxed or assessed against You in any claim referred to in Clause 1 - The Indemnity, above and all interest accruing from the entry of judgment against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgement.

Payment of costs and expenses under Section 2 - Property Owners Legal Liability of the Policy is in addition to the Limit of Liability.

## 4. Exclusions applicable to Section 2 - Property Owners Legal Liability

We will not be liable for claims for:

- 4.1 Personal Injury or Property Damage arising out of liability in connection with any business, profession, trade or manufacturing operations conducted by You or any other person(s) insured or otherwise, other than as the owner of the Property Insured at the Situation shown in the Schedule;
- 4.2 Personal Injury or Property Damage arising out of the occupation of Tenant(s) of the Building(s) or Common Area(s) including the maintenance, upkeep or housekeeping of the Tenant(s) at the Situation;

## Section 2 – Property Owners Legal Liability cont'd

4.3 Personal Injury or Property Damage caused by or arising directly or indirectly out of or in connection with the ownership, possession, maintenance, use or control of any Watercraft (exceeding eight (8) metres in length), Aircraft and Aerial Devices or Vehicles;

4.4 Personal Injury or Property Damage arising out of liability arising under any agreement unless such liability would have attached in the absence of such agreement.

This exclusion will not apply to liability assumed:

- > under any contract or lease of property;
- > by You under any contract or agreement with Your Strata Manager pertaining to Your ownership of the Property Insured, provided that the liability does not arise out of the negligence of Your Strata Manager or the failure of Your Strata Manager to fulfil their duties or obligations under the contract or agreement;

4.5 Personal Injury or Property Damage arising out of the construction, erection, or demolition of Building(s) or alteration and/or addition to Building(s) insured by the Policy, by You or on Your behalf other than alterations and/or additions when the value of such work does not exceed \$500,000;

4.6 Personal Injury or Property Damage arising out of or directly or indirectly from vibration, subsidence or from the removal or weakness of or interference with support to land, buildings or any other property;

4.7 Personal Injury or Property Damage arising directly or indirectly from explosion of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any Statute or Regulation;

4.8 Personal Injury or Property Damage arising out of a liability imposed upon You by reason of Your ownership, occupation or control of any property or structure used as a landing area for aircraft. The term "landing area" will include any area on which aircraft land, take off, are housed, maintained or operated;

4.9 Fines, punitive, exemplary, liquidated or aggravated damages regardless of any other provisions of this insurance;

4.10 Personal Injury or Property Damage arising out of a breach of the duty owed in a professional capacity by You and/or persons for whose breaches of such duty You may be legally liable provided that 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 the Situation;

4.11 Personal Injury or Property Damage arising out of claims:

- > brought against You in any country outside the Commonwealth of Australia;
- > for Personal Injury or Property Damage occurring outside the Commonwealth of Australia;

4.12 Personal Injury or Property Damage arising out of the publication or utterance of a libel or slander made prior to the commencement of this Period of Insurance or made by or at the direction of You with knowledge of that it was false;

4.13 Personal Injury or Property Damage arising out of any liability which arises from any deliberate or intentional act committed by You or by any person acting with Your express or implied consent;

4.14 The cost of litigation or proceedings initiated by You without Our prior written consent, which shall not be unreasonably withheld.

4.15 Personal Injury or Property Damage arising out of or in connection with marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) unless they are private in nature and used for pleasure craft.

## Section 2 – Property Owners Legal Liability cont'd

### 4.16 Property Damage to:

- > property owned or leased by You;
- > property in Your physical and legal control, but this exclusion will not apply to liability for Property Damage to:
  - (a) premises (including landlord's fixtures and fittings) which are leased or rented to You;
  - (b) premises (or their contents) not owned, leased or rented by You but temporarily occupied by You for work. No cover is granted for damage to that part of the property on which You are working and which arises out of such work;
  - (c) Vehicles (not belonging to or used by or on Your behalf) in Your physical or legal control where Property Damage occurs while Vehicles are in a car park owned or operated by You. Cover under this paragraph does not apply if You own or operate a car park for reward;
  - (d) employees' property;
  - (e) any other property not specified in clauses (a) to (d) inclusive, which is in Your physical and legal control subject to Our liability not exceeding \$50,000 for any one Occurrence.

However, We will not be liable for:

- > Property Damage to goods or property while being transported or carted;
- > Property Damage to that part of any property which You have been working on where the Property Damage arises from such work.

### 4.17 Personal Injury or Property Damage caused by or arising directly or indirectly out of or in connection with:

- > the application of any fertiliser, pesticide or herbicide which is not in accordance with any Public or Statutory Authority requirement or, in the absence of any such requirement, not in conformity with the manufacturer's recommendations;
- > loss or damage to the Situation or the Property Insured, or its improvements including gardens and lawns, to which the fertiliser pesticide or herbicide was being applied;

We will not provide cover for:

4.18 Personal Injury to any Employee arising directly or indirectly out of or in the course of their employment with You. For the purpose of this exclusion, "Employee" means any person engaged under a contract of service or apprenticeship with You but does not include any person employed under such a contract who is excluded from the definition of worker under any Workers Compensation legislation;

4.19 any claim or claims arising out of the provisions of any Workers Compensation legislation or any industrial award or agreement or determination;

4.20 any claim or claims for which You are or would have been entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to Worker's or Workmen's Compensation including any State or Territory (whether insurance is effected or not);

4.21 any claim or claims for any actual or alleged liability caused by or arising directly or indirectly out of or in connection with the molestation of, or physical or psychological interference with, any person;



## Section 2 – Property Owners Legal Liability cont'd

4.22 any claim or claims for any products liability whatsoever including but not limited to any liability:

- > for Property Damage to Your Product caused by or arising directly or indirectly out of or in connection with any defect or lack of quality in Your Product, the harmful nature of Your Product or unsuitability or ineffectiveness of Your Product;
- > caused by or arising directly or indirectly out of or in connection with the withdrawal, inspection, removal, reinstallation, repair, replacement or loss of use of Your Product, or of any property of which Your Product forms a part, if Your Product is recalled from the market or from use because of any known or suspected defect or deficiency in it;
- > in connection with the design, plan, formula or specification of Your Product or any instructions, warnings, advice or information on the characteristics, use, storage or application of Your Product;
- > for loss of use of tangible property (not physically lost, destroyed or damaged) caused by or arising directly or indirectly out of the failure of Your Product to meet the level of performance quality, fitness or durability expressly or impliedly warranted or represented by You;

4.23 any claim or claims for any actual or alleged liability caused by or arising directly or indirectly out of or in connection with Lot/Unit Owner's Fixtures and Improvements of any Lot/Unit that is occupied solely or partly for commercial purposes;

4.24 any claim or claims for Personal Injury or Property Damage (including loss of use of property) directly or indirectly caused by or arising from exposure to asbestos or materials containing asbestos;

4.25 for the cost of repairing, correcting, performing or improving any work or service undertaken or provided by You or on Your behalf.

### 5. Special Conditions applicable to Section 2 - Property Owners Legal Liability

5.1 Notice in writing must be given as soon as reasonably practicable to Us of every Occurrence, clause, writ, summons, proceeding, impending prosecution, inquest and all information that will come to Your knowledge in which there may arise liability under the Policy. Such notice must be given by You and Your knowledge will be deemed to include the knowledge of any person included in the definition of You/Your/Insured.

5.2 You must not without Our written consent (which shall not be unreasonably withheld), make any admission, offer, promise or payment in connection with any Occurrence or claim and We will be entitled to take over and conduct in Your name the defence or settlement of any claim.

5.3 You must use all reasonable endeavours to preserve all property, appliances, plant or things which might provide necessary or useful evidence in connection with any claim and so far as may be reasonably practicable no alteration or repair should be made to any premises, fencing, machinery, furnishings, fittings, appliances or plant without Our consent (which shall not be unreasonably withheld) and until We have had an opportunity of inspection.

5.4 We will be entitled to prosecute in Your name and at Our expense and for Our benefit any claim for indemnity or damages or otherwise.

5.5 We will have discretion in the conduct of any proceedings in connection with any claim and You must give all information and assistance as We may reasonably require in the prosecution, defence or settlement of any claim. We will keep you informed of the status of proceedings and material developments and We will consult with you where appropriate.

5.6 You must take and cause to be taken all reasonable precautions to comply with all Statutory Obligations and Regulations imposed by any Authority.



# Section 3 – Fidelity Guarantee

## 1. The Indemnity

We agree to indemnify You in respect of the fraudulent misappropriation or theft that is first discovered by the Body Corporate during the Period of Insurance of funds owned by the Body Corporate and set aside for the purpose of management of the Body Corporate affairs up to the Sum Insured shown in the Schedule.

## 2. Excess

The standard Excess You will be required to pay for each claim under this Section is \$1,000.

## 3. Exclusions applicable to Section 3 - Fidelity Guarantee

We will not be liable for:

- 3.1 any payment under the Policy if You have not, insofar as it is reasonably possible, exhausted Your rights and entitlements under any bond effected under the Strata Schemes Management Act 2015 (NSW) or its equivalent in the legislation of other States or any fund providing for infidelity;
- 3.2 any fraudulent misappropriation or theft committed on the part of the person concerned, after the initial discovery of loss;
- 3.3 any losses attributable to any member of the committee of the governing body of the Building who is an authorised Strata Manager, director, partner, representative or employee of a strata managing company with whom You or any Lot/Unit Owner has entered into any management agreement.

# Section 4 – Voluntary Workers Personal Accident

## 1. The Indemnity

We will pay compensation to any Voluntary Worker or in the case of his/her death to the Voluntary Worker's executors or administrators, if any Voluntary Worker sustains bodily injury:

- > caused solely and directly by violent, accidental, external and visible means; and
- > while performing voluntary work on Your behalf during the Period of Insurance; and
- > which independently of any other cause, results in or occurs within twelve (12) months of sustaining such bodily injury, in the Compensation Events listed below.

We will not pay compensation under Section 4 - Voluntary Workers Personal Accident of the Policy in respect of any of the matters set out in 5. Exclusions applicable to Section 4 - Voluntary Workers Personal Accident or in the General Exclusions Section.

## 2. Compensation Events

Compensation Event	Amount Payable
2.1 Death	100% of the Capital Benefit shown in the Schedule
2.2 Total and irrecoverable loss of all sight in both eyes	100% of the Capital Benefit shown in the Schedule
2.3 Total and permanent loss of the use of both hands or of the use of both feet or of the use of one hand and one foot	100% of the Capital Benefit shown in the Schedule
2.4 Total and permanent loss of use of one hand or of the use of one foot	50% of the Capital Benefit shown in the Schedule
2.5. Total and irrecoverable loss of all sight in one eye	50% of the Capital Benefit shown in the Schedule
2.6 (a) Total disablement from engaging in or attending to usual profession, business or occupation in respect of each week of disablement	100% of the actual loss of Income up to the Weekly Benefit shown in the Schedule for a maximum of 104 weeks
(b) Partial disablement from engaging in or attending to usual profession, business or occupation in respect of each week of disablement	100% of the loss of Income up to 50% of the Weekly benefit shown in the Schedule for a maximum of 104 weeks
2.7 Travel expenses incurred in obtaining medical treatment following bodily injury to a Voluntary Worker	1% of the Capital Benefit shown in the Schedule
2.8 Reasonable cost of domestic assistance following bodily injury to a Voluntary Worker	Up to \$500 per week for a maximum of 10 weeks

## 3. Excess

In respect to Compensation Event 2.6 We will not pay the Weekly Benefit for the first seven (7) days of disablement.

## Section 4 – Voluntary Workers Personal Accident cont'd

### 4. Restrictions on Cover

4.1 If the Voluntary Worker becomes entitled to compensation under more than one of the Compensation Events 2.1 to 2.6 in respect of the same bodily injury:

- > compensation will not be payable under any Compensation Event if such event could be covered under another Compensation Event for which greater compensation is payable;
- > compensation payable will not exceed (in the aggregate) the compensation for Compensation Event 2.1.

4.2 After the occurrence of any one of Compensation Events 2.2 to 2.5 there will be no further liability under this Section for these Compensation Events for the same Voluntary Worker.

4.3 Compensation will not be payable:

- > under item 2.6 in excess of one hundred and four (104) weeks in all in respect of any one injury or series of injuries arising from any one accident;
- > under item 2.6 for the first seven (7) days of disablement;
- > under item 2.6 where the Voluntary Worker was not in receipt of wages, salary or any form of remuneration gained from their personal exertion at the time the bodily injury occurred;
- > unless the injured Voluntary Worker will as soon as reasonably practicable after the occurrence of any bodily injury, obtain and follow medical advice from a legally qualified medical practitioner;
- > for more than one (1) of item 2.6(a) and 2.6(b) in respect of the same period of time;
- > under item 2.7 in excess of one percent (1%) of the Capital Benefit shown in the Schedule in all in respect of any one injury or series of injuries arising from any one accident;
- > under item 2.8 in excess of ten (10) weeks in all in respect of any one injury or series of injuries arising from any one accident;
- > in respect of children under the age of twelve (12) years; or
- > for any coverage, indemnity, fees or charges that are covered by Medicare, private health insurance, a statutory insurance scheme such as Workers Compensation, any other statutory insurances or which can only be covered by a registered health insurer. This includes those costs that the law states We cannot cover, such as Medicare 'gaps'.

### 5. Exclusions applicable to Section 4 - Voluntary Workers Personal Accident

We will not be liable in respect of any injury, death, disablement or sickness directly or indirectly caused by or arising out of or in consequence of, regardless of any other cause or event contributing concurrently or in any other sequence, or contributed to by:

5.1 death or disablement that results from:

- > a deliberately self-inflicted injury;
- > the Voluntary Worker:
  - > being under the influence of intoxicating liquor or of a drug, other than a drug taken or administered by or in accordance with the advice of a duly qualified medical practitioner;
  - > taking part in a riot or civil commotion;
  - > acting maliciously;
  - > engaging in any criminal act; or
  - > engaging in professional sporting activities;

5.2 any sexually transmitted disease, herpes or acquired immune deficiency syndrome (AIDS);

## Section 4 – Voluntary Workers Personal Accident cont'd

- 5.3 neurosis, psychoneurosis, psychosis, mental, emotional, depression, stress or anxiety condition, disease or disorder;
- 5.4 childbirth, miscarriage, termination of birth or any complications with pregnancy;
- 5.5 any injury giving rise to a right to claim any compensation from his/her employer or any person liable to pay compensation under or by virtue of any Workers Compensation Act or Ordinance or any other Statutory Enactment or law providing for payment in the nature of compensation whether such right is exercised or not.

# Section 5 – Office Bearer’s Liability

## 1. The Indemnity

We will indemnify You against any Loss in connection with any Claim:

- > made against You during the Period of Insurance; and
- > immediately notified to QUS in writing during the Period of Insurance; and
- > arising out of a Wrongful Act which occurred subsequent to the Retroactive Date; and
- > for which You have not been indemnified, and are not entitled to be indemnified, by the Body Corporate.

The Body Corporate

We will indemnify the Body Corporate against any Loss in connection with any claim:

- > made against You during the Period of Insurance for which the Body Corporate has indemnified You, as permitted or required by law;
- > immediately notified to QUS in writing during the Period of Insurance; and
- > arising out of a Wrongful Act which occurred subsequent to the Retroactive Date.

Strata Manager while Acting as Office Bearer

We will indemnify the natural person Strata Manager while acting as an Office Bearer of the Body Corporate against any Loss in connection with any Claim:

- > made against the natural person Strata Manager during the Period of Insurance; and
- > immediately notified to QUS in writing during the Period of Insurance; and
- > arising out of a Wrongful Act which occurred subsequent to the Retroactive Date; and
- > for which the natural person Strata Manager has not been indemnified, and is not entitled to be indemnified, by the Body Corporate or any incorporated Strata Manager.

The amount payable in respect of all Claims under Section 5 - Office Bearer's Liability of the Policy, inclusive of claimant's costs and expenses and the costs and expenses incurred by or with Our written consent, which shall not be unreasonably withheld, in the investigation, defence or settlement of any Claim during the Period of Insurance, will not exceed the Limit of Liability, regardless of the number of Claims made or reported during one Period of Insurance.

We will not pay You under Section 5 - Office Bearer's Liability of the Policy in respect of any of the matters set out in 5. Exclusions applicable to Section 5 - Office Bearer's Liability or in the General Exclusions Section.

You must comply with 7. Special Conditions applicable to Section 5 - Office Bearer's Liability of the Policy and the General Conditions.

## 2. Excess

The standard Excess You will be required to pay under this Section is \$1,000.

## 3. Definitions applicable to Section 5 - Office Bearer's Liability

Whenever the words listed below are used in Section 5 - Office Bearer's Liability only and are capitalised, they mean what is set out below.

**Claim** means any:

- > written complaint containing a demand for compensation or damages alleging a Wrongful Act; or
- > a civil proceeding brought by a third party for recovery of compensation or damages in relation to a Wrongful Act; or
- > criminal proceeding brought against You alleging a Wrongful Act.

## Section 5 – Office Bearer’s Liability cont’d

**Loss** means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlement and costs, cost of investigation (excluding salaries of Officer Bearers and Your employees) and costs of defence of legal actions, Claims or proceedings and appeals but does not include any amount payable in respect of punitive, exemplary or aggravated damages. All losses arising out of the same act or inter-related acts of one or more Office Bearers will be considered a single Loss only.

**Office Bearer** means a person appointed by the Body Corporate to act as an Office Bearer or committee member in terms of the Strata Titles Legislation applying where the Property Insured is situated:

- > a Strata Manager appointed as an agent of an Office Bearer and/or committee member;
- > a person invited by an Office Bearer and/or committee member to assist in the management of the Body Corporate affairs.

**Retroactive Date** means the date from which officers of the Insured have been continuously insured under one policy, or successive policies, of claims made insurance which provided the same or similar cover to this Policy.

**Wrongful Act** means any actual or alleged error or misstatement, misleading statement, act or omission or neglect or breach of duty committed or alleged to have been committed by You or any matter claimed against You solely by reason of You acting as an Office Bearer of the Body Corporate.

**Company Title** means where the Building is subject to a Company Title this cover extends to the directors of the Company Title board and all references to any Office Bearer or the Body Corporate in the Policy will be deemed to refer to any director or to the Company as the case may be.

### 4. Additional Benefits applicable to Section 5 - Office Bearer's Liability

#### 4.1 Continuous Cover

If You could and should have notified any Claim or circumstance which might give rise to a Claim under any prior policy of which this Policy is a renewal or replacement issued by Us, We shall accept such a notification under the prior policy provided We were the issuer of the prior policy.

#### 4.2 Extended Reporting Period

Exclusion 5.10 in 5. Exclusions applicable to Section 5 - Office Bearer’s Liability shall not apply to any Claim provided that:

- (i) such Claim is reported within thirty (30) days of the expiry of the Period of Insurance;
- (ii) arises out of a Wrongful Act which occurred subsequent to the Retroactive Date and prior to expiry of the Period of Insurance; and
- (iii) You do not renew the Policy with Us.

The Limit of Liability, applicable Excess and Policy terms and conditions under this Additional Benefit will be those available under the Policy in force at the expiry of the Period of Insurance.

### 5. Exclusions applicable to Section 5 - Office Bearer’s Liability

We will not be liable under the Policy to make any payment for any Loss in connection with any Claim in respect of or by reason of:

- 5.1 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;
- 5.2 moneys or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary or prescribed by law;
- 5.3 any circumstances of which notice has been given under any other policy the term of which has expired prior to the inception of this Policy;
- 5.4 Personal Injury or Property Damage except as arising from any negligent failure by You to effect valid Public Liability Insurance on behalf of the Body Corporate as required by law;
- 5.5 fines or penalties imposed by law;

## Section 5 – Office Bearer’s Liability cont’d

5.6 a conflict of duty or interest of any Office Bearer;

5.7 any intentional exercise of the powers of an Office Bearer for a purpose other than the purpose or which such powers were conferred by the articles of the Body Corporate.

We will not be liable under the Policy to make payment for any Loss in connection with any Claim:

5.8 made or threatened or in any way intimated on or before the inception date of this Policy specified in the Schedule;

5.9 arising from any circumstances You had become aware of prior to the inception date of the Policy specified in the Schedule and which a reasonable person in the position would, at any time prior to the inception date, have considered may give rise to a Claim under this Policy;

5.10 first notified to Us after the expiry of this Policy;

5.11 brought against You in a court of law outside the Commonwealth of Australia;

5.12 for libel or slander;

5.13 brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of Yours, providing that this exclusion will not apply to the costs of a successful defence;

5.14 arising from, attributable to or in any way connected with any:

- > breach or alleged breach of duty, or error or omission, relating to the rendering or failure to render services and/or advice; or
- > breach or alleged breach of, or error or omission in connection with, any contract for the provision of services and/or advice;

5.15 for exemplary, aggravated, punitive or liquidated damages;

5.16 brought against the Strata Manager (other than as covered under Clause 1 - The Indemnity, of Section 5 - Office Bearer’s Liability of the Policy) or any other contracted person(s), firm or company when acting in their professional capacity.

### 6. Proviso

It is agreed that any fact pertaining to any Office Bearer will not be imputed to any other Office Bearer for the purpose of determining the application of exclusions 5.1, 5.2, 5.6, 5.7 in 5. Exclusions applicable to Section 5 - Office Bearer’s Liability or General Condition 7. .

### 7. Special Conditions applicable to Section 5 - Office Bearer’s Liability

7.1 Payment of the costs and expenses in the investigation, defence or settlement of any Claim where We have not yet agreed to indemnify You under Section 5 - Office Bearer’s Liability of the Policy will be at Our reasonable discretion.

7.2 If You unreasonably refuse to consent to any settlement recommended by Us and agreed to by the other party and elect to contest or continue any legal proceedings, Our liability for the Claim will not exceed the amount of such settlement plus the costs and expenses incurred up to the date of such refusal.

7.3 The inclusion in the Policy of more than one (1) insured party will not extend to increase Our Limit of Liability.

7.4 Any sum paid by Us in the discharge or settlement of any threat or intimation of a Claim in relation to any circumstances which might give rise to a Claim, will be deemed to be a payment made in the discharge or settlement of a Claim under this Policy and in particular and without limiting the generality of the foregoing, will be deemed to be a payment for the purpose of calculating the aggregate of all Claims under the Policy pursuant to 1. The Indemnity Clause in Section 5 - Office Bearer’s Liability. We will however advise You of such potential settlement prior to actual settlement.

## Section 5 – Office Bearer’s Liability cont’d

7.5 It is a condition precedent to liability under this Policy Section that notice be given to Us as soon as reasonably practicable of:

- > any Claim made against You;
- > the receipt of notice from any person of an intention to make a Claim against You; or
- > any circumstances of which You become aware and which may give rise to a Claim against You and/or a Claim under this Policy, and You will upon reasonable request give Us such information and assistance as We may reasonably require. Any Claim subsequently arising from any matter or circumstances so notified to Us will be deemed to have been made during the Period of Insurance.

7.6 You or any person acting on behalf of the Body Corporate must not admit liability for or settle any Claim, or incur any costs or expenses without Our consent, which shall not be unreasonably withheld.

We will be entitled at any time to take over and conduct in Your name of any proceeding arising out of or relating to any Claim. We will keep, however, You advised as to the status of such proceedings. We will not exercise any rights of subrogation against any employee of the Insured unless the employee was guilty of dishonest, fraudulent, criminal or malicious conduct or serious wilful misconduct.

7.7 Where Section 5 - Office Bearer’s Liability of the Policy insures more than one party, if one or more of party or parties:

- > fails to comply with their duty of disclosure as set out in the *Insurance Contracts Act 1984* (Cth); or
- > misrepresents information supplied to Us before the Policy was entered into or when it was renewed; or
- > fails to comply with any terms of conditions of this Section or the Policy;

the conduct of one or more party or parties will not prejudice the rights of the remaining party or parties provided that the remaining party or parties, on becoming aware of any conduct that increases the risk insured by the Policy, gives notice in writing to Us as soon as reasonably practicable of such conduct and pays any additional premium that We may require.



# Section 6 – Machinery Breakdown

## 1. The Indemnity

We will pay You in accordance with the Sum Insured specified in the Policy Schedule and the Basis of Settlement below for:

- > Machines, against Breakdown;
- > Boilers and Pressure Plant, against Breakdown, Collapse or Explosion;

occurring at the Situation during the Period of Insurance.

We will not pay You for loss or damage caused by an Incident for which cover is available under Section 1 - Property Insured of the Policy or in respect of any of the matters set out in the 7. Specific Exclusions applicable to Section 6 - Machinery Breakdown or in the General Exclusions Section. You must comply with the General Conditions of the Policy.

## 2. Definitions applicable to Section 6 - Machinery Breakdown

The meaning of some of the important words and terms used in Section 6 - Machinery Breakdown only, are shown below.

**Boilers and Pressure Plant** means those parts of the permanent structure of boilers and pressure plant separately specified in the Schedule which are subject to internal steam, gas or fluid pressure (other than atmospheric pressure) or vacuum, including:

- > fittings, pipes and direct attachments which are connected to the permanent structure without any intervening valve or cock;
- > supports for the structure (other than foundations, masonry or brickwork) such as furnace doors, access doors, external combustion chambers, smoke boxes and casings; and
- > metal parts of pressure and water gauges and their connections to the permanent structure.

Provided that these items:

- > have successfully completed initial commissioning; and
- > are owned by You or for which You are legally responsible.

**Breakdown** means sudden and unforeseen physical damage to Machines and Boilers and Pressure Plant from any cause not excluded, which requires repairs or replacement to enable normal working to continue.

**Collapse** means the sudden distortion of the furnace of a boiler or any part of a pressure vessel caused by the bending or crushing of the permanent structure by the force of steam, gas, fluid pressure or vacuum including sudden and unforeseen physical loss or damage caused by overheating resulting from a deficiency of water.

**Explosion** means the sudden, unforeseen and violent rending of any Boilers and Pressure Plant by force of internal steam, gas or fluid pressure or the pressure of ignited flue gases.

**Machine(s)** means mechanical and electrical plant and machinery owned by the Body Corporate.

## 3. Insured Items

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

that form part of Your Property Insured or its services.

## 4. Limit of Liability

The most We will pay is the Sum Insured for all claims in respect of any one Incident.

## Section 6 – Machinery Breakdown cont'd

### 5. Excess

The standard Excess You will be required to pay under this Section in respect to all claims for loss or damage is:

- > chillers, cooling works, generators and central air conditioners \$5,000;
- > lifts and pump motors \$2,500;
- > all other losses \$1,000.

### 6. Basis of Settlement

#### 6.1 Breakdown

In the event of a claim payable under Section 6 - Machinery Breakdown of the Policy for Breakdown of Machines or Boilers and Pressure Plant, (subject to any limitation or restriction applying under paragraph 6 - Automatic Temporary Cover, of Section 6 - Machinery Breakdown of the Policy) We will pay for the costs to repair or replace the items that suffered loss or damage or pay a cash equivalent of such repair or replacement. We will also pay the cost of:

- > liquids or refrigerant gases or insulating oil necessary to complete the repairs;
- > transport, labour and the on-site cost of parts.

Provided that:

- > if necessary parts are unavailable or obsolete, Our liability will be limited to the estimated cost of similar parts for similar equipment to that which suffered loss or damage that is currently available;
- > if necessary parts are found to be unobtainable, Our liability will be limited to the manufacturer's or supplier's last list price; and
- > We will not pay for the cost of alterations, improvements, maintenance or overhauls carried out in conjunction with the repair or replacement.

Where We choose to repair a Machine, We will also pay:

- > up to ten percent (10%) of the Sum Insured of the insured item towards the cost of hiring a temporary replacement Machine during the time taken to repair any insured loss or damage;
- > for costs of dismantling and reassembly and/or reinstallation;
- > for removal of debris;
- > for any overtime or similar penalty rate costs;
- > for freight charges within Australia up to a limit of ten percent (10%) of the Sum Insured of the insured item; and
- > for statutory charges including sales tax and/or customs duties.

#### 6.2 Collapse or Explosion

In the event of a claim payable under Section 6 - Machinery Breakdown of the Policy for Collapse or Explosion of Boilers and Pressure Plant, We will repair or replace the damaged or destroyed item or pay the cash equivalent of such repair or replacement.

Provided that:

- > if the damage is repairable We will pay the necessary costs to restore the item to its condition immediately before the Collapse or Explosion;
- > if restoration costs exceed the value of a new and equivalent replacement item then We will replace the damaged or destroyed item with an item of similar quality and size. If the item is replaced with one that is of a better quality or size, We will pay the cost that would have been incurred if an exact replacement had been installed;

## Section 6 – Machinery Breakdown cont'd

- > if repair or replacement is not effected within twelve (12) months from the date of Collapse or Explosion, We will not pay more than the Indemnity Value of the item immediately before the Collapse or Explosion. We will extend this period to the extent that due to Our fault We caused or contributed to the delay in work commencing within such time. However, if the work is not commenced within a reasonable time, We will not make any payment greater than the Indemnity Value; and
- > We will not pay for the cost of alterations, improvements, maintenance or overhauls carried out in conjunction with the repair or replacement.

### 7. Specific Exclusions applicable to Section 6 - Machinery Breakdown

7.1 We will not pay for any costs associated with:

- > cleaning or maintenance services;
- > alterations, additions, improvements or overhauls, adjustments or replacement of undamaged components whether carried out in the course of repairs or as a separate operation;
- > replacement or restoration following gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation);
- > repair of or claims for scratches to, or discolouration, of painted or polished surfaces;
- > adjustment, cleaning or recharging of refrigeration or air conditioning equipment unless necessary as part of the repair of any Machine insured under Section 6 - Machinery Breakdown of the Policy;
- > provisional repairs or remedial action unless such repairs or action constitute part of the final repairs and do not increase the total repair costs;
- > loss of refrigerant, oil or lubricant due solely to worn or deteriorated seals or valves;
- > the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.

7.2 We will not pay for the cost of repair or replacement of:

- > worn or spent belts, filters, refrigerant dryers, fuses, electric heating elements, electrical contacts, thermostats, thermostatic expansion valves, lamps gland packing, seals, cutting blades, commutators, slip rings, conducting brushes, chains, ropes, tyres, pressure switches, bearings, glass or ceramic components, fuel lamps, collecting brushes, belts, joints or non metallic parts and all operating media;
- > component parts necessitated by wear and tear caused by or resulting from ordinary use or working or gradual deterioration; or
- > storage tanks and vats.

7.3 We will not pay for loss, destruction or damage caused by:

- > any crack, fracture, blister, lamination, flaw or grooving even when accompanied by leakage, which has not penetrated completely through the entire thickness of the material of the Machine or Boilers and Pressure Plant;
- > any slowly developing deformation or distortion to any Machine or Boilers and Pressure Plant;
- > fire, smoke or soot, extinguishment of a fire or subsequent demolition, spontaneous combustion
- > lightning, Earthquake, hail, wind, rain, Flood, storm and/or tempest, action of The Sea, tidal wave, erosion, collapse, subsidence, landslide, mudslide, settling or movement of earth;
- > impact by Aircraft and Aerial Devices, falling trees, Vehicles, Watercraft, external antennas, communication towers, masts, satellite dishes or any animal(s);
- > theft or attempted theft or malicious damage;
- > leakage of water or liquid from any pipe, tank, guttering or fixed apparatus including automatic fire sprinkler systems;

## Section 6 – Machinery Breakdown cont'd

- > any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the Machine or Boilers and Pressure Plant;
- > unloading or delivery to, or loading prior to dispatch from the Situation;
- > testing and commissioning, intentional overloading or experiments, and any usage beyond or outside the manufacturers specifications; or
- > any chemical explosion (except flue gas explosion in boilers).

7.4 We will not pay for any additional costs due to:

- > delay or detention; or
- > penalties.

7.5 We will not pay for any loss or damage to any Machine or Boilers and Pressure Plant for which the manufacturer or supplier or other parties are responsible under any maintenance or service agreement or manufacturers or suppliers warranty, or would have been responsible but for a breach of the conditions of such agreements or warranty by You.

7.6 We will not pay for any loss, damage or destruction to:

- > reticulated electrical wiring, liquid or gas piping; or
- > a safety or protective device caused by its own operation.

7.7 We will not pay for consequential loss of any kind or description whatsoever unless specifically included in this Section.

# Section 7 – Legal Expenses

## 1. The Indemnity

### 1.A Health and Safety Breaches

We will indemnify You, for Legal Expenses incurred with Our written consent, which shall not be unreasonably withheld, in the pursuit of an appeal against:

- > any improvement or prohibition notice issued to You pursuant to any workplace occupational health or safety legislation, by any authority, body or person legally entitled to issue such a notice;
- > any determination made against You under any workplace occupational health or safety legislation by any authority, body or person legally entitled to make such a determination; and
- > provided that the improvement or prohibition notice is issued or determination made during the Period of Insurance and any Claim for Legal Expenses in pursuit of an appeal are notified to Us during the Period of Insurance.

### 1.B Legal Defence Expenses

We will indemnify You on the basis set out below, for Legal Expenses incurred in connection with Legal Event 1 or 2 arising out of a dispute that occurs during the Period of Insurance.

We will pay Your Legal Expenses in relation to Legal Event 1 or 2 arising out of a dispute if:

- > the dispute arises in connection with Your Business; and
- > there are reasonable prospects of a successful defence of an action or proceeding; and
- > it is reasonable for Legal Expenses to be provided in the circumstances; and
- > the dispute occurs in Australia; and
- > any legal proceedings take place in Australia; and
- > only Australian law is applicable to the action or proceedings; and
- > a Claim is first made against You during the Period of Insurance; and
- > You notify Us of any Claim for Legal Expenses during the Period of Insurance.

We will not pay You under Section 7 – Legal Expenses of the Policy in respect of any of the matters set out in 5. Specific Exclusions applicable to Section 7 - Legal Expenses or in the General Exclusions Section. You must comply with the 6. Special Conditions applicable to Section 7 – Legal Expenses and the General Conditions.

## 2. Definitions applicable to Section 7 - Legal Expenses

The meaning of some of the important words and terms used in Section 7 – Legal Expenses of the Policy only, are shown below.

**Claim** means a written demand by a third party against You for compensation, damages or for non-monetary relief; or a civil proceeding brought by a third party against You for recovery of compensation, damages or for non-monetary relief.

**Legal Event 1** means a dispute arising from:

- > the operation of the *Competition and Consumer Act 2010* (Cth) and its provisions; or
- > the operation of any Australian consumer protection legislation; or
- > in respect of owning, operating and managing the Building(s) insured under Section 1 – Property Insured.

## Section 7 – Legal Expenses cont'd

**Legal Event 2** means a dispute arising from:

- > a contract or alleged contract of employment with any employee, ex-employee or a prospective employee of the Body Corporate; and
- > any alleged act or omission by You or an employee of the Body Corporate arising out of or in the course of their normal employment in Your Business that leads to civil or criminal proceedings being taken against You or them under any Australian anti-discrimination legislation.

**Legal Expenses** means reasonable legal costs and disbursements incurred by You with Our consent, which shall not be unreasonably withheld.

**Your Business** means Your ownership of the Property Insured.

**Your Solicitor** means the solicitor appointed to act for You when Our approval is obtained in accordance with the terms and conditions of the Policy.

### 3. Limit of Liability

The most We will pay for all Claims during the Period of Insurance under Section 7 – Legal Expenses of the Policy is the amount shown in the Schedule.

### 4. Excess

You must pay the first ten percent (10%) of all Legal Expenses or \$1,000, whichever is the lesser.

### 5. Specific Exclusions applicable to Section 7 - Legal Expenses

The following exclusions are only applicable to 1.B Legal Defence Expenses.

We will not be liable for any claim in respect of or arising from:

- 5.1 the molestation of, the interference with, the mental abuse of or the physical abuse of any persons;
- 5.2 any dispute with Us or Our agents arising from the Policy;
- 5.3 patents, copyrights, trademarks, merchandise, secrecy, restraint of trade and confidentiality agreements;
- 5.4 bodily injury or loss of or damage to property or financial loss resulting from Pollutants which have escaped into or upon land, or pollution caused by any trade waste, smoke, soot, fumes, liquids, gases or other substances discharged, dispersed, released or atmosphere or any watercourse or body of water unless that discharge, dispersal, release or escape is instantaneously caused by a sudden, unexpected and unintended happening;
- 5.5 payment of fines or other penalties which You or an employee of the Body Corporate may be ordered to pay;  
or
- 5.6 any legal liability or any Legal Expenses which would be covered under any other Section of the Policy, regardless of whether You have selected cover under that Section or not.

The following exclusions are applicable to both 1.A Health and Safety Breaches and 1.B Legal Defence Expenses.

We will not be liable for any Claim arising from:

- 5.7 any act, omission or dispute which occurred prior to the Period of Insurance and which You knew or ought reasonably to have known was likely to give rise to a Claim or legal proceedings against You;
- 5.8 Legal Expenses incurred prior to the written acceptance of a claim by Us or incurred without Our consent, which shall not be unreasonably withheld;
- 5.9 the breach or alleged breach of any professional duty, including advice or treatment advice, by You or an employee of the Body Corporate or Strata Manager;
- 5.10 damages for death, bodily injury, disease or illness of or to any person;

## Section 7 – Legal Expenses cont'd

5.11 a criminal act committed deliberately by You or an employee of the Body Corporate;

5.12 any matter where You or an employee;

- > defend a Claim or legal proceedings or commence an appeal without Our consent, which shall not be unreasonably withheld, or against the advice of or in a different manner from that advised by Your Solicitor; or
- > fail to give proper instructions in a reasonable or required time to Your Solicitor;
- > are responsible for a delay which has resulted in a costs order against You, additional costs being incurred or which is prejudicial to the successful outcome of the proceedings or appeal.

5.13 the salary or wages or other financial loss of You or any employee of the Body Corporate or Strata Manager in respect of time absent from work arising from the Claim, proceedings or appeal including but not limited to, attending upon solicitors, providing statements, attending any informal conference, settlement conference or court proceedings.

We will not indemnify You for:

5.14 any Claim notified after the expiry of the Period of Insurance;

5.15 any costs or Legal Expenses whatsoever in any way connected with any Claim, dispute or legal proceedings initiated by You;

5.16 any costs or Legal Expenses unless We consider that there are reasonable prospects of successfully appealing against any notice or determination issued pursuant to any occupational health, safety or workplace legislation; or

5.17 any costs or Legal Expenses unless We consider that there are reasonable prospects of successfully defending any Claim or legal proceedings bought against You.

### 6. Special Conditions applicable to Section 7 - Legal Expenses

6.1 Making a Claim

- > You must obtain and send to Us at Your expense a written opinion from Your Solicitor which addresses the following:
  - (a) the facts of the Claim;
  - (b) the law applicable to the dispute;
  - (c) the prospects of successfully defending the Claim or legal proceedings or appealing against any notice or determination;
  - (d) the estimated Legal Expenses for defending the proceedings or pursuing the appeal;
  - (e) the fee structure and any costs agreement (actual or proposed) in relation to legal services directly connected to the dispute.
- > We will pay the reasonable cost of obtaining this opinion if We agree to pay Legal Expenses under Section 7 – Legal Expenses of the Policy.
- > If We refuse to accept or discontinue a Claim We will give You Our reasons in writing. If We refuse or discontinue a Claim and You commence or continue the Claim or legal proceedings and are successful, We will pay Legal Expenses as if We had given Our consent in the first place.
- > We will deem a Claim first notified to Us at the time You give Us written notice that You have received oral or written notice from any person, entity or authority:
  - (a) of their intention to commence legal proceedings against You;
  - (b) of their assertion of a right to or a demand for compensation;

## Section 7 – Legal Expenses cont'd

(c) of an unfavourable determination in regard to any occupational health, safety or workplace breach which You wish to appeal;

(d) of any improvement or prohibition notice issued pursuant to any occupational health, safety or workplace legislation which You wish to appeal.

### 6.2 Legal Representation

- > Upon making a Claim You can nominate a Solicitor of Your choice.
- > We reserve the right to reasonably refuse Your nomination of a solicitor. Prior to Our acceptance of Your nominated solicitor We may make any enquires We consider relevant with respect to that solicitor.
- > We may reasonably direct You to terminate the services of the Your Solicitor if in our reasonable opinion it is not in Your interests to continue with such solicitor. If this is the case, You must terminate the services of the solicitor and a new solicitor shall be appointed to act for You either nominated by You or appointed by Us.
- > We reserve the right to take over and conduct the Claim or legal proceedings in Your name.
- > We are entitled to instruct a solicitor on Your behalf if We consider this reasonably necessary to protect Your interests.

### 6.3 Claim Administration and Control

- > We will require direct and reasonable access to Your Solicitor at all times. You must co-operate fully with Us in all respects and keep Us fully and continually informed of all material developments in the legal representation or proceedings. If We ask, You must instruct Your Solicitor to produce to Us as soon as reasonably practicable any documents, information or advice in their possession and You must give them any instructions in relation to the conduct of the Claim We may require.
- > We are only liable for the costs or fees of counsel, accountants or any expert witness if We have given Our consent, which shall not be unreasonably withheld, to the appointment of that person and agreed the proposed fee.
- > Any Legal Expenses We may agree to pay will not be affected by any agreement, undertaking or promise made or given by You to Your Solicitor or to any counsel, witness expert or agent.
- > Your Solicitor or You must inform Us as soon as reasonably practicable in writing of any offer or payment into court made with a view to settling the Claim and:
  - a) no agreement to settle must be made without Our prior consent, which shall not be unreasonably withheld; and
  - b) if You do not accept any offer or payment into court but that amount is equal to or in excess of the total damages eventually recovered by You, We shall have no liability in respect of any Legal Expenses incurred after that offer or payment unless We agreed to the continuation of the legal proceedings after being advised of the offer or payment into court.
- > On Our request, You must require Your Solicitor to have the Legal Expenses taxed, assessed or audited by a costs assessor or any relevant authority.
- > If for any reason Your Solicitor refuses to continue acting for You or if You withdraw Your instructions from Your Solicitor then any liability We have will finish immediately unless in Our reasonable discretion We agree to the appointment of another solicitor to continue with the Claim.
- > If You withdraw from the Claim without Our prior consent then the Legal Expenses will become Your responsibility and We will be entitled to be reimbursed by You for any Legal Expenses.
- > Where You are awarded costs, You must take all reasonable steps to recover Legal Expenses. Any recoverable Legal Expenses, whether recovered or not, will be taken into account for the calculation of Our liability under the Policy.
- > If You settle a dispute and the settlement amount includes Legal Expenses, We will be entitled to be reimbursed by You for such Legal Expenses.



## Section 7 – Legal Expenses cont'd

### 6.4 Dispute Resolution

- > If We direct You, You must use any Internal Dispute Resolution (IDR) process available before taking legal action in respect of an insured dispute.
- > You must use Your reasonable endeavours to have any dispute resolved through ADR and propose the use of ADR to other parties to the dispute.

### 6.5 Subrogation

- > We are entitled to institute any Claim for indemnity or damages in Your name for Our own benefit.
- > You must co-operate with Us fully in any proceedings which We may commence and We shall have full discretion in the conduct of these proceedings and in the settlement of any Claim.

# Section 8 – Audit Expenses

## 1. The Indemnity

We will indemnify You on the basis set out below for Your liability to pay the fees of a Professional Adviser engaged by You in connection with an Audit of Your Business.

We will pay Your Professional Adviser's fees in relation to an Audit of Your Business if:

- > the Audit arose out of the normal course of Your Business; and
- > notification of the Audit occurred during the Period of Insurance; and
- > notification of the Audit is given to Us during the Period of Insurance.

We will not pay You under Section 8 – Audit Expenses of the Policy in respect of any of the matters set out in 5. Specific Exclusions applicable to Section 8 - Audit Expenses or in the General Exclusions Section. You must comply with 6. Special Conditions applicable to Section 8 – Audit Expenses and the General Conditions.

## 2. Definitions applicable to Section 8 - Audit Expenses

The meaning of some of the important words and terms used in this Section only, are shown below.

**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, Payroll Tax, Stamp Duty, *Compliance with Superannuation Industry (Supervision) Act 1993* (Cth) and Workers Compensation Returns.

**Your Business** means Your ownership of the Property Insured.

Professional Adviser means:

- > an accountant who is a member of a nationally recognised accounting body, including registered tax agents or consultants; and
- > a professional person or consultant recommended by Your accountant and retained by You with Our consent, which shall not be unreasonably withheld but excluding You or any person employed or contracted by You.

**Professional Fees** means fees, charges, expenses and disbursements rendered by any accountant, assessor, consultant, investigator or by any mediator appointed by any alternative dispute resolution centre which are reasonably and properly incurred in relation to any Audit.

## 3. Limit of Liability

The most We will pay for all claims during the Period of Insurance under Section 8 – Audit Expenses of the Policy is the Sum Insured shown in the Schedule.

## 4. Excess

The Excess payable under this Section in respect to all claims is \$1,000.

## 5. Specific Exclusions applicable to Section 8 - Audit Expenses

We will not be liable for:

- 5.1 the imposition of any, tax, fines, penalties, court costs, penalty tax or interest;
- 5.2 costs incurred after completion of the Audit;
- 5.3 any claim in respect of an Audit where any Audit was initiated, threatened or started prior to the commencement of the Period of Insurance;
- 5.4 arising from Your improper, unwarranted or unjustified refusal or failure to comply with any lawful request made by a Federal or State Commissioner of Taxation or other statutory body for the production of documents or the supply of information. We will not deem refusal or failure to comply to be improper, unwarranted or unjustified if You refuse or fail to comply upon the advice of Your accountant or tax agent;

## Section 8 – Audit Expenses cont'd

- 5.5 costs from Audits under customs legislation;
- 5.6 any claim in respect of an Audit arising out of fraud or any criminal or fraudulent act or omission committed by You or on Your behalf;
- 5.7 any claim in respect of an Audit, arising from Audits which result from You, or any person acting on Your behalf, becoming aware of any error or deficiency in any return of income or other documentation supplied to a Federal or State Commissioner of Taxation and failing to notify the Commissioner of Taxation without delay;
- 5.8 any claim in respect of an Audit when You are or become bankrupt or commit an act of bankruptcy, make or enter into a scheme of arrangement with creditors, being a corporation, are in liquidation or come under the control of a receiver or receiver and manager or an agent for a mortgagee in possession;
- 5.9 any claim in respect of an Audit arising out of any delay in the submission of a tax return;
- 5.10 any claim in respect of an Audit arising out of the failure of a third party to submit an income tax return;
- 5.11 any claim in respect of an Audit where the returns for the period in question were not prepared by or approved by an independent accountant or registered tax agent prior to lodgement with the Australian Tax Office;
- 5.12 any claim in respect of an Audit conducted specifically to determine if any fine, penalty or prosecution should be imposed in relation to any act by You in relation to statutory or legal obligations;
- 5.13 accountant's costs incurred more than twelve (12) months after the commencement of the Audit unless You can prove that any delay was due to the conduct of the auditor;
- 5.14 Audits where You have not properly kept records which You are required to keep under law, statute or regulation or where You are notified by an auditor that You have failed to keep such required records or such records kept are not satisfactory;
- 5.15 any Professional Fees incurred without Our consent, which shall not be unreasonably withheld;
- 5.16 any Professional Fees or other costs associated with an objection, appeal or review of an Audit or assessment or final determination of an auditor;
- 5.17 costs or expenses charged by any person who is not a Professional Adviser, unless We have agreed in writing to the cost or expense before it was incurred;
- 5.18 any claim in respect of an Audit of Your taxation or financial affairs unless the return is first lodged:
  - (a) during the Period of Insurance; or
  - (b) twelve (12) months before the original inception date of this Policy;
- 5.19 any claim in respect of an Audit of Your taxation or financial affairs which relates to a return lodged more than three (3) years before You receive notification of the Audit;
- 5.20 any costs associated with the gathering of data or preparation of documents that does not related directly to the Audit; or
- 5.21 any costs associated with any review relating to You maintaining industry status, licence, membership or compliance with any employee related legislation or regulations.

### 6. Special Conditions applicable to Section 8 - Audit Expenses

#### 6.1 Duration of Audit

For the purpose of this Section, the Audit commences at the time You first receive notice that the auditor proposes to conduct an Audit, and is completed when:

- > the auditor has given written notice to that effect; or
- > the auditor notifies You that it has made a concluded decision about a designated liability; or
- > when the auditor has issued an assessment or amended assessment of a designated liability.

## Section 8 – Audit Expenses cont'd

### 6.2 Consent

- > We have no liability to pay any Professional Fees unless they are incurred with Our prior written consent, which shall not be unreasonably withheld.
- > We have the right to have any Professional Fees evaluated for their reasonableness by an external party or expert.
- > You must at all times exercise due care and take all necessary and reasonable precautions to avoid incurring any liability which might give rise to a claim under the Policy and must not pursue any course of action which is likely to result in a claim under Section 8 – Audit Expenses of the Policy.
- > You must lodge taxation and other statutory returns within the time limits applicable to those returns as prescribed by statute or through extension of time granted by a Federal or State Commissioner of Taxation. You must make full and complete disclosure of all assessable income (including capital gains), as required by any relevant legislation.

### 6.3 Claims

- > In the event of a claim arising:
  - (a) You must advise Us as soon as reasonably practicable of any claim or circumstance that might give rise to a claim;
  - (b) You must at all times keep Us fully informed of all material developments in relation to the claim and in relation to any Audit;
  - (c) You must take all necessary and reasonable steps to minimise any delays and the amount of any costs incurred or likely to be incurred in connection with any Audit; and
  - (d) You must reasonably ensure that Your Professional Adviser cooperates with Us and where necessary, assist Us in relation to any claim, and assist Us with any matter We wish to pursue with the Commissioner of Taxation or other statutory body which is or may be the subject of a claim.

#### **QUS Pty Ltd**

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