

RESIDENTIAL STRATA PLAN Product Disclosure Statement



Good people to know.



How the Residential Strata Plan works

Date of preparation: 27 February 2009

About the insurer and WFI

The insurer for this Residential Strata Plan is Wesfarmers General Insurance Limited (ABN 24 000 036 279) ("WGIL") whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1,
Bassendean DC WA 6942

WGIL is an Australian Financial Services Licensee (AFSL No. 241461) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

WFI is a trading name of WGIL.

WFI can be contacted on 1300 934 934 or via email at info@wfi.com.au.

The Residential Strata Plan consists of 7 different policies You can choose from, covering a wide range of risks.

This approach gives You great flexibility as You can arrange Your insurance to meet Your particular needs.

It also means that if Your circumstances change and You need more extensive insurance, it is easy for You to add another of the policies to Your Plan.

Insurance against liability for workers' compensation is compulsory for employers throughout Australia. This Plan does not insure You for Your liability for workers' compensation. Nor does the Plan include insurance for a range of other risks You might want to insure Yourself against. You need to determine whether this is the case and make sure You are appropriately protected.

Understanding the significant features and benefits

To properly understand the significant features and benefits of each of the policies, You need to:

- read the
 - Important information (page 3)
 - General conditions (page 7)
 - General exclusions (page 8)
 - General definitions (page 9)which apply to all policies;
- read the policy wording - it tells You what the policy covers, what the policy does not cover, any additional benefits We provide, special conditions We apply and what We pay for a claim. There is an index on the front of each of the policies for easy reference.

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Our words

To make sure You can readily understand Your rights and obligations, We have written this Residential Strata Plan in plain English. For easy reference, We have capitalised the first letter of each word which We define in Our 'General definitions' (which apply to all policies), and in Our 'Special definitions' found at the end of each policy (which apply only to words used in that particular policy). This does not apply to headings. All of the other words in this Plan have the meanings set out in the Macquarie Dictionary (current edition) so that You can easily find out what they mean.

Applying for insurance cover

To apply for insurance cover, You must complete Our Proposal. When You do so, You must comply with Your duty of disclosure which We tell You about on this page. It is also important You understand how We manage Your personal information which We tell You about in Our 'Privacy' information on page 6.

When We receive Your completed Proposal, We will:

- identify the policies You want and matters particular to them (e.g. the property You want to cover, the limits You may want for certain covers, any excesses that may apply and any variations required to the standard terms).

We pay up to the sum insured or other limits specified in relation to the policies and their covers. It is important that You make sure these amounts suit Your needs. If You do not do this some of Your loss might not be insured.

- identify the Period of Insurance during which Your policies will operate.
- inform You what policies We are able to offer You and the total premium You need to pay for Your policies (see 'The cost of Your insurance' on this page).

The above details are recorded in the certificate of insurance We issue to You. You need to read it carefully to ensure You are happy with the cover provided and check that the details are correct. You should keep the certificate of insurance and the policy documents in a safe place.

The agreement between You and Us

We only provide You with insurance under those policies for which We issue You with a certificate of insurance and only for the Period of Insurance shown on the certificate of insurance. The insurance provided under any of Our policies is also subject to Our General conditions and General exclusions, together with provisions shown on the certificate of insurance issued to You.

Subject to what We tell You on this page about excesses, if a provision shown on the certificate of insurance is inconsistent with a provision contained in the policy to which it relates then, to the extent of the inconsistency, the provision shown on the certificate of insurance prevails.

The cost of Your insurance

We determine the base premium by considering a number of criteria.

When You apply for insurance cover We ask You to provide information about Your personal risk situation relevant to each policy, such as:

- the type of property being insured and its size, construction, use and where it is located;
- the type(s) and amount(s) of cover You require, excess levels and the period for which You want the cover (where this is optional); and
- Your relevant claims and insurance experience.

Factors that increase the risk to Us generally increase the premium (e.g. higher sums insured or a high claims experience) and those that lower the risk generally reduce the premium (e.g. lower sums insured, higher excesses or low claims experience). If You have any queries about this You can ask Us when You apply for cover.

Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to Your policy(s). We show the amounts on Your certificate of insurance.

Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the policy Our estimate of the amount We

will be required to pay. We may over or under recover in any particular year but We will not adjust Your premium because of this. You can obtain further information on Our website www.wfi.com.au.

We tell You when You apply for insurance how and when the premium (i.e. total amount payable) needs to be paid. It is a term of Your policy that You pay the premium to Us by the time required by Us.

Excess (Your contribution)

An excess is the first part of any claim on a policy which You must pay. The amount We must pay under the policy is reduced by the amount of the excess. You only have to pay an excess if it is mentioned in the policy You have taken out or shown on the certificate of insurance.

Where the amount of an excess for an event mentioned in a policy is different to the amount of an excess shown on the certificate of insurance for that same event for the same policy, You must pay the higher excess.

You only have to pay one excess on claims You make under a number of policies in this Plan that arise out of the one event, being the highest one payable under the policies.

Sometimes We introduce or increase an excess on renewal of a policy. We generally do this because of rising claim numbers and costs and to minimise any increase in premium that would otherwise be required to cover those rising claim numbers and costs.

We show the new excess on the certificate of insurance that We issue to You confirming cover.

Your duty of disclosure

What You must tell Us before We issue a policy to You for the first time

Before considering whether to issue a policy to You, We need Your answers to the questions set out in Our Proposal. When answering the questions in Our Proposal, You must be honest and You have a duty under law to tell Us everything known to You and which a reasonable person in the circumstances would include in answer to the questions.

We will use the answers in deciding whether to insure You and anyone else to be insured under the policy and if so, on what terms.

What You must tell Us before We renew, vary, extend, replace or reinstate Your policy

In these situations, We do not typically ask You to complete a Proposal.

When You ask Us to renew, vary, extend, replace or reinstate Your policy, You must tell Us before We do so about every matter known to You, which You know or a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to insure You and if so, on what terms. At the very least, if something has changed since the policy was first issued and You would now answer any of the questions set out in the original Proposal differently, then You must tell Us about the change.

What You do not need to tell Us

When applying for a policy for the first time or for Your policy to be renewed, varied, extended, replaced or reinstated, You do not need to tell Us about any matter that:

- diminishes Our risk
- is of common knowledge
- We know, or in the ordinary course of Our business as an insurer, ought to know
- We tell You in writing We do not need to know.

Who needs to tell Us

Everyone who is shown on the certificate of insurance as an insured must comply with the duty of disclosure. If You provide information on behalf of another insured, it is as if they provided that information to Us.

What happens if an insured does not comply with the duty of disclosure

If an insured does not comply with the duty, We may reduce or refuse to pay a claim, or cancel the policy. If fraud is involved, We may treat the policy as if it never came into existence and accordingly pay nothing for any claim You may otherwise have had on the policy.

If You are not sure whether or not to tell Us something, it is best to tell Us.

Utmost good faith

The law requires each of us to act towards the other with utmost good faith (fairly, openly and honestly) in the performance of the policy and in the making and handling of claims under the policy.

Jurisdiction

The policies in this Plan are governed by and will be construed in accordance with the laws of Australia and the parties agree to submit to the jurisdiction of the courts of Australia.

GST on claims

The sums insured, limits of indemnity and other limits in Your policy are inclusive of any GST that may be payable. This means You must take GST into account when determining the appropriate amounts You want to insure for.

If We arrange to replace, repair or reinstate an item which is the subject of a claim, We will pay the cost to replace, repair or reinstate inclusive of GST. However, We will not replace, reinstate or repair an item where the cost to do so will exceed the amount of the relevant sum insured, limit of indemnity or other limit in Your policy for the item.

If We settle Your claim by making a payment to You, We will reduce the amount of Our payment by the amount of any input tax credits to which You would be entitled if You made an acquisition to repair or replace the item which is the subject of the claim. However, the actual amount We pay You will not exceed the amount of the relevant sum insured, limit of indemnity or other limit in Your policy for the item.

If You register or are registered for GST You are required to tell Us Your entitlement to an input tax credit on Your premium.

If You do not disclose or if You understate Your entitlement, You may be liable for GST on settlement of the claim. The policies do not cover You for this GST liability or for any fine, penalty or charge for which You may be liable.

Dishonest claims

If You make a dishonest claim, We can refuse to pay it. We may also cancel the policy.

Keep up to date records of insured property

To help Us to process any claim You may have, make sure You keep a record or evidence of ownership, value and detailed description of any insured property in a safe place. We also recommend You keep Your valuations up to date.

Changing the terms of a policy

You may ask Us to change a term of Your policy. If We agree, We confirm the change in writing.

Your cooling-off right

If You wish to reconsider Your decision to insure with Us, please contact Us to discuss Your concern. If You decide not to proceed, You can exercise a cooling-off right by notifying Us in writing within 14 days of receiving the certificate of insurance that You want to do this. If You do this and You have not made a claim and nothing has happened which would entitle You to make a claim, We will fully refund the premium You paid to Us.

When You can cancel

You can cancel a policy at any time by writing to Us requesting cancellation. If You cancel, other than under 'Your cooling-off right', We refund the premium less an amount which covers the period for which You were insured, reasonable administrative costs relating to the issue and cancellation of the policy and any government taxes or duties We cannot recover.

However, if You have made a claim or are entitled to make one under the policy:

- there is no return of premium for any unused portion; and
- We may deduct from any claim payment premium already refunded to You.

We do not refund premium if the certificate of insurance specifically says there is no refund of premium.

When We can cancel

We may cancel a policy as allowed by the Commonwealth Insurance Contracts Act 1984. We give You a notice in writing.

If We cancel, We refund the premium less an amount to cover the period for which You were insured.

Code of Practice

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is a self regulatory code for general insurers in Australia. We embrace the objectives of the Code to raise standards of practice and service in the general insurance industry.

Our Complaints Handling Procedures

To access Our Complaints Handling Procedures, simply contact Your local WFI Area Manager, Client Service Team or the Claims Officer handling Your claim. If You have a complaint, We will do everything possible to resolve the matter on Your initial contact with Us. If a complaint is not resolved, We will treat it as a dispute and will enter it into Our 'Internal Dispute Resolution' process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of Wesfarmers General Insurance Limited with the appropriate experience, knowledge and authority to deal with it.

Details of Our 'Complaints Handling Procedures' are set out in Our brochure 'Handling Complaints and Dispute Resolution Our Commitment to You' and in Our 'Privacy' brochure. The brochures tell You how to access Our 'Complaints Handling Procedures'. You can contact Us for these brochures or access them online at www.wfi.com.au.

If We are unable to resolve Your complaint through Our 'Complaints Handling Procedures', You may be able to have Your complaint dealt with by the Financial Ombudsman Service Limited, which is a free, independent and impartial external dispute resolution service. Its contact details are as follows:

Financial Ombudsman Service
Telephone: 1300 78 08 08
Post: GPO Box 3, Melbourne,
Victoria 3001
Website: www.fos.org.au
Email: info@fos.org.au

If Your complaint is to do with a privacy issue, You may refer it to the Federal Privacy Commissioner.

Privacy

We are committed to meeting Our privacy obligations to You under the Commonwealth Privacy Act 1988. We collect Your personal and other information to carry out Our various business functions or activities, including deciding whether to provide You with insurance cover and when We do, managing Our rights and obligations under that cover. We also collect Your information so that We and Our related companies and business alliance partners can offer You services and products that We believe may be of interest to You. However, You can opt out of receiving such communications.

We only disclose information to someone outside Wesfarmers General Insurance Limited where:

- necessary for the above purposes (e.g. to a risk or claims assessor or investigator, lawyer, reinsurer, agent, sales associate, market research organisation or business alliance partner)
- a lawful exception applies (e.g. to lessen or prevent a serious and imminent threat to a person's life, health or safety)
- You consent to Us doing so.

If You do not provide this information, We may not be able to provide You with the services You require.

Where You give Us personal information about another person, You must be authorised to provide that information and agree to inform them of the information contained within this privacy notice.

You can seek access to Your personal information and require Us to correct it if it is inaccurate, incomplete or out of date. For further information, read Our brochure 'Privacy', or visit Our website at www.wfi.com.au.

General advice warning

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire a policy in this Plan, You should carefully read this document and consider the appropriateness of the policy having regard to Your objectives, financial situation and needs.

Information about Our Product Disclosure Statement (PDS)

Only the parts of this document relevant to insurance cover provided to You as a 'retail client' as defined under the Commonwealth Corporations Act 2001 and any other documents We tell You are included, make up Our PDS. Information in Our PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by contacting Us. If the update is to correct a misleading or deceptive statement or omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, We will provide You with a new PDS or a supplementary PDS.

Other documents may form part of Our PDS. Any such documents will include a statement identifying them as part of this PDS.

Contacting Us

We are happy to help You with any enquiries You have about any policies or the extent of Your insurance cover or to confirm any policy transaction. Please feel free to contact Us at any time.

General conditions

applying to all policies

What You must do when You have a policy

You must:

- keep all insured property in good condition
- comply with legislation and the requirements of government and statutory authorities
- comply with all relevant Australian Standards published by the Standards Association of Australia
- take reasonable care to safeguard Yourself and all insured property
- take reasonable care to avoid causing harm to others or to property belonging to others
- tell Us immediately:
 - if there is, or there will be, any material change relating to the insured property (including where it is kept) or the nature of the risk. We may cancel or change the terms on which We are prepared to offer or continue cover if there is a material change
 - if You no longer have an interest in the insured property
 - if You take out any other insurance which covers any insured property or liability insured by any of the policies You take out under this Plan
- ensure that any safety system or security device installed to protect insured property is in working order and activated.

What You must and must not do if You make a claim or an event happens that might lead to You making a claim

You must:

- do everything You can to limit loss, damage or injury and to prevent further loss, damage or injury resulting from the event
- immediately tell the police if a criminal act might have caused the loss, damage or injury
- immediately tell Us about the claim or the event and send Us written details when We require this
- immediately send Us any correspondence You receive about the claim or the event
- give Us any information and help We may need in handling the claim.

You must not without Our prior consent:

- carry out repairs or dispose of any damaged property until We have had the opportunity to inspect it
- admit liability for the event, loss, damage or injury
- negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.

What We may do

If an event happens that causes loss, damage or injury, We may:

- take over and conduct in Your name the defence or settlement of any claim against You. We have sole discretion in how the defence is conducted or a claim is settled; and
- represent You at any inquest or official enquiry.

If We indemnify or agree to indemnify You, We have the right to proceed in Your name against any Person responsible for the loss, damage or injury. We take this action at Our expense. You must not do anything which limits Our right to do so.

What can affect Your entitlements

We may decline or reduce the amount of any claim or refuse to indemnify You, if You enter into an agreement which excludes or limits Our right to recover damages or a contribution from another Person.

If You do not do what You are obliged to do under Your policy, We may refuse to pay a claim or any part of it.

If We would otherwise be entitled to decline or reduce the amount of Your claim or refuse to indemnify You, We will not do so if the only reason We would do so is because of an act or omission by Your Strata Manager and You did not know and could not reasonably have been expected to know of that act or omission at the time of that act or omission.

General exclusions

applying to all policies

What is not insured by any of the policies in this Plan

The policies do not insure You for the following types of loss. Please read each of Your policies as they do not cover other losses as well.

You are not insured against:

1 Asbestos

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with asbestos.

2 Cyber, E-Commerce

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
 - the total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment; or
 - an error in creating, amending, entering, directing, deleting or using Computer Equipment; or
 - the total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

3 Deliberate acts

- any deliberately or wilfully caused Personal Injury, Damage to Property, loss of income or cost by:
 - You
 - anyone acting with Your express or implied consent
 - anyone entitled to benefit under a policy.

4 Punitive, exemplary or aggravated damages, fines or civil penalties

- any punitive, exemplary or aggravated damages awarded against You or any fines or civil penalties imposed on You.

5 Radioactivity

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with radioactivity, nuclear fuel, material or waste, or nuclear fission.

6 Terrorism

- any Personal Injury, Damage to Property, loss of income, costs or liability directly or indirectly caused by or arising out of or in connection with an:
 - Act of Terrorism; or
 - action taken to control, prevent or suppress or attempt to control, prevent or suppress an Act of Terrorism; or
- a cost or expense incurred in connection with taking action to control, prevent or suppress or attempt to control, prevent or suppress an Act of Terrorism.

If an event happens in Australia and that event is determined by the Minister responsible for the Commonwealth Terrorism Insurance Act 2003 to be a “*declared terrorist incident*” under that Act, We will not apply this terrorism exclusion to:

- the Legal liability policy or the Strata council members legal liability policy in this Plan; or
- any other policy in this Plan, unless the Act of Terrorism was directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

7 War

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with war or other act of foreign enemy (whether war is declared or not), revolution or other civil disturbance or commotion, or confiscation, nationalisation or requisition of property by a government or statutory authority.

General definitions

applying to words We use in this Plan

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), which from its nature or context is done for, or in connection with 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.

Breakdown means physical damage to a machine which requires repair to enable continued use.

Business means the business of the Strata Company as a strata company.

Collapse means sudden and dangerous distortion of any part of a boiler, Economiser or pressure vessel caused by external pressure but not if the distortion is the result of slowly developing deformation.

Computer Equipment means data or part of data, computer hardware, operating system, computer network, equipment, web sites, servers, extranet, intranet, software or applications software, computer chip including microprocessor chip or coded instructions, as well as any new technology, product or service replacing existing computer equipment.

Damage to Property means physical loss of or physical damage to property.

Economiser means a device that preheats air or fuel to take pressure off heating elements or help save on fuel.

Employee means a person employed by You under a contract of service.

Explosion means the sudden and violent rending or tearing apart of the structure of a boiler, Economiser or pressure vessel or any of its parts by force of an internal gas, liquid or fluid pressure, causing bodily displacement of its structure and forcible ejection of its contents.

Flood means the escape or release of water from the normal confines of any pond, lake, reservoir, canal, dam or uncovered watercourse.

Location means the location of the Strata Land shown on the certificate of insurance.

Money means cash or negotiable instruments.

Period of Insurance means the 'Period of Insurance' shown on the certificate of insurance.

Person means a natural person, firm, company, partnership or incorporated association.

Personal Injury means bodily injury (including death and illness), disability, shock, mental anguish, mental injury or loss of consortium.

Proposal means the documents in which We ask questions relating to Your application to Us for insurance cover in this Plan.

Storm Surge means an abnormal rise in the level of the sea along a coast caused by the winds of a severe cyclone – typically at least 30kms across and 2-5 metres above the average sea level.

Strata Company means the body corporate shown on the certificate of insurance incorporated by the registration of the Strata Plan, variously described in Strata Titles Legislation as

a Strata Company, Strata Corporation, Body Corporate, Owners Corporation or Corporation.

Strata Council Member means a Strata Company office bearer or member of a council, committee or executive of the Strata Company appointed in accordance with Strata Titles Legislation.

Strata Land means the land at the Location.

Strata Manager means a professional strata manager appointed by the Strata Company and includes the employees and agents of that strata manager.

Strata Plan means the registered plan or survey showing the division of the Strata Land and the disposition of title relating to it.

Strata Titles Legislation means the legislation in the State or Territory in which the Strata Land is situated relating to the division of land or buildings into units or lots and common property, all as amended or replaced from time to time, with associated regulations.

Total Loss means a loss of everything that is covered by a sum insured.

Unit means a unit or lot shown on the Strata Plan.

Unit Owner means the legal or beneficial owner of a Unit.

We, Us, and Our means Wesfarmers General Insurance Limited.

You, where used in, or in relation to, a policy in this Plan, means You as defined in that policy. The words 'Your' and 'Yourself' relate to You.

Building and common contents policy

You only have this policy if the risk 'Building and common contents' is shown on the certificate of insurance.

The General conditions on page 7 and the General exclusions on page 8 apply to this policy. The General definitions on page 9 apply to words used in this policy.

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In this Building and common contents policy, 'You' means the Strata Company.

What You are insured against

This policy insures You against:

- accidental damage to the Building and burglary or theft of goods, plant or equipment included in the definition of Building, occurring at the Strata Land during the Period of Insurance for up to the 'Building Sum Insured'
- accidental damage to Common Contents and burglary or theft of Common Contents occurring at the Strata Land during the Period of Insurance for up to the sum insured shown for 'Common Contents' on the certificate of insurance.

What is not insured

Your policy does not insure You against:

1 damage directly caused by:

- Flood except as described under additional benefit '9 Flood cover' on page 13
- sea or tidal wave (even if caused by an earthquake)
- Storm Surge or tsunami
- rain, hail, snow or liquid:
 - penetrating the Building through any opening made for the purpose of additions, alterations, renovations or repairs to the Building
 - to Common Contents when in a building or structure that is not enclosed and under roof with all outside doors and windows permanently in place
 - to Common Contents in the open air
- earth movement (except earthquake) no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion and heaving
- any process of cleaning, repairing or restoring
- lopping or felling of trees unless the trees are lopped or felled by a professional tree lopper

- any process involving the deliberate application of heat (only the thing intended to be heated is not covered)

2 damage directly or indirectly caused by or arising out of:

- wear, tear, fading, rust, corrosion, oxidation, gradual deterioration, exposure to light or darkness
- steam or condensation
- a structural fault, faulty design or any faulty workmanship or materials
- incorrect siting of the Building or structure
- lack of maintenance
- the invasion of plant or tree roots (except for water damage resulting from that invasion)
- pets, moths, insects or vermin
- contamination, evaporation, pollution, smut or smoke from industrial operations
- mildew or mould or wet or dry rot
- dampness of atmosphere
- sudden variation in atmospheric conditions
- adjusting, testing, servicing operations, intentional overloading or experiments of any kind
- cracking, scratching, splitting or tearing
- fraud
- data corruption
- germs, disease, virus, bacteria or other contagion

3 damage to:

- a Building if directly caused by an alteration or addition to the Building which is in progress if the contract value for the erection, alteration or addition exceeds \$50,000
- an alteration or addition to the Building which is in progress, unless the contract value for the alteration or addition is \$50,000 or less and when the damage occurs, the work on the alteration or addition has been in progress for less than 3 months and the damage is directly caused by:
 - windstorm (but not by rain, hail or snow accompanying the windstorm); or
 - fire, explosion, lightning, earthquake, riot, civil commotion or impact by a vehicle, aircraft or aerial device

- the Building when it is vacant and undergoing or is to undergo demolition
- or directly caused by hazardous goods
- or loss of electronic data processing media and information, software or computer applications
- goods maintained in a temperature controlled environment where the loss or damage is directly caused by mechanical, electrical, hydraulic or electronic breakdown of temperature controlling equipment
- sporting or recreational equipment whilst being used
- any appliance or device (including wiring) directly caused by an electric current artificially generated.

4 damage that is:

- the accidental breakage, chipping or lifting of tiles in a swimming pool, spa, sauna or its surrounds
 - cracking (other than cracking of bath tubs, shower recesses, wash basins, sinks, toilet bowls and cisterns), chipping, splitting, tearing, staining, scratching or denting, unless directly caused by fire, lightning, earthquake, storm, explosion, burglary, theft, vandalism or impact by a vehicle, aircraft or aerial device
 - electrical or electronic failure, malfunction or derangement of any electrical equipment or electronic data processing media and information
- Electronic equipment insurance is available under another policy in this Plan - see page 18.*
- wear, tear, fading, rust, corrosion, oxidation
 - mildew or mould or wet or dry rot
 - recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

- 5 **Breakdown of a machine or Explosion or Collapse of a boiler, Economiser or pressure vessel (or their contents) unless directly caused by fire, lightning, earthquake, burglary, theft, vandalism or impact by a vehicle, aircraft or animal.**
Machinery breakdown insurance is available under another policy in this Plan - see page 16.
- 6 **demolition or removal of property ordered by a government or statutory authority as a result of Your failure or the failure of an Employee or Your agent to comply with any lawful requirement.**
- 7 **theft by an Employee, a Unit Owner, an occupier of a Unit or a Strata Council Member.**
- 8 **unexplained shortages or loss resulting from clerical or accounting errors or errors in receiving or paying out.**
- 9 **the cost of resiting a building or structure incorrectly sited.**
- 10 **burglary or theft of Common Contents when not in the Building, except as described under additional benefit 14 'Property in the Open Air' on page 13.**
- 11 **breakage of an item that is already damaged.**

What We pay if the Building is damaged (or goods, plant or equipment included in the definition of Building are stolen)

If an amount is shown on the certificate of insurance for Building Sum Insured, We replace, reinstate or repair the damaged or stolen part of the Building as far as possible to its original condition, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

We pay only up to the Building Sum Insured.

If the words 'No Limit' are shown on the certificate of insurance for the Building Sum Insured, We replace, reinstate or repair the damaged part of the Building as far as possible to its original condition, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

You are only covered for reinstatement, replacement or repair of any walls, ceiling or fixed floor coverings damaged in the rooms where the damage occurred.

If the Building is not a Total Loss, but a government or statutory authority prevents You from replacing, reinstating, or repairing it or only allows You to reinstate it on another site, then the Building will be deemed to be a Total Loss. However, to the extent any undamaged portion of the Building has any value, that value will be deducted from the total amount otherwise payable to You.

What We pay if Common Contents are damaged or stolen

If an item of Common Contents is damaged or stolen We may at Our option:

- repair it to the condition it was in immediately before the damage or theft; or
- replace it with a new item of a similar make and model.

Or, at Our option, We pay You the reasonable cost to do so.

For any:

- specified item of Common Contents shown on the certificate of insurance, We only pay up to the sum insured shown on the certificate of insurance for that item
- curio, picture, painting, antique or other work of art, We only pay up to \$500 for each item or the sum shown on the certificate of insurance for that item (whichever is greater).

The sum insured shown for an item of Common Contents on the certificate of insurance is included in the total sum insured shown for all Common Contents.

We only pay up to the total sum insured shown on the certificate of insurance for all Common Contents damaged or stolen during the Period of Insurance.

Additional benefits

We pay all additional benefits only to You. We leave it to You to account to the party entitled to benefit from the additional benefit.

The following additional benefits 1-24 are in addition to the Building Sum Insured.

1 Arson reward

If We have paid or agreed to pay a claim for fire damage to the Building or any part of it, We will pay in total a reward of \$5,000 or the amount shown on the certificate of insurance (whichever is greater), for information which leads directly to a conviction for the fire damage.

2 Damage to safe or strongroom

If We have paid or agreed to pay a claim for burglary or theft, We will pay up to \$500 or the amount shown on the certificate of insurance (whichever is greater), towards the costs You reasonably incur to repair any damage to a safe or strongroom in the Building directly caused by the burglary or theft.

3 Demolition and removal of debris

If We have paid or agreed to pay a claim for damage to the Building (other than under the additional benefit 'Flood cover' in this policy), We will pay up to \$20,000 or the amount shown on the certificate of insurance (whichever is greater), towards the costs You reasonably incur arising out of the one event or series of events for demolition, clearing debris and any necessary temporary repairs relating to the damage to the Building.

4 Electrical damage

We pay up to \$1,000 towards the costs You reasonably incur to repair or replace an electric motor forming part of the Building or any item of Common Contents which has been burnt out by an electric current during the Period of Insurance.

We pay up to \$10,000 in the aggregate for all claims arising out of the one event or series of events.

We do not pay for damage:

- recoverable under the terms of a warranty, guarantee, maintenance, service, or lease agreement;
- to a motor over 4 kilowatts or which is more than 20 years old; or
- to lighting or heating elements, fuses or protective devices in any motor.

You must **pay a \$250 excess** for damage to electrical components of each item damaged.

5 Escape of liquid

If water, oil or other liquid overflows, leaks or bursts from a fixed system at the Strata Land during the Period of Insurance and damages, or is likely to damage, the Building or Common Contents, We pay up to \$5,000 or the amount shown on the certificate

of insurance (whichever is greater), towards the costs You reasonably incur to investigate the cause of damage or likely damage and to repair any damage caused by the investigation.

6 Failure of essential services

If during the Period of Insurance there is a total failure of the supply of electricity, water or gas to the Building for a consecutive period of 48 hours or more, We will pay the reasonable costs incurred by a Unit Owner who lives in a Unit at the time of the failure to live in a comparable unit in the same or a nearby location until the service is reinstated to that Unit up to a maximum of \$1,000 any one Unit Owner or the amount shown on the certificate of insurance (whichever is greater). We pay up to a maximum of \$10,000 in the aggregate for all Unit Owners.

We will pay this additional benefit for a maximum 30 consecutive days commencing on the date on which the failure first occurred.

7 Fees of architects, surveyors and other professionals

If We have paid or agreed to pay a claim for damage to the Building (other than under the additional benefit 'Flood cover' in this policy), We will pay up to \$10,000 or the amount shown on the certificate of insurance (whichever is greater), towards the fees of architects, surveyors and other professionals You reasonably incur as a result of the damage, as long as the fees are incurred with Our prior written consent.

8 Fire containment

If We have paid or agreed to pay a claim for damage to the Building or Common Contents by fire, We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), towards the costs You incur to extinguish or contain the fire at or adjoining the Strata Land and to replenish Your fire fighting equipment.

9 Flood cover

We pay up to a maximum of \$50,000 or the amount shown on the certificate of insurance (whichever is greater) for damage to the Building directly caused by Flood during the Period of Insurance arising out of any one event or series of events.

We pay up to \$10,000 for damage to Common Contents at the Strata Land directly caused by Flood during the Period of Insurance arising out of any one event or series of events.

10 Improved environmental aspects

If We replace, reinstate or repair the Building following a Total Loss of the Building, We pay an additional \$5,000 when replacing, reinstating or repairing it towards the costs incurred in adding environmental features which the Building did not have before the Total Loss (such as rainwater tanks, solar energy or grey water recycling systems).

11 Landscaping

We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), for accidental damage to landscaping (including trees, shrubs, plants, turf, grass and lawn) directly caused by fire, lightning, explosion, earthquake, subterranean fire or volcanic eruption, burglars or thieves, riot or civil commotion, vandalism or impact by a vehicle or animal occurring on the Common Property during the Period of Insurance.

12 Money

We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), for all loss or destruction of Money during the Period of Insurance while in the custody of a Strata Council Member or a Strata Manager in Australia, but not if the loss or destruction is due to theft, fraud, embezzlement or misappropriation by a Strata Council Member, Strata Manager, Unit Owner or Employee.

13 Pets

If We have paid or agreed to pay a claim for damage to the Building (other than under the additional benefit 'Flood cover' in this policy), We pay You up to \$500 or the amount shown on the certificate of insurance (whichever is greater), towards the costs a Unit Owner reasonably incurs in boarding the Unit Owner's domestic pet normally kept on the Strata Land, for as long as that Unit Owner's Unit remains uninhabitable as a direct result of such damage.

14 Property in the open air

We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), for burglary or theft of Common Contents during the Period of Insurance, but only if:

- the burglary or theft occurs while the Common Contents are in the open air area at the Strata Land; and
- the Common Contents are normally kept in that open air area; and
- that open air area is secured by a gate, wall or fence when the burglary or theft occurs.

15 Property of third parties

This policy is extended to cover accidental damage to or burglary or theft of the property (excluding Money) of a third party in Your physical or legal control occurring at the Strata Land during the Period of Insurance.

We pay a claim only if:

- You are not legally liable to that third party for the damage to or burglary or theft of the property; and
- We would have paid the claim if You had owned the property.

We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater) for all claims arising out of the one event or series of events.

16 Replacement keys and locks

If We have paid or agreed to pay a claim as a result of a burglary or theft, We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater) towards the costs You reasonably incur:

- replacing keys and locks where the keys were stolen; or
- recoding alarms where the alarm system was breached during the burglary or theft.

17 Replacement title deeds

If We have paid or agreed to pay a claim for damage to the Building or Common Contents (other than under the additional benefit 'Flood cover' in this policy), We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), towards the costs You reasonably incur in replacing title deeds relating to the Strata Land which were damaged or destroyed in the course of the damage to the Building or Common Contents.

18 Restoration of records

If We have paid or agreed to pay a claim for damage to the Building or Common Contents (other than under the additional benefit 'Flood cover' in this policy), We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), towards the costs You reasonably incur to collate business information and restore business records which were damaged or destroyed in the course of the damage to the Building or Common Contents.

19 Strata Company Fund Fees

If We have paid or agreed to pay a claim for damage to the Building or Common Contents (other than under the additional benefit 'Flood cover' in this policy), We pay up to \$1,000 or the amount shown on the certificate of insurance (whichever is greater), towards unpaid Strata Company Fund Fees in relation to a Unit if:

- the damage caused the Unit to become uninhabitable; and
- those fees first became due and owing at the time the Unit was uninhabitable.

We will only pay You this additional benefit if We are satisfied You have made all reasonable efforts to collect those fees from the Unit Owner(s).

20 Temporary shuttering

If We have paid or agreed to pay a claim for damage to the Building (other than under the additional benefit 'Flood cover' in this policy), We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), towards the costs You reasonably incur as a result of the damage for temporary shuttering, boarding up or other protection or emergency measures necessary for securing the Building and Common Contents.

21 Tinting, frames and wiring

If We have paid or agreed to pay a claim for damage to the Building (other than under the additional benefit 'Flood cover' in this policy), We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), towards the costs You reasonably incur as a result of the damage for repairing or replacing tinting, alarm tape, alarm wiring, window frames, show case frames, signwriting, ornamentation, sandblasting or embossing.

22 Tree removal costs

If We have paid or agreed to pay a claim for damage to the Building or Common Contents by falling trees, We pay up to \$5,000 or the amount shown on the certificate of insurance (whichever is greater), towards the costs You reasonably incur to remove and dispose of the fallen trees.

23 Removal and storage of Common Contents

If We have paid or agreed to pay a claim for damage to the Building (other than under the additional benefit 'Flood cover' in this policy), We pay up to \$2,000 or the amount shown on

the certificate of insurance (whichever is greater), towards the costs You reasonably incur to remove and store the Common Contents while the Building is uninhabitable because of the Building damage, and to return the Common Contents when the Building becomes habitable again.

24 Removal and storage of Unit Owner's contents

If We have paid or agreed to pay a claim for damage to the Building (other than under the additional benefit 'Flood cover' in this policy) and as a direct result of the damage a Unit is uninhabitable, We pay up to \$2,000 or the amount shown on the certificate of insurance (whichever more is greater), towards the costs You reasonably incur to:

- remove and store the Unit Owner's contents for as long as their Unit is uninhabitable because of the Building damage; and
- return the Unit Owners contents to their original location when the Unit becomes habitable again.

We pay up to \$20,000 in the aggregate for all claims for all Unit Owners arising out of any one event or series of events.

You are not entitled to this additional benefit to the extent any Unit Owner is entitled to be indemnified in relation to the cost of the removal and storage of their contents under another policy of insurance.

The following additional benefits 25 and 26 are in addition to the Building Sum Insured.

However, the combined total amount We will pay for additional benefits 25 and 26 arising out of all claims in any one Period of Insurance, is limited to a maximum of \$50,000 or the amount shown on the certificate of insurance (whichever is greater).

25 Loss of rent

If We have paid or agreed to pay a claim for damage to the Building (other than under the additional benefit 'Flood cover' in this policy), We will pay for the loss of rent sustained by a Unit Owner if:

- at some time during the 60 days prior to the date on which the damage occurred that Unit was occupied by a tenant; and
- the Unit is uninhabitable or inaccessible to the tenant as a direct result of the damage.

We stop paying loss of rent once We replace, reinstate or repair the damage

to the Building, or pay You to do so or the Unit becomes habitable and accessible for tenants.

26 Temporary and emergency premises

If We have paid or agreed to pay a claim for damage to the Building (other than under the additional benefit 'Flood cover' in this policy), We pay the reasonable costs for a Unit Owner who occupies a Unit at the time of the damage to occupy other similar premises in the same or a nearby location while that Unit is uninhabitable or cannot be accessed as a direct result of the damage to the Building.

We will stop paying for the Unit Owner to live in a comparable unit once We replace, reinstate or repair the damage to the Building, or pay You to do so or the Unit becomes habitable and accessible for the Unit Owner.

The following additional benefits 27 and 28 are included in the Building Sum Insured.

27 Compensation for reduced floor space

If We have paid or agreed to pay a claim for replacement or reinstatement of the Building and a government or statutory authority prevents the full replacement or reinstatement of the Building and this results in the reduction of the floor space of the Building then, in addition to any amount payable on replacement or reinstatement of the Building, We will pay the difference between:

- the actual costs incurred in replacement or reinstatement with reduced floor space; and
- the estimated reasonable cost of full replacement or reinstatement at the time of damage.

28 Costs connected with rebuilding

If We repair or reinstate the Building or pay You the reasonable costs to do so, (other than under the additional benefit 'Flood cover' in this policy), We will pay the extra costs You reasonably incur to comply with the requirements of a government or statutory authority, (but not the costs for any work which was required before the damage occurred).

Inflation protection

When offering renewal terms for Your Building and Common Contents We will (unless We tell You otherwise), automatically adjust:

- the Building Sum Insured (where an amount is shown on the certificate of insurance) in accordance with the “Reed Construction Data’s Cordell Housing Building Cost Guide”; and
- the sum insured shown on the certificate of insurance for Common Contents by 3% unless the sum insured shown on the certificate of insurance for Common Contents is \$5,000 or less.

If We automatically adjust the sum insured We will base the renewal premium on the increased sum(s) insured.

Excess

There is an excess of \$1,000 for every claim directly or indirectly arising out of or in connection with vandalism or graffiti solely to an unoccupied Unit or Units, or by a tenant of an occupied Unit.

For damage by earthquake, subterranean fire or volcanic eruption, there is an excess of \$200 for all claims arising during any one 72 hour period.

You will also be required to bear any excess shown on the certificate of

insurance for each and every loss or series of losses caused by or arising out of the event specified on the certificate of insurance.

Special condition

Reinstatement of sum insured

If We pay a claim for:

- partial loss - We reinstate the sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid the additional premium and accept any additional conditions We required
- a Total Loss - the sum insured is not reinstated.

Special definitions of words used in this policy

Building means the buildings and structures at the Strata Land and:

- includes:
 - outbuildings and structural improvements, including any below ground swimming pools, saunas and fixed spas
 - fixed floor coverings including tiling, floating floors and floorboards
 - external signs and awnings, elevators, escalators, inclinators, satellite dishes, radio, television and other antennas (including their lead-in wiring), masts and towers
 - paved pathways, paved driveways, retaining walls, fences and gates
 - paint and wallpaper on the Common Property and inside individual Units
 - ducted air-conditioners, non window mounted split system air-conditioners, stoves, ovens, hot water systems, built in cupboards and bathroom fittings
 - services (whether underground or not) that are Your property or which You are liable to repair or replace or pay to repair or replace; and
 - anything else the Strata Titles Legislation describes as being included in the meaning of building for the purposes of the Strata Titles Legislation

- except where specifically included in the meaning of building in the Strata Titles Legislation, excludes:
 - curtains, blinds or carpets other than in the Common Property
 - window mounted air-conditioners or any free standing or portable appliance
 - any fixture removable by a lessee or tenant at the end of a lease or tenancy
 - earth, gravel or other unpaved surfaces
 - anything else the Strata Titles Legislation describes as being excluded from the meaning of building for the purposes of the Strata Titles Legislation.

Building Sum Insured means:

- the amount shown on the certificate of insurance as the Building Sum Insured; or
- where the words ‘No Limit’ are shown on the certificate of insurance, the cost to replace, reinstate or repair the damaged part of the Building as far as possible to its original condition, using materials that are readily available in Australia.

Common Contents means goods, plant and equipment owned by You or for which You are legally liable and which are kept on the Common Property at the Location or which have been temporarily moved from there to another location for repair or servicing, but does not include:

- vehicles (other than garden appliances not required by law to be registered)

- motor vehicle parts or accessories (other than those required for garden appliances)
- boats or jet skis
- aircraft or aerial devices
- Money
- plants, shrubs, trees or vines
- animals, birds or fish
- goods, plant or equipment owned by a Unit Owner or occupier of a Unit
- goods, plant or equipment included in the definition Building.

Common Property

- includes everything the Strata Titles Legislation describes as being included in the meaning of common property for the purposes of the Strata Titles Legislation; and
- excludes everything the Strata Titles Legislation describes as being excluded from the meaning of common property for the purposes of the Strata Titles Legislation.

Strata Company Fund Fees means fees which the Strata Company is entitled under Strata Titles Legislation to collect from the Unit Owners to cover various administration expenses relating to the control and management of the common property, the payment of any premiums of insurance and the discharge of any other obligation of the Strata Company. Such a fund is variously described in Strata Titles Legislation as a fund, an administrative fund, a reserve fund, a special purpose fund or a sinking fund.

Machinery breakdown policy

You only have this policy if the risk 'Machinery breakdown' is shown on the certificate of insurance.

The General conditions on page 7 and the General exclusions on page 8 apply to this policy. The General definitions on page 9 apply to words used in this policy.

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In this Machinery breakdown policy, 'You' means the Strata Company.

What You are insured against

This policy insures You against:

- Breakdown of a Machine (other than a boiler, Economiser or pressure vessel); and
- Explosion or Collapse of a boiler, Economiser or pressure vessel shown on the certificate of insurance,

at the Strata Land during the Period of Insurance.

What is not insured

This policy does not insure You against:

- damage that is wear, tear, rust, corrosion, erosion, oxidation, scale or gradual deterioration
- the cost of:
 - preventative maintenance, routine adjustment or cleaning
 - alteration, addition, improvement, overhaul or non-essential repair
 - retrofitting a machine installation to accept alternative refrigerants
 - repairing or replacing a scratched, painted or polished surface
 - repairing or replacing a belt, rope, wire, chain, tyre, filter, refrigerant dryer, fuse, electric heating element, electrical contact, thermostat, thermostatic expansion valve, gland packing, seal, cutting blade, die, refractory material, glass or ceramic component, lubricant, fuel or operating medium
 - replacing any oil, liquid or gas resulting from leakage from glands, seals, gaskets or joints or from corroded, pitted or deteriorated parts
 - repairing or replacing a Machine, Economiser, boiler or pressure vessel which You have hired, leased or loaned unless prior to the Breakdown, Explosion or Collapse We have agreed in writing to insure this cost
- loss or damage directly or indirectly caused by or arising out of:
 - persons taking part in a riot, civil commotion or industrial or political action

- vandalism
- burglary, theft or attempted theft
- a fault which You, an Employee or Your Strata Manager knew, or ought reasonably to have known about at the time of the loss or damage
- the unsafe or unlawful operation of a Machine, boiler, Economiser or pressure vessel
- the initial set up, installation or erection of a Machine
- fire, smoke, soot or extinguishment of fire
- impact by a vehicle, animal or aircraft
- subterranean fire or volcanic eruption
- earth movement no matter how caused, including earthquake, erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion and heaving
- wind, rain, hail, snow or lightning
- Flood
- sea or tidal wave
- Storm Surge or tsunami
- seepage or leakage from any vessel, tank, pipe or system
- chemical explosion
- germs, disease, virus, bacteria, or other contagion
- loss or damage recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

What We pay

For Breakdown of a Machine or Explosion or Collapse of a boiler, Economiser or pressure vessel, We pay up to the sum insured:

- for the reasonable cost to repair the item of equipment; or
- what it will cost to buy a new item of equipment of a similar make and model,

whichever is less.

We pay up to the sum insured shown on the certificate of insurance for all claims arising out of the one event or series of events.

We also pay:

- up to \$500 towards the cost to hire a temporary replacement electric

motor during the time taken to repair insured damage to an electric motor for all claims arising out of the one event or series of events; and

- up to \$1,000 or 10% of the sum insured shown on the certificate of insurance for the damaged electric motor (whichever is greater), towards air and freight charges You reasonably incur because of the insured damage, but We only pay for international freight charges if they are incurred with Our prior written consent.

Repair or replacement includes removal of debris and replacing refrigerant.

Additional benefit

Additional or replacement machines

You are automatically insured up to the sum insured shown on the certificate of insurance until Your next policy renewal date, for a machine You acquire during the Period of Insurance to replace a Machine, but only if it is similar in type to that shown on the certificate of insurance.

Special condition

Reinstatement of sum insured

If We pay a claim for:

- a partial loss - We reinstate the sum insured shown on the certificate of insurance unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid the additional premium and accepted any additional conditions We required
- a Total Loss, the sum insured is not reinstated.

If You have a Total Loss, We suggest You contact Us to discuss insuring the replacement items.

Special definitions of words used in this policy

Machine means the items shown on the certificate of insurance but not electronic equipment other than microwave ovens and electronic controls on the machines shown on the certificate of insurance.

Electronic equipment policy

You only have this policy if the risk 'Electronic equipment' is shown on the certificate of insurance.

The General conditions on page 7 and the General exclusions on page 8 apply to this policy. The General definitions on page 9 apply to words used in this policy.

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In this Electronic equipment policy, 'You' means the Strata Company.

The types of cover We offer

We offer 2 different types of insurance cover:

- cover for accidental damage to or theft of electronic equipment; and
- cover for loss or damage to electronic data processing media and information.

The type of cover You have is shown on the certificate of insurance.

Section 1: what is insured for electronic equipment

If 'Electronic equipment' is shown on the certificate of insurance, this section of the policy insures You against:

- accidental damage to electronic equipment shown on the certificate of insurance; and
- theft of electronic equipment shown on the certificate of insurance (but only if the theft is from a securely locked vehicle, building or room and is consequent upon someone gaining entry to the vehicle, building or room by causing physical damage to it at the point of entry and evidence of the damage can be clearly seen),

occurring in Australia during the Period of Insurance.

What is not insured for electronic equipment

This policy does not insure You against:

- damage that is wear, tear, rust, corrosion, erosion, scale or gradual deterioration
- loss of or damage to a disk or other media
- loss of information or a software program
- the cost:
 - of preventative maintenance, routine adjustment or cleaning
 - of an alteration, addition, improvement, overhaul or non-essential repair
 - to repair or replace a scratched, painted or polished surface.

Please also refer to the information on page 20 'What is not insured under sections 1 and 2 of that policy'.

What We pay for electronic equipment

For accidental damage to or theft of electronic equipment, We pay:

- the reasonable cost to repair the item of equipment; or
- the retail cost as new of the item of equipment; or
- the sum insured shown on the certificate of insurance for the item of electronic equipment,

whichever is less.

We pay up to \$1,000 or 10% of the sum insured shown on the certificate of insurance for the damaged item of electronic equipment (whichever is greater), towards air and freight charges You reasonably incur because of the insured damage, but only for international freight charges if they are incurred with Our prior written consent.

Special conditions for the insurance for electronic equipment

Reinstatement of sum insured

If a sum insured is shown on the certificate of insurance and We pay a claim for:

- a partial loss - We reinstate the sum insured unless We told You when the claim was accepted that the sum insured would only be reinstated if You paid the additional premium and accepted any additional conditions We required
- a Total Loss - the sum insured for that item of electronic equipment is not reinstated.

If You have a Total Loss, We suggest you contact Us to discuss insuring the replacement items of electronic equipment.

Unoccupied building

This policy does not insure You if the building which contains the insured electronic equipment is left unoccupied for more than 60 consecutive days unless You tell us before the 60 days begin and We agree to continue to insure the equipment.

Section 2: what is insured for electronic data processing media and information

If 'Electronic data processing media and information' is shown on the certificate of insurance, this section of the policy insures You against loss or damage to electronic data processing media and information of computers, word processors and typesetting computers shown on the certificate of insurance if it occurs during the Period of Insurance when it is:

- at the Strata Land
- at a media storage location
- temporarily removed from the Strata Land to any other location for processing purposes
- in Transit between any of the above locations.

What is not insured for electronic data processing media and information

This policy does not insure You against:

- damage that is wear and tear
- loss or distortion of data information or a record which is not directly caused by physical damage to the data media material
- loss or damage directly or indirectly caused by or arising out of:
 - a fault which You, an Employee or Your Strata Manager knew, or ought reasonably to have known about at the time of the loss or damage; or
 - atmospheric moisture or temperature, unless directly caused by physical damage to or a malfunction of an air conditioner at the Strata Land.

What we pay for electronic data processing media and information

We pay:

- the retail cost to replace the damaged data processing media with media of a similar make and model; and
- the reasonable cost You incur to restore the information lost, destroyed, disrupted or corrupted by the damage to the data processing media to a condition equivalent to that existing immediately prior to the damage; and
- the extra charges You reasonably incur for overtime and work on public holidays necessitated by the damage to replace the media and restore the information,

but only if You replace the media and restore the information within 3 months of the loss or damage occurring.

We pay up to the sum insured shown on the certificate of insurance for 'Electronic data processing media and information'.

What is not insured under sections 1 and 2 of this policy

Whatever type of cover You have, this policy does not insure You against loss or damage:

- 1 directly caused by rain, hail or snow to an insured item unless that item was contained in a secured building or vehicle when the damage occurred
- 2 directly caused by earth movement (except earthquake) no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving
- 3 directly caused by Flood
- 4 directly caused by sea or tidal wave (even if caused by an earthquake)
- 5 directly caused by Storm Surge or tsunami
- 6 that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

Special definitions of words used in this policy

Transit means being transported by You in or on a vehicle from one place to another and includes the process of loading and unloading of the vehicle and packing, unpacking, stacking and unstacking.

Voluntary workers accident only policy

You only have this policy if the risk 'Voluntary workers accident only' is shown on the certificate of insurance.

The General conditions on page 7 and the General exclusions on page 8 apply to this policy. The General definitions on page 9 apply to words used in this policy.

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| What is not insured | 22 |
| What We pay | 22 |
| Special conditions | 23 |
| Special definitions of words used in this policy | 23 |

In this Voluntary workers accident only policy 'You' means a Voluntary Worker, as if each Voluntary Worker had his or her own policy.

What We pay

We pay the compensation set out in the table below if You die (item 1) or suffer a total loss of the effective use of any of items 2-23 in the table below as a result of the insured Accident. The compensation is the percentage of the capital benefit shown on the certificate of insurance.

What You are insured against

This policy insures You against bodily injury, inability to work or death caused by an Accident if the Accident:

- occurred whilst You were performing Voluntary Work; and
- occurred in Australia during the Period of Insurance; and
- caused bodily injury, inability to work or death solely, directly and independently of any other cause; and
- was directly caused by violent, external and visible means.

What is not insured

This policy does not insure You if:

- You were under the age of 16 years when the Accident occurred;
- the Accident occurred whilst You were:
 - under the influence of alcohol or a drug
 - taking part in a riot or civil commotion
 - engaging in a sporting or recreational activity
 - travelling by air or engaging in any aerial activities, unless travelling as a passenger in a licensed aircraft operated by a licensed pilot on a recognised airline over an established air route;
- the injury, inability to work, or death is attributable wholly or in part to pregnancy or childbirth, even if the childbirth may have been accelerated or induced by the Accident; or
- the injury, inability to work, or death is attributable wholly or in part to intentional or attempted self injury or suicide or any sexually transmissible disease.

| DEATH OR INJURY DIRECTLY CAUSED BY THE INSURED ACCIDENT | | | |
|---|----|--|--------------------------------------|
| | | | COMPENSATION % of capital benefit |
| Death | 1 | | 100% |
| Sight | 2 | Loss of sight both eyes | 100% |
| | 3 | Loss of sight one eye | 50% |
| | 4 | Loss of binocular vision | 50% |
| Hearing | 5 | Loss of hearing in one ear | 50% |
| | 6 | Loss of hearing in both ears | 75% |
| Speech | 7 | Loss of power of speech | 75% |
| Arm | 8 | Loss of arm above elbow | 90% |
| | 9 | Loss of arm below elbow | 80% |
| Leg | 10 | Loss of leg at or above knee | 90% |
| | 11 | Loss of leg below knee | 80% |
| Hand, thumb or finger | 12 | Loss of both hands | 100% |
| | 13 | Loss of hand or thumb and 4 fingers | 80% |
| | 14 | Loss of thumb or forefinger | 30% |
| | 15 | Loss of any finger other than forefinger | 20% |
| | 16 | Loss of end joint (distal phalanx) of thumb or of any finger | 15% |
| Hand and foot | 17 | Loss of a hand and a foot | 100% |
| Foot or toe | 18 | Loss of both feet | 100% |
| | 19 | Loss of one foot | 75% |
| | 20 | Loss of big toe | 25% |
| | 21 | Loss of any toe other than big toe | 10% |
| | 22 | Loss of end joint (phalanx) of big toe | 10% |
| | 23 | Loss of end joint (phalanx) of any other toe | 5% |

We pay the compensation set out in the table below if You are permanently or temporarily unable to work or perform Your usual domestic duties as a result of the insured Accident.

| INABILITY TO WORK OR PERFORM DOMESTIC DUTIES | | COMPENSATION |
|--|---|---|
| 24 | Total and permanent inability to engage in or attend to any profession, business or occupation – the benefit is not payable until after the inability has continued for a period of 12 consecutive calendar months. | 100% of the capital benefit |
| 25 | Total or partial inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the Accident. | <i>The lesser of:</i> – the weekly benefit shown on the certificate of insurance; and – 80% of the average amount You earned per week over the 12 month period ending immediately before the Accident. |
| 26 | Total or partial inability to perform Your usual domestic duties occurring within 12 calendar months of the date of the Accident. | <i>The lesser of:</i> – the weekly benefit shown on the certificate of insurance; and – the reasonable expenses You incur for domestic help during the period the Accident prevents You from performing Your usual domestic duties. |

Funeral expenses

If We pay compensation under item 1 in the table, We also pay Your Estate \$5,000 for funeral expenses.

Limits on compensation

If more than one type of injury is caused by an Accident, We pay only for the one that gives the highest benefit.

Any benefit paid for items 1-23 is reduced by any benefit paid for items 24, 25 or 26 (and vice versa) if the benefits are all payable as a result of the one Accident.

We do not pay more than the capital benefit to any Voluntary Worker in relation to any one Accident.

For items 25 and 26, We do not pay a benefit for more than:

- one of them; and
- the number of weeks shown as the 'Compensation period' on the certificate of insurance.

Special conditions

Aggregate limit per Period of Insurance

We only pay up to the 'Aggregate limit per period' shown on the certificate of insurance for all Accidents during the Period of Insurance.

Compensation from other sources

If You or Your estate have been paid or are entitled to be paid compensation for the injury, inability to work or death by a person legally liable to compensate You (other than under a personal accident, sickness, illness or life insurance policy which You have taken out), the amount We have to pay under this policy is reduced by the amount of that compensation. If You receive that compensation after payment has been made under this policy, You must refund what We have paid under this policy to the extent of the compensation received.

No cover for initial period

When a 'Claims exclusion period' is shown on the certificate of insurance, We do not pay any compensation for items 25 or 26 during this initial period.

Special definitions of words used in this policy

Accident means an unexpected and unintended event or series of events.

Voluntary Work means work performed for the Strata Company with the prior approval of the Strata Council Members and for which the Voluntary Worker did not expect or receive a fee, reward or remuneration.

Voluntary Worker means a natural person whilst he or she is performing Voluntary Work.

Fidelity guarantee policy

You only have this policy if the risk "Fidelity guarantee" is shown on the certificate of insurance.

The General conditions on page 7 and the General exclusions on page 8 apply to this policy. The General definitions on page 9 apply to words used in this policy.

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| Reinstatement of fidelity guarantee limit | 25 |
| Special definitions of words used in this policy | 25 |

In this Fidelity guarantee policy, 'You' means the Strata Company.

What You are insured against

This policy insures You up to the amount shown on the certificate of insurance as the 'Fidelity guarantee limit' against loss of Contents or Money belonging to You or received or collected by You, directly caused by a fraud committed by a Strata Council Member or an Employee during the Period of Insurance if:

- the fraud was committed and the whole of the loss arising from the fraud occurs in Australia; and
- You discover the fraud during the Period of Insurance or within 9 calendar months of the date on which Your policy expires or is cancelled; and
- the Strata Council Member or Employee has been successfully prosecuted for the fraud or the evidence provided by You satisfies Us beyond reasonable doubt that the fraud has been so committed.

What is not insured

This policy does not insure You against any claim:

- for loss of trade secrets or confidential information; or
- for fraud committed by a Strata Council Member or Employee after You discover any fraud committed by that Strata Council Member or Employee; or
- proof of which is wholly or partly dependent upon a profit and loss computation or comparison or a comparison of book inventory with physical count.

What We pay

We pay the:

- face value of cash
- market value or cost of replacement of negotiable instruments, whichever is less
- the retail cost as new less an amount for wear, tear and depreciation or the market value of goods, whichever is less,

as at the close of business on the business day immediately preceding the day on which the fraud is discovered.

We pay up to the 'Fidelity guarantee limit' shown on the certificate of insurance for all loss of Contents or Money arising out of the one fraud or series of frauds.

What We do not pay

We do not pay the cost to reproduce any information contained in a manuscript, record, account, microfilm, tape, computer media or other record.

Reinstatement of fidelity guarantee limit

If We pay:

- less than the 'Fidelity guarantee limit' shown on the certificate of insurance, We will reinstate the fidelity guarantee limit to the original amount
- the 'Fidelity guarantee limit' shown on the certificate of insurance, We will reinstate that limit once only during the Period of Insurance.

If We pay the fidelity guarantee limit and that limit has been reinstated once, We suggest You speak to Us about taking out a new policy.

Special definitions of words used in this policy

Contents means goods, plant and equipment owned by You or for which You are legally liable.

Legal liability policy

You only have this policy if the risk 'Legal liability' is shown on the certificate of insurance.

The General conditions on page 7 and the General exclusions on page 8 apply to this policy. The General definitions on page 9 apply to words used in this policy.

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In this Legal liability policy, 'You' means the Strata Company and a Voluntary Worker while engaged solely in Voluntary Work on behalf of the Strata Company.

Each is insured jointly and separately, subject to Our total liability not exceeding the limits of indemnity described in this policy.

What You are insured against

This policy insures You against Your legal liability to pay compensation for Personal Injury or Damage to Property which happens during the Period of Insurance and is directly caused by an Occurrence which happens in Australia and in connection with the Business.

What is not insured

This policy does not insure You against a liability:

1 Agreements

- pursuant to or in connection with an agreement to the extent that in that agreement You:
 - take on a legal liability which You would not have had if that agreement had not been made; or
 - give up a legal right which You would have had, if that agreement had not been made.

2 Aircraft, aerial device, airports and Aircraft Landing Areas

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with Your ownership, occupation, control or use of any aircraft, aerial device, airport or Aircraft Landing Area.

3 Breach of a Professional Duty

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of a breach of a Professional Duty owed by You or anyone for whom You are liable.

4 Compulsory insurance

- if You are required by law to be insured against that liability under another policy of insurance

For example, You may be required by law to be insured against that liability by a workers' compensation policy, a motor vehicle third party personal injury policy or a professional indemnity policy.

- if You are entitled to be indemnified against that liability under another policy of insurance taken out by some other Person.

5 Construction and underground services

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
 - the erection, demolition, alteration of or addition to a building or structure by You or on Your behalf if the contract value for the erection, demolition, alteration or addition is \$1,000,000 or more; or
 - vibration, tunnelling, underpinning or by the removal or weakening of or interference with the support of land, property, buildings or structures
- for any loss or damage to underground services or underground property unless, when the loss or damage occurred, the person who caused the loss or damage:
 - could readily see the underground service or underground property; or
 - could not readily see the underground service or underground property and was not aware (and could not reasonably have been aware) of the exact location of the underground service or underground property.

6 Defamation

- for defamation.

7 Disease

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:
 - Avian Influenza ('bird flu'); Bovine Spongiform Encephalopathy or Creutzfeldt-Jakob disease ('mad cow disease'); Sudden Acute Respiratory Syndrome ('SARS') or any strain or mutant variation of any of these
 - a disease declared by the Governor General, by proclamation, to be a 'quarantinable disease' under the Commonwealth Quarantine Act 1908.

8 Fixed and floating boat facilities

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of Your ownership, occupation, control or use of any watercraft, marina, wharf, jetty, dock, pontoon or similar facility and whether fixed or floating.

9 Lack of performance

- for compensation for delay or lack of performance under any contract made by You or on Your behalf.

10 Pollution

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), unless the actual discharge, dispersal, release or escape is the consequence of a sudden cause which:
 - takes place at a clearly identifiable point in time during the Period of Insurance; and
 - is not reasonably expected or intended by You
- for any costs incurred to prevent, remove, nullify or clean up any actual, alleged or threatened discharge, dispersal, release or escape as described above unless the costs are reasonably incurred by You and are the direct consequence of a sudden cause which:
 - takes place at a clearly identifiable point in time during the Period of Insurance; and
 - is not reasonably expected or intended by You; and
 - results in Personal Injury or Damage to Property.

11 Sport and recreation and sport and recreational facilities

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
 - a sporting or recreational activity; or
 - the use of any sporting or recreational facility or equipment, except as described under the additional benefit 'Sport and recreation and recreational facilities' on page 28.

12 Territorial limits

- for a claim brought outside Australia; or
- for a claim brought in Australia but based upon or to enforce a claim brought outside Australia.

13 Treatment

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of You or anyone on Your behalf prescribing,

administering or performing treatment for, to or on any person or creature, other than first aid services, prescribed or administered by You or on Your behalf.

14 Vehicles, boats and jet skis

- for Personal Injury directly or indirectly caused by or arising out of or in connection with a registered vehicle if You were at the time of the Occurrence required by law to be insured against that liability under another policy of insurance
- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with a vehicle, boat or jet-ski owned by You or in Your physical or legal control, if at the time of the Occurrence:
 - the vehicle, boat or jet-ski was not registered when the law required it to be registered
 - the vehicle, boat or jet-ski was carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law
 - the vehicle was unsafe or unroadworthy
 - the boat or jet-ski was unsafe or unseaworthy
 - the vehicle, boat or jet-ski was being driven, towed, operated by, or in the charge of a person:
 - * without a licence or ticket required by law
 - * who was under the influence of alcohol or a drug
 - * who had more than the legal limit of alcohol or a drug in their blood
 - * who refused to undergo a legal test for alcohol or drugs.

If You were not the driver or the person in charge of the vehicle, boat or jet-ski at the time of the Occurrence, We will not rely on the exclusion in this dash if You can satisfy us that You did not know, and could not reasonably have known that the driver or person in charge did not have the required licence or ticket or was affected by alcohol or a drug.

15 You and Your guests, visitors, and Employees

- for Damage to Property belonging to, or being rented, hired, leased or hire purchased by:
 - You
 - an Employee if the loss or

damage arises out of or in the course of or in connection with their employment with You

- for Personal Injury to:
 - an Employee if the Personal Injury arises out of or in the course of or in connection with their employment with You
 - a person working with You under a government scheme.

How much We pay

Limit any one Occurrence

We pay up to the Limit of Indemnity for any one Occurrence or series of Occurrences.

Limit of Indemnity for property in Your physical or legal control

We only pay up to \$250,000 or the sum insured shown on the certificate of insurance (whichever is greater) for Your liability for loss of or damage to property in Your physical or legal control.

Aggregate limit for pollution liability

We pay up to the limit shown on the certificate of insurance for 'Aggregate limit for pollution liability' for liability for all Occurrences that happen during the Period of Insurance and give rise to a liability to pay:

- compensation for pollution; or
- for the cost to prevent, remove, nullify or clean up any actual, alleged or threatened pollution.

Other Policies

The limits described are the maximum We pay under this policy and under any other policies issued by Us to You even though You may have a claim under another policy.

Additional benefits

1 Legal costs

If You are entitled to be indemnified under this policy for a claim made against You, We pay the reasonable legal costs You incur with Our prior written consent in defending or settling the claim.

This benefit is in addition to the sum insured shown on the certificate of insurance as the 'Limit of Indemnity' for this policy.

2 Sport and recreation and recreational facilities

This policy is extended to insure You against Your legal liability to pay compensation for Personal Injury or Damage to Property which happens during the Period of Insurance and is directly caused by an Occurrence

which happens at the Strata Land and in connection with the Business and which is directly caused by:

- the use of a sporting or recreational facility which You own or for which You are legally liable
- the use of recreational equipment which You own or for which You are legally liable.

Discharge of liabilities

We may pay You the amount of the 'Limit of Indemnity' (after We deduct any sum We have already paid) or any lesser sum for which the claim can be settled, in respect of such claim. If We make such a payment We will relinquish the conduct of the claim and have no further liability in connection with the claim.

Special definitions of words used in this policy

Aircraft Landing Area means any area where aircraft land or take off or are housed, maintained or operated.

Limit of Indemnity means the amount shown on the certificate of insurance as the 'Limit of Indemnity' for this policy.

Medical Practitioner means a medical practitioner as defined in the legislation governing the conduct of medical practitioners in the State or Territory of Australia in which this policy is issued.

Occurrence means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general conditions.

Professional Duty means:

- the duty owed in a professional capacity by a Medical Practitioner, veterinary surgeon, lawyer, accountant, engineer, insurance broker, finance broker, financial advisor, real estate agent or architect; and
- any other duty owed in a professional capacity noted on the certificate of insurance as a 'Professional duty'.

Voluntary Work means work performed for the Strata Company with the prior approval of the Strata Council Members and for which the Voluntary Worker did not expect or receive a fee, reward or remuneration.

Voluntary Worker means a natural person whilst he or she is performing Voluntary Work.

Strata council members legal liability policy

You only have this policy if the risk 'Strata council members legal liability' is shown on the certificate of insurance.

The General conditions on page 7 and the General exclusions on page 8 apply to this policy. The General definitions on page 9 apply to words used in this policy.

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In this Strata council members legal liability policy 'You' means each of the past, present and future Strata Council Members, as if each Strata Council Member had his or her own Strata Council Members legal liability policy.

Each is insured jointly and separately, subject to Our total liability not exceeding the limits of indemnity described in this policy.

What You are insured against

Strata Council Members indemnity

This policy insures You up to the Limit of Indemnity against any amount payable by You to a Claimant for a civil liability incurred by You in respect of a Claim first made on You during the Period of Insurance, if the Strata Company is not required or permitted by law to indemnify You against that liability.

Strata Company indemnity

This policy insures the Strata Company up to the Limit of Indemnity against any amount payable by You to a Claimant for a civil liability incurred by You in respect of a Claim first made on You during the Period of Insurance, if the Strata Company is required or permitted by law to indemnify You in respect of such liability and has indemnified You, or has agreed to do so.

What is not insured

This policy does not insure You or the Strata Company against a Claim:

1 Actions against each other

- by the Strata Company or by a Strata Council Member.

2 Breach of duty

- directly or indirectly caused by or arising out of You:
 - rendering or failing to render a professional service or professional advice; or
 - having a conflict of interest; or
 - exercising a power not conferred on or delegated to You by the Strata Company in accordance with its by-laws or rules; or
 - receiving a personal benefit or a gratuity not authorised by the Strata Company in accordance with its by-laws or rules.

3 Defamation

- for defamation.

4 Dishonesty or fraud

- directly or indirectly caused by or arising out of a dishonest, fraudulent, criminal or malicious act or omission by:
 - You; or
 - an Employee, Strata Manager or another Strata Council Member with Your consent or knowledge, or which You participated in or in which You were engaged, involved or concerned.

5 Failure to notify

- if You fail to notify Us of the Claim within the Period of Insurance except to the extent that Our interests are not prejudiced as a result of that failure.

6 Inadequate insurance

- directly or indirectly caused by or arising out of the Strata Company not having any, or any adequate insurance cover:
 - for its own loss or damage; or
 - to meet or satisfy a liability it has to a third party.

7 Disease

- directly or indirectly caused by or arising out of or in connection with:
 - Avian Influenza ('bird flu'); Bovine Spongiform Encephalopathy or Creutzfeldt-Jakob disease ('mad cow disease'); Sudden Acute Respiratory Syndrome ('SARS') or any strain or mutant variation of any of these; or
 - a disease declared by the Governor General, by proclamation, to be a 'quarantinable disease' under the Commonwealth Quarantine Act 1908.

8 Known Circumstance

- directly or indirectly caused by or arising out of a Known Circumstance which You did not disclose to Us before the commencement of the Period of Insurance, except as described under the additional benefit 'Known Circumstance' on page 32.

9 Personal Injury and Damage to Property

- for Personal Injury or Damage to Property.

10 Pollution

- for any costs incurred to prevent, remove, nullify or clean up any actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), unless the costs are reasonably incurred by You and are the consequence of a sudden cause which:
 - takes place at a clearly identifiable point in time during the Period of Insurance; and
 - is not reasonably expected or intended by You or the Strata Company.

11 Territorial limits

- brought outside Australia; or
- brought in Australia but based upon or to enforce a Claim brought outside Australia; or
- directly or indirectly caused by or arising out of or in connection with a Wrongful Act outside Australia.

12 Wrongful Act prior to commencement of this policy

- directly or indirectly caused by or arising out of a Wrongful Act prior to the Period of Insurance, unless You had a Strata Council Members legal liability policy with Us or with another insurer at the time of that Wrongful Act and continuously until the first day of the Period of Insurance.

Additional benefits

Known Circumstance

This policy is extended to insure You and the Strata Company against a Claim first made on You during the Period of Insurance arising directly or indirectly out of a Known Circumstance which You did not disclose to us before the commencement of the Period of Insurance, if You:

- did not deliberately refrain from disclosing the Known Circumstance to Us; and
- had a Strata Council Members legal liability policy with Us or with another insurer continuously between the date of the Known Circumstance and the first day of the Period of Insurance; and
- did not notify the Known Circumstance to Us or to any other insurer prior to the Period of Insurance.

This additional benefit is otherwise subject to the terms of this policy.

Legal costs

If We have confirmed to You in writing that We will indemnify You or the Strata Company under this policy in respect of a Claim, then We will pay the Defence Costs.

We may elect:

- to conduct the defence or settlement of a Claim at Our cost whilst reserving Our rights in relation to indemnity; or
- not to conduct the defence or settlement of a Claim but agree to pay Your Defence Costs arising from such Claim provided that if indemnity is subsequently denied, We will no longer conduct the defence or settlement of such Claim or pay Your Defence Costs. In that event, We will not require You to pay or refund any Defence Costs incurred up to the date on which We advise You in writing that indemnity is denied.

This additional benefit is in addition to the sum insured shown on the certificate of insurance as the 'Limit of Indemnity' and the 'Aggregate Limit of Indemnity' for this policy.

Aggregate Limit of Indemnity

We pay up to the Aggregate Limit of Indemnity for all Claims first made on You during the Period of Insurance.

Special conditions

Defence and settlement

If We recommend a settlement of the Claim for up to a certain amount and You or the Strata Company neglect or refuse within a reasonable time to consent to Our making an offer of settlement up to that amount, then Our liability under this policy will be limited to that amount.

Discharge of Our liability

We may at any time pay You or the Strata Company in respect of a Claim the amount of the Limit of Indemnity or such other limit that may be specified (after deduction of any sum or sums already paid by Us) or any lesser sum for which the Claim can be settled and upon such payment We will relinquish conduct or control of the Claim and have no further liability in connection with the Claim.

Notice

You must notify Us of a Claim as soon as possible on becoming aware of it.

Subrogation

If We indemnify or agree to indemnify You, We have the right to proceed in Your name against any Person responsible for the loss, damage or injury. We take this action at Our expense. You must not do anything which limits Our right to do so. We waive this right as against another Strata Council Member unless the Claim was directly or indirectly caused by or arose out of or in connection with a dishonest, fraudulent or criminal act or omission of that other Strata Council Member.

Special definitions of words used in this policy

Aggregate Limit of Indemnity

means the amount shown on the certificate of insurance as the 'Aggregate Limit of Indemnity' for this policy.

Claim means:

- a demand for, or assertion of rights to, compensation or damages from You for a Wrongful Act; or
- an intimation of an intention to seek compensation or damages from You for a Wrongful Act.

Claim includes all claims against You arising out of the same act, error or omission or series of acts, errors or omissions.

Claimant means the Person making a Claim against You.

Defence Costs means the reasonable costs, charges and expenses You incur with Our prior written consent to defend a Claim.

Known Circumstance means a fact, matter or circumstance which You knew of prior to the Period of Insurance and which You knew, or which a reasonable person in the circumstances would have known, might give rise to a Claim against You.

Limit of Indemnity means the amount shown on the certificate of insurance as the 'Limit of indemnity' for this policy.

Wrongful Act means an actual or alleged error, misstatement, act, omission or breach of duty by You in Your capacity as a Strata Council Member in connection with the Business.

Contact Us

NSW (02) 6363 7195

QLD (07) 3721 5100

SA (08) 8373 9200

TAS (03) 6331 5022

VIC (03) 9342 1200

WA (08) 9273 5333

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