

COMMERCIAL STRATA PLAN

Product Disclosure Statement

Date of preparation: 10 March 2022



Good people to know.



How the Commercial Strata Plan works

Date of preparation: 10 March 2022

About the insurer and WFI

The insurer for this Commercial Strata Plan is Insurance Australia Limited (ABN 11 000 016 722) trading as WFI (WFI) whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1,
Bassendean DC WA 6942

Email: info@wfi.com.au

WFI is an Australian Financial Services Licensee (AFSL No. 227681) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

The Commercial 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 cover You for Your liability for workers' compensation. Nor does the Plan include cover for a range of other risks You might want to insure or protect Yourself against. You need to determine whether this is the case and make sure You are appropriately protected.

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 any of the policies, You should carefully consider the appropriateness of the policies having regard to Your objectives, financial situation and needs.

Understanding the significant features, benefits and risks

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

- read the:
 - Important information (pages 3 to 8)
 - General conditions (pages 9 and 10)
 - General exclusions (pages 11 and 14)
 - General definitions (pages 15 and 16)

which apply to all policies; and

- 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
 - what We pay for a claim.

There is an index on the front of each of the policies for easy reference.

Policies You can choose from



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Important information

applying to all policies

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Our words

To make sure You can readily understand Your rights and obligations, We have written this Commercial 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). Where a word is defined in both the 'General definitions' and in the 'Special definitions', the 'Special definitions' meaning will take precedence for that policy only.

Words capitalised in headings do not have definitions.

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.

A reference to the singular includes the plural and vice versa, unless the context otherwise requires.

No warranty that this policy complies with Strata Titles Legislation requirements

Under the applicable Strata Titles Legislation, there are specific insurance requirements that a Strata Company must put in place. You must make Your own enquiries and confirm whether or not this insurance meets the requirements set out under the relevant Strata Titles Legislation. We do not warrant or represent that the cover provided under this insurance meets the insurance requirements under the Strata Titles Legislation.

Applying for insurance cover

You must apply to Us for insurance cover and meet Our relevant eligibility criteria before cover will be provided. It is also important You understand how We manage Your personal information which We tell You about in Our 'Privacy' information on pages 7 and 8.

Where We have agreed to issue You with insurance, 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)
- 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.

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.

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 page 5 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, including any discounts You may be eligible for, are subject to minimum premiums. We consider the minimum amount We are prepared to sell the policy for and may adjust Your premium to ensure it does not fall below the minimum amount. Any discounts will be applied to Your policy, only to the extent any minimum premium is not reached. This means that any discount You may be eligible for may be reduced. When We determine Your premium on renewal, We may also limit any increases or decreases in Your premium by considering factors such as Your previous year's premium amount.

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(ies). We show the amounts on the 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 amount which You contribute to any claim on a policy. The amount We must pay under the policy is reduced by the amount of the excess. You will only be required to pay an excess if it is mentioned in the policy You have taken out or shown on the Certificate of Insurance.

Where the excess for an event selected or imposed on the Certificate of Insurance is higher than the amount of excess mentioned in the policy for that same event, You will be required to pay that higher excess specified in the Certificate of Insurance.

You will only be required to pay one excess on claims You make under a number of the policies in this Commercial Strata 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.

We can collect the excess from you by:

- deducting it from what we pay you; or
- asking the repairer or supplier to collect it from you

If we request you pay the excess, we will tell you who to pay and may require the payment as part of the finalisation of the claim.

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.

Good and Services Tax (GST)

The amount of premium payable by You for the policies includes an amount on account of the GST on the premium. All amounts insured by the policies are in accordance with the advice You have given to Us regarding Your GST status and the GST status of items to be insured. We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or failure to disclose, Your proper input tax credit entitlement on the premium relating to the policies. In respect of Your policies with Us where You are registered for GST purposes, You should calculate Your proposed sums insured with reference to the GST status of each item of property to be insured.

Depending on the GST status of each item of property to be insured, the sums insured may or may not include a GST component. An amount for GST should only be included in the sum insured if the item of property to be insured is not used 100% for business use. All items of property used 100% for business use and for which You are or would be entitled to a full input tax credit should be insured on a GST exclusive basis.

This outline of the effect of the GST on Your policies is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to Your particular circumstances.

How GST affects claim payments

Where We insure Your property

If We arrange to replace, repair or reinstate an item which is the subject of a claim, We will pay the cost to replace, reinstate or repair the item inclusive of GST. However, We will not replace, reinstate or repair an item where the cost (inclusive of GST) to Us to do so will exceed the amount of the relevant sum insured or other limit of insurance cover in the policies that apply to the item.

If We settle Your claim by making a payment to You, or on Your behalf, Your GST status and the GST status of the property which is the subject of the claim, will determine the amount We pay. When You are:

- not registered for GST, the amount We pay is inclusive of any relevant GST component.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used 100% for business use and is property for which You are or would be entitled to a full input tax credit, the amount We pay is exclusive of any relevant GST component, including, but not limited to, any input tax credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.
- The maximum amount We pay is the sum insured or other limit of insurance cover exclusive of any relevant GST component.
- registered for GST and the property which is the subject of the claim is used 100% for personal use, the amount We pay is inclusive of any relevant GST component.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used for business and personal use, the amount We pay is inclusive of any relevant GST component with reference to the percentage of personal use and exclusive of any relevant GST component with reference to the percentage of business use of the item that is the subject of the claim.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive or exclusive of GST as the case may be.

You must advise Us of Your correct entitlement to an input tax credit on Your premium and the correct entitlement to an input tax credit on each item of property to be insured. Should the item of property which is the subject of the claim be used for both personal and business use, any amounts We pay will be determined in accordance with the percentage of personal and business use.

Any GST liability arising from Your incorrect advice is payable by You.

Where We insure Your liability to third parties

We pay up to the limit of indemnity shown on the Certificate of Insurance inclusive of GST.

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, You should take reasonable steps to keep a record or evidence of ownership, value and detailed description of any insured property in a safe place. This includes contracts of sale, valuations, receipts, credit card and bank statements, instruction manuals or photographs. Failure to take reasonable steps to keep a record or evidence of ownership, value and detailed description of insured property may result in a reduction or denial of Your claim. We also recommend You keep Your valuations up to date.

Changing the terms of any of Your policies

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 may cancel Your policies by notifying Us in writing within 30 days of You receiving the Certificate of Insurance that You wish 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 refund the premium You paid to Us.

You still have cancellation rights after this cooling-off period ends and these rights are set out below in 'When You can cancel'.

Financial Claims Scheme

Each of these policies may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

Information about the FCS can be obtained from <http://www.fcs.gov.au>.

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 *Insurance Contracts Act 1984 (Cth)*. 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.

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more-informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

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

Our commitment to You

We have adopted and support the Code and are committed to complying with it.

Please contact Us if You would like more information about the Code or the Code Governance Committee.

Our Complaints Handling Procedures

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

If You experience a problem or are not satisfied with Our products, Our services or a decision We have made, let Us know so We can help.

Contact your local representative, call us on 1300 934 934 or go to our website for more information: wfi.com.au.

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

If We are not able to resolve Your complaint when You contact Us or You would prefer not to contact the people who provided Your initial service, Our Customer Relations team can assist:

Free Call: 1800 045 517
Email: Customer.Relations@iag.com.au

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

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

Free Call: 1800 931 678
Email: info@afca.org.au
Mail: Australian Financial
Complaints Authority
GPO Box 3
Melbourne VIC 3001

Visit: www.afca.org.au

Further information about Our complaint and dispute resolution process is available by contacting Us.

Privacy

We are committed to meeting Our privacy obligations to You under the *Privacy Act 1988 (Cth)* ('the Act'). The Act provides for information to be collected, used, disclosed and held in accordance with the Australian Privacy Principles (APPs).

You agree that We may collect, use, disclose and hold Your personal information as set out below.

Collection

We collect information which is reasonably necessary to provide Our services for underwriting and administering Your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest You. Collection will only take place by lawful and fair means.

We collect information regarding You, other people, any risk to be insured, previous claims or losses, details of previous insurances and insurers, credit status and any matters relevant to the insurance to be provided. We collect personal information directly or indirectly by telephone, email, facsimile, online, post, external agencies and in Person from You or another Person or Persons.

If We collect information pursuant to a law, regulation, or court order then We will advise You of the law or the court order applicable.

If You fail to provide Us with personal information then this insurance may not meet Your needs.

At the time of collection or as soon as practicable thereafter We will notify You of or make sure You are aware of how to access information about Our identity, contact details, the purposes for which We collect the information, the consequences of not providing the information, how You can access and correct the information, that We will disclose the information overseas and the countries We will so disclose to.

Use and disclosure

We may disclose Your personal information to WFI related companies, Our agents, overseas service providers, other insurers, mailing houses and document service providers, financial institutions, insurance and claim reference agencies, credit agencies, loss assessors and adjusters, financial or investigative service providers, internal dispute resolution officers and dispute resolution providers such as the Australian Financial Complaints Authority. We use and disclose Your personal information for the purposes of providing insurance, administration of the policies, claims handling and dispute resolution.

We may also use or disclose Your personal information for a secondary purpose and You agree that We may so use it.

Indirect collection

When You provide information about other individuals You must make them aware of the disclosure and the use to which their personal information will be put. We will only collect personal information about an individual from that individual, unless it is unreasonable or impractical to do so.

Overseas recipients

If Your personal information is collected by or supplied to a foreign organisation We will ensure it will be held, used or disclosed only in accordance with the Act.

Marketing

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. You agree that We may so use Your personal information. However, You can opt out of receiving such communications by contacting Us.

Access and correction

You can seek access to Your personal information by contacting Us. You can require Us to correct the personal information if it is inaccurate, incomplete or out of date. We will respond to any such request within a reasonable time. We will provide You with access within a reasonable time in the manner requested, unless We are entitled to refuse to provide access. If We decline to provide You with access We will provide You with the reasons for Our refusal and how You may access Our internal dispute resolution (IDR) process. If We correct information We will inform You. If We refuse to amend information We will provide You with Our reasons for the refusal and details of how to access Our IDR process.

Privacy policy

For further information, read Our brochure 'Privacy', or visit Our website at www.wfi.com.au. Our privacy policy is available free of charge from Our website or You can contact Us for a free copy. We will take such steps as are reasonable to provide a copy of Our privacy policy in a form that You request.

Complaints

Our privacy policy provides information about how You can complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how We will deal with Your complaint.

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 *Corporations Act 2001 (Cth)* and any other documents We tell You are included, make up Our PDS. Where required and where permitted to by law We may need to update this PDS from time to time. 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. You can obtain a paper copy of any updated change without charge by contacting Us. 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.

Terrorism Insurance Act 2003 (Cth)

The policies exclude cover for losses as a result of an Act of Terrorism.

In the event that Damage to Property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then You may be afforded protection within the limits of indemnity of the policies by virtue of the *Terrorism Insurance Act 2003 (Cth)*. The operation of this Act may also serve to reduce the settlement of Your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the *Terrorism Insurance Act 2003 (Cth)* can be obtained at www.arpc.gov.au.

General conditions

applying to all policies

What You must do when You have a policy

You must:

- keep all insured property in good condition
- take reasonable steps to comply with all relevant legislation and the requirements of government and statutory authorities
- comply with all relevant Australian Standards published by Standards Australia Limited
- 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 as soon as reasonably possible:
 - 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. When We receive a notification of change, We may decide to either communicate to You an adjustment to the premium or terms of the policy or cancel Your policy in accordance with the provisions of the Insurance Contracts Act 1984. If You do not provide such notification before the happening of an event giving rise to a claim under this policy then, subject to the Insurance Contracts Act, 1984, We may refuse to pay a claim, either in whole or in part. The course of action We take when You fail to provide such notification will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your policy
 - 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:

- take reasonable steps to limit loss, damage or injury and to prevent further loss, damage or injury resulting from the event
- as soon as reasonably possible, tell the police if a criminal act might have caused the loss, damage or injury
- as soon as reasonably possible, tell Us about the claim or the event and send Us written details
- as soon as reasonably possible, send Us any correspondence You receive about the claim or the event
- give Us all relevant information and help We may need in handling the claim. We will only request information relevant to handling Your claim and will explain why the information, documents and help is required.

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, provided that it is reasonable and safe to do so
- 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
- 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 under this policy for loss, damage or liability, or refuse to indemnify You, if You enter, or have entered (even before this contract of insurance) into an agreement, release or undertaking which excludes or limits Our right to recover damages from any third party who would otherwise have been liable to compensate You with respect to such loss, damage or liability.

If You do not do what You are obliged to do under Your policy and such failure to comply with Your policy contributes to the loss, damage or liability, unless such agreement, release, or undertaking has been allowed in this policy or by specific mention in Your Certificate of Insurance.

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.

The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on the impact or effect Your failure to meet your responsibilities caused or contributed to the claim and Our decision to issue this policy.

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.

None of the policies in this Plan insure against:

1 asbestos

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

2 consequential loss

- consequential loss of any kind or description whatsoever. This means We will not pay for any direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation.

This exclusion does not apply to:

- the Voluntary workers accident only, the Legal liability and Strata council members legal liability policies in this Plan; and
- the extent that an additional or optional benefit in a policy in this Plan expressly extends to cover consequential loss.

3 deliberate acts

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

4 cyber, data

- any loss, Damage to Property, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - any Cyber Act, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act;
 - any Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Incident, unless any Damage to Property insured and any Time Element Loss are the direct result of a Cyber Incident, which has not been directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act, and such Damage to Property is directly caused by the following perils if otherwise covered under the policy:
 - theft, burglary or forcible entry;
 - Storm, windstorm, hail, tornado, cyclone, hurricane;

- fire, lightning or explosion;
- earthquake, volcanic eruption or tsunami;
- Flood, freeze or weight of snow;
- aircraft impact or vehicle impact or falling objects;
- water damage;
- a change in temperature affecting refrigerated goods; or
- machinery or electronic Breakdown, including Collapse or Explosion of pressure equipment; or
- any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

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

This exclusion does not apply to Fidelity guarantee policy, Legal liability policy or Strata council members legal liability policy.

5 punitive, exemplary or aggravated damages, fines or civil penalties

- any punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages awarded against You or Your family or any fines or civil penalties imposed on You or Your family. Your family means family who normally lives with a Unit Owner at their Unit, including a legal or de facto spouse and any member of their family who normally lives with them at the Unit.

6 radioactive contamination

- 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:
 - a nuclear reactor or power station; or
 - radioactive contamination; or
 - nuclear reaction, radiation or fission; or
 - the production, processing, handling, storage, transport, disposal or use of nuclear fuel, energy, material or waste or of any buildings, plant or equipment relating to it.

7 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.

8 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, invasion, acts of a foreign enemy, hostilities or war-like operations (whether war is declared or not); or
 - civil war, rebellion, mutiny, civil disturbance or commotion assuming the proportions of or amounting to an uprising, military rising, military or usurped power, insurrection, rebellion or revolution; or
 - nationalisation, confiscation, damage, destruction or requisition of property by or under the order of a government or statutory authority.

9 communicable diseases

- any actual or alleged loss, Damage to Property, liability, claim, cost, expense or any other amounts of whatsoever nature directly or indirectly caused by, arising from, contributed to by, resulting from, or otherwise in connection with:
 - disease;
 - a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease;
 - any Time Element Loss that is directly caused by any competent public authority closing or evacuating Your property insured as a result of the outbreak and presence of any of the following human diseases at Your property insured, to the extent that such Time Element Loss is covered under the policy:
 - any disease determined to be a ‘listed human disease’ under, or any disease in respect of which a ‘biosecurity emergency’ or ‘human biosecurity emergency’ is declared under, the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
 - any disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC);
 - Highly Pathogenic Avian Influenza (HPAI) in humans; or
 - influenza with pandemic or epidemic potential; or

- any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for such diseases, conditions or circumstances described in this exclusion.

Provided that this exclusion will not apply to Damage to Property insured under the Building and common contents policy and any loss of rent payable under Additional benefit ‘16 Loss of rent’ under the Building and common contents policy, as a consequence of Damage to Property covered under the Building and common contents policy, caused by the following perils if covered under the policy:

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

This exclusion does not apply to the Legal liability policy or Strata council members legal liability policy.

10 pandemic and epidemic

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

This exclusion only applies to the Legal liability policy and Strata council members legal liability policy.

11 cyber

- any liability arising out of Damage to Property, defamation, humiliation, shock, fright, mental anguish, mental injury or breach of privacy directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- any liability directly or indirectly caused by, contributed to by, or as a consequence of Electronic Data Loss caused by a Cyber Act; or
- any liability directly or indirectly caused by, contributed to by, or as a consequence of an act, error or omission by or on Your behalf in controlling, preventing, suppressing, retaliating against, or responding to a Cyber Act or Electronic Data Loss caused by a Cyber Act.

However, this exclusion does not apply to claims for:

- Personal Injury, excluding mental anguish or mental injury; or
- Damage to Property, excluding Electronic Data, directly caused by a Cyber Act.

This exclusion only applies to the Legal liability policy and Strata council members legal liability policy.

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

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

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

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

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

Sanctions

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

General definitions

applying to words We use in this Plan

WORDS OR TERM	DEFINITION
Accident	<p>means a sudden, unexpected and unintended event which:</p> <ul style="list-style-type: none"> You did not intend or expect; and a reasonable person in Your position and with Your knowledge and experience would not have expected. <p>'Accidental' and 'Accidentally' have corresponding meanings.</p>
Act of Terrorism	<p>means an act, including but not limited to the use or threat of force or violence by any Person or group(s) of Persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is committed for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.</p>
Breakdown	<p>means physical damage to a machine which requires repair to enable continued use.</p>
Business	<p>means the business of the Strata Company as a Strata Company.</p>
Certificate of Insurance	<p>means the most recent Certificate of Insurance We gave You which contains the specific insurance details for You.</p>
Collapse	<p>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.</p>
Computer Equipment	<p>means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility, owned or operated by You or any other party.</p>
Communicable Disease	<p>means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ul style="list-style-type: none"> the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
Cyber Act	<p>means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer Equipment.</p> <p>To the extent that Damage to Property insured under the policy and any Time Element Loss directly resulting therefrom is directly occasioned by theft, burglary or forcible entry involving the use or operation of any Computer Equipment to facilitate any physical entry or exit, such use or operation shall not be considered as a Cyber Act.</p>

WORDS OR TERM	DEFINITION
Cyber Incident	means: <ul style="list-style-type: none"> any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer Equipment; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer Equipment.
Damage to Property	means physical loss of or physical damage to property.
Data	means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by Computer Equipment.
Data Processing Media	means any Property insured by this policy on which Data can be stored but not the Data itself.
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 covering of normally dry land by water that has escaped or been released from the normal confines of: <ul style="list-style-type: none"> any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or any reservoir, canal, or dam.
Location	means the Location of the Strata Land shown on the Certificate of Insurance.
Period of Insurance	means the period shown as the 'Period of Insurance' on Your Certificate of Insurance.
Person	means a natural person, firm, company, partnership, incorporated association, incorporated body or statutory body.
Personal Injury	means bodily injury (including death and illness), disability, shock, mental anguish, mental injury or loss of consortium.
Plan	means this Commercial Strata Plan.
Storm	means violent wind or thunderstorm (including a tornado or cyclone), hail, rain or snow.
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.
Time Element Loss	means business interruption, contingent business interruption or any other consequential losses insured under this policy.
Unit	means a unit or lot shown on the Strata Plan.
Unit Owner	means the legal or beneficial owner of a Unit.
We, Us, Our and WFI	means Insurance Australia Limited trading as WFI.
You	where used in, or in relation to, a policy in this Plan, means 'You' as defined in that policy. 'Your' and 'Yourself' have corresponding meanings.

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 pages 9 and 10 and the General exclusions on pages 11 and 14 apply to this policy. The General definitions on pages 15 and 16 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 sum insured shown for 'Building' on the Certificate of Insurance
- Accidental damage to Common Contents occurring at the Strata Land during the Period of Insurance for up to the sum insured shown for 'Common Contents – Accidental damage only' on the Certificate of Insurance
- 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 – burglary or theft only' on the Certificate of Insurance.

What is not insured

Your policy does not insure You against:

1 damage directly caused by:

- 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 fully enclosed and roofed when the loss or damage occurred; or
 - * in the open air.

- earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the loss or damage was directly caused by one or more of the following:

- a) earthquake; or
- b) water overflowing, leaking or bursting from a fixed pipe or fixed system and that loss or damage occurs within 72 hours of such overflowing, leaking or bursting.

In respect of (b) above We only pay up to \$10,000 for any one claim.

- vandalism by anyone occupying a Unit.

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

- Flood
- wear, tear, fading, rust, corrosion, oxidation, gradual deterioration, exposure to light or darkness
- steam or condensation
- a structural fault, faulty design or faulty workmanship or materials where You were responsible for the fault or You knew or reasonably ought to have known about the fault and failed to have it fixed
- incorrect siting of the Building
- lack of maintenance
- the invasion of plant or tree roots (except for water damage resulting from that invasion)
- moths, insects, birds or vermin
- contamination, evaporation or pollution
- smut or smoke from industrial operations
- mildew or mould or wet or dry rot, unless directly caused by water overflowing, leaking or bursting from a fixed pipe or fixed system, or Storm
- 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.

3 damage to:

- a Building if directly caused by an alteration or addition to the Building which is in progress if the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for the erection, alteration or addition exceeds \$50,000
- a Building being erected, altered or added to, unless the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for the erection, alteration or addition is \$50,000 or less and when the damage occurs, the work on the erection, alteration or addition has been in progress for less than 3 months and the damage is directly caused by:
 - Storm (but not by rain, hail or snow accompanying the Storm); or
 - fire, explosion, lightning earthquake, riot, civil commotion or impact by a vehicle, aircraft or aerial device.
- a Building that is vacant and undergoing demolition
- 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
- or directly caused by hazardous goods
- or loss of electronic data processing media and information, software or computer applications.

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, cisterns and stovetops), chipping (other than chipping of a stove top), 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 26.

- wear, tear, fading, rust, corrosion or oxidation
- mildew or mould or wet or dry rot, unless directly caused by Storm or water overflowing, leaking or bursting from a fixed pipe or fixed system, or Storm
- recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

5 Breakdown of a machine or Collapse of a boiler, Economiser or pressure vessel (or the 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 23.

- 6 demolition or removal of property ordered by a government or statutory authority as a consequence of Your failure or the failure of an Employee or Your agent to comply with any lawful requirement.
- 7 burglary or theft by an Employee, a Unit Owner 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 the breakage of an item which is already damaged.

11 damage directly or indirectly caused by or arising out of or in connection with germs, virus, bacteria, or other contagion.

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

We only pay up to the sum insured shown on the Certificate of Insurance for 'Building', whether the Building is destroyed or is partly damaged.

We replace, reinstate or repair the part of the Building that is damaged or stolen 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. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

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 destroyed, but a government or statutory authority either 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 destroyed. 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. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

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 the greater of \$500 for each item or the sum shown on the Certificate of Insurance for that item.

The sum insured for an item of Common Contents shown 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 1–15 are in addition to the sum insured shown for the Building on the Certificate of Insurance.

1 Arson reward

If We pay or have agreed to pay a claim for fire damage to the Building or any part of it, We will pay in total a reward of up to the greater of \$5,000 or the amount shown on the Certificate of Insurance, for information which leads to a conviction for the fire damage.

2 Cash

We pay up to the greater of \$5,000 or the amount shown on the Certificate of Insurance, for all loss or destruction of cash 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.

3 Damage to safe or strongroom

If We pay or have agreed to pay a claim for burglary or theft, We will pay up to the greater of \$500 or the amount shown on the Certificate of Insurance, for the cost of repairing any damage to a safe or strongroom in the Building caused by the burglary or theft.

4 Demolition and removal of debris

If We pay or have agreed to pay a claim for damage to the Building, We will pay up to the greater of \$100,000 or the amount shown on the Certificate of Insurance for 'Demolition and removal of debris', 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 as a consequence of the damage to the Building. We pay up to this amount for all costs arising out of the one event or series of events.

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 the greater of \$5,000 or the amount shown on the Certificate of Insurance, toward the costs You reasonably incur to investigate the cause of damage or likely damage and to repair any damage caused by the investigation.

6 Fallen trees

If We pay or have agreed to pay a claim for damage to the Building or Common Contents by falling trees, We will pay up to the greater of \$5,000 or the amount shown on the Certificate of Insurance, for the removal and disposal of the fallen trees.

7 Fees of architects, surveyors and other professionals

If We pay or have agreed to pay a claim for damage to the Building, We will pay up to the greater of \$50,000 or the amount shown on the Certificate of Insurance, for fees of architects, surveyors and other professionals reasonably incurred by You as a consequence of that damage, as long as the fees are incurred with Our prior written consent (which consent shall not be unreasonably withheld).

8 Fire containment

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

9 Landscaping

We pay up to the greater of \$5,000 or the amount shown on the Certificate of Insurance, for 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 at the Strata Land during the Period of Insurance.

10 Property of third parties

Your policy is extended to cover Accidental damage to or burglary or theft of the property of a third party (excluding cash or a negotiable instrument) 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 will indemnify the third party for up to the greater of \$5,000 or the amount shown on the Certificate of Insurance, for all claims arising out of the one event or series of events.

11 Replacement keys and locks

If We have paid or agreed to pay a claim for burglary or theft, We pay up to the greater of \$5,000 or the amount shown on the Certificate of Insurance towards the costs You reasonably incur to:

- replace keys and locks where a key was stolen; or
- recode alarms where the alarm system was breached during the burglary or theft.

12 Replacement title deeds

If We pay or have agreed to pay a claim for damage to the Building or Common Contents, We pay up to the greater of \$5,000 or the amount shown on the Certificate of Insurance, towards the reasonable cost You incur 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.

13 Restoration of records

If We pay or have agreed to pay a claim for damage to the Building or Common Contents, We pay up to the greater of \$5,000 or the amount shown on the Certificate of Insurance, towards the reasonable cost You incur collating business information and restoring business records which were damaged or destroyed in the course of the damage to the Building or Common Contents.

14 Temporary shuttering

If We pay or have agreed to pay a claim for damage to the Building, We pay up to the greater of \$5,000 or the amount shown on the Certificate of Insurance, towards the reasonable cost You incur as a consequence of that damage for temporary shuttering, boarding up or other protection or emergency measures necessary for securing the Building and Common Contents.

15 Tinting, frames and wiring

If We pay or have agreed to pay a claim for damage to the Building, We pay up to the greater of \$5,000 or the amount shown on the Certificate of Insurance, towards the costs You reasonably incur as a consequence of that damage for repairing or replacing tinting, alarm tape, alarm wiring, window frames, show case frames, signwriting, ornamentation, sandblasting or embossing.

The following additional benefits 16–18 are in addition to the sum insured shown for the Building on the Certificate of Insurance. However, the combined total amount We will pay for additional benefits 16–18 arising out of all claims in any one Period of Insurance, is limited to the greater of \$100,000 or the amount shown on the Certificate of Insurance.

16 Loss of rent

If We pay or have agreed to pay a claim for damage to the Building, We will pay for a Unit Owner's loss of rent if the Unit Owner's unit is occupied by a tenant and it is uninhabitable or cannot be accessed by that tenant, because of that 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 inhabitable and accessible.

17 Temporary and emergency premises

If We pay or have agreed to pay a claim for damage to the Building, We pay the reasonable costs for a Unit Owner who occupies a Unit to occupy other similar premises in the same or a nearby location while that Unit is uninhabitable or cannot be accessed because of the damage to the Building.

We will stop paying for the cost of temporary or emergency premises once We replace, reinstate or repair the damage to the Building, or pay You to do so or the Unit becomes inhabitable and accessible.

18 Removal and storage of a Unit Owner's contents

If We pay or have agreed to pay a claim for damage to the Building, We pay for the reasonable costs of removing and storing the contents of a Unit Owner, while their Unit is uninhabitable because of that damage and of returning the contents when the Unit becomes inhabitable again.

The following additional benefits 19–20 are included in the sum insured shown for the Building on the Certificate of Insurance.

19 Compensation for reduced floor space

If We pay or have 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 cost of full replacement or reinstatement at the time of damage.

20 Costs connected with rebuilding

If We pay or have agreed to pay a claim for the repair or reinstatement of the Building or pay You the reasonable costs to do so, We will pay for any extra costs for You 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 sums insured for the Building and Common Contents to account for a percentage increase in the 'Australian Bureau of Statistics June Quarter Consumer Price Index (Key figures: weighted average of eight capital cities all groups June Quarter to June Quarter percentage change)'.
We will base the renewal premium on the increased sum insured.

Excess

There is an excess of \$1,000 on every claim directly or indirectly caused by or arising out of or in connection with malicious damage, vandalism or graffiti solely to an unoccupied Unit or Units.

For damage by earthquake, subterranean fire or volcanic eruption, there is an excess for all claims arising during any one 72 hour period of \$20,000 or 1% of the total sum insured for the Building and for Common Contents (whichever is less).

You will also be required to bear any excess specified on the Certificate of Insurance for each and every loss or series of losses caused by or arising out of the specified event.

Special condition

Reinstatement of sum insured

If We pay a claim for:

- partial loss – We reinstate the sum insured unless We told You when We accepted the claim that the sum insured would only be reinstated if You paid the additional premium and accepted any additional conditions We required
- 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

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

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

- includes:
 - outbuildings and structural improvements, including swimming pools, spas and saunas
 - 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, 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

- 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.

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
- excludes everything the Strata Titles Legislation describes as being excluded from the meaning of Common Property for the purposes of the Strata Titles Legislation.

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

You means the Strata Company.

Machinery breakdown policy

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

The General conditions on pages 9 and 10 and the General exclusions on pages 11 and 14 apply to this policy. The General definitions on pages 15 and 16 apply to words used in this policy.

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Special definitions of words used in this policy	25

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
 - altering, adding to, improving, overhauling or carrying out of a non-essential repair
 - retrofitting a Machine installation to accept alternative refrigerants
 - disposing of any refrigerant
 - 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 and that operation caused or contributed to the loss, or damage
 - the initial set up, installation or erection of a Machine
 - fire, smoke, soot or extinguishment of fire
 - impact by vehicle, animal or aircraft
 - subterranean fire or volcanic eruption
 - earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the loss or damage is directly caused by:
 - (a) earthquake; or
 - (b) water overflowing, leaking or bursting from a fixed pipe or fixed system and that loss or damage occurs within 72 hours of such overflowing, leaking or bursting
- In respect of (b) above We only pay up to \$10,000 for any one claim.
- 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:

- 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
- 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

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

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.

You means the Strata Company.

Electronic equipment policy

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

The General conditions on pages 9 and 10 and the General exclusions on pages 11 and 14 apply to this policy. The General definitions on pages 15 and 16 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 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, from a securely locked vehicle, building or room 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 28 'What is not insured under sections 1 and 2 of this 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,

up to the sum insured shown on the Certificate of Insurance for the item of electronic equipment.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

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 electronics equipment.

Unoccupied building

This policy does not provide any insurance if the insured equipment is stolen from or Accidentally damaged in a building which is unoccupied and has been so unoccupied for at least 90 consecutive days before the loss or damage unless:

- You tell Us before the 90 days begin and We agree to continue to insure the equipment while it is in the building; and
- You ensure that all of the building's gates, doors and windows are left securely locked.

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 physical loss of or physical 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 in Australia
- anywhere in Australia where the computer, word processor or typesetting computer is temporarily located 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 fully enclosed and roofed building or vehicle when the loss or damage occurred.**
- 2 directly caused by earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the loss or damage is directly caused by:**
 - (a) earthquake; or
 - (b) water overflowing, leaking or bursting from a fixed pipe or fixed system and that loss or damage occurs within 72 hours of such overflowing, leaking or bursting

In respect of (b) above We only pay up to \$10,000 for any one claim.

- 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

The definitions below apply only to this policy and overrides all other definitions including the 'General definitions applying to words We use in this Plan'.

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.

You means the Strata Company.

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 pages 9 and 10 and the General exclusions on pages 11 and 14 apply to this policy. The General definitions on pages 15 and 16 apply to words used in this policy.

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

- 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.

- 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;

What You are insured against

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

- occurred whilst You were performing Voluntary Work; and
- occurred in Australia during the Period of Insurance; and

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

- 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
 - intentional or attempted self injury or suicide; or
 - a sexually transmissible disease; or
 - asbestos

What We pay

We pay the compensation set out in the table on this page and on the next page if You die (item 1) or suffer a total loss of the effective use of any of items 2–23 in the table on this page and on the next page directly caused by the insured Accident. The compensation is the percentage of the 'Capital benefit' shown on the Certificate of Insurance.

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 of 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%

DEATH OR INJURY DIRECTLY CAUSED BY THE INSURED ACCIDENT			COMPENSATION % of capital benefit
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	the lesser of: <ul style="list-style-type: none"> 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	the lesser of: <ul style="list-style-type: none"> 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' shown on the Certificate of Insurance to any Voluntary Worker in relation to any one Accident.

The following applies in relation to payments under items 25 and 26:

- We do not pay a benefit for more than one of items 25 and 26 at the one time; and
- We do not pay a benefit for more than the number of weeks shown as the 'Compensation period' on the Certificate of Insurance; and
- All compensation will be paid fortnightly in arrears; and
- Compensation paid for a period of less than one week will be paid at a rate of 1/7th of the applicable percentage of the 'Weekly benefit' shown on the Certificate of Insurance for each day; and
- We do not pay a benefit when You are on unpaid leave or maternity leave; and

- Any benefits paid for item 25 will cease when the total inability or partial inability to attend to Your usual profession, business or occupation ceases; and
- Any benefits paid for item 26 will cease when the total inability or partial inability to perform Your usual domestic duties ceases; and
- Any payments will cease on the date You die; and
- Any payments will cease on the date You retire.

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

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

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 person whilst he or she is performing Voluntary Work.

You means a Voluntary Worker, as if each Voluntary Worker had his or her own policy.

Fidelity guarantee policy

You only have this policy if the risk 'Fidelity guarantee' is shown on the Certificate of Insurance.

The General conditions on pages 9 and 10 and the General exclusions on pages 11 and 14 apply to this policy. The General definitions on pages 15 and 16 apply to words used in this policy.

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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, cash or negotiable instruments belonging to You or received or collected by You, due to 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 prosecuted for the fraud or the evidence provided by You reasonably demonstrates that the fraud has been so committed.

What is not insured

Your 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 dependent upon a profit and loss computation or comparison or a comparison of book inventory with physical count. In the event of a loss You will be required to provide relevant evidence to substantiate Your claim. If You are unable to provide the requested evidence, this may result in a reduction or denial of Your claim.

What We pay

We pay the:

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

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

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

You means the Strata Company.

Legal liability policy

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

The General conditions on pages 9 and 10 and the General exclusions on pages 11 and 14 apply to this policy. The General definitions on pages 15 and 16 apply to words used in this policy.

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Discharge of liabilities	38
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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, Hovercraft

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:
 - the ownership, maintenance, operation, or use by You of any Aircraft or Hovercraft;
 - Your ownership, occupation or control of a property, building, or structure normally used as a landing area or in or on which aircraft are housed, maintained or operated, unless the liability does not directly arise out of such use.

3 Aircraft products

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with any:
 - products which You knew or had reasonable cause to believe would be or is intended for incorporation into any critical part, the structure, machinery or controls of any Aircraft; or
 - component parts intended to perform a functional or structural role in the safe operation or stability of any Aircraft.

4 compulsory and other insurance

- if You are required by law to be insured against that liability.

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
 - construction, erection, alterations or additions, repairs, maintenance, or demolition to or of buildings not owned or occupied by You or carried out by You if the total value of each contract inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract exceeds \$1,000,000 inclusive of materials, and all taxes including GST.

However this exclusion does not apply if:

- * You notify Us of the contract prior to works under the contract commencing; and
- * We agree not to apply this exclusion; and
- * you pay any additional premium and accept any additional conditions We require.

- vibration, tunnelling, underpinning or the removal or weakening of or interference with the support of land, property or a building or structure.

- for any loss or damage to underground services or underground property unless, when the 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:
 - an infectious disease which is defined as Highly Pathogenic Avian Influenza or any strain or mutant variation of it; or
 - a disease declared to be a 'quarantinable disease' under the *Quarantine Act 1908 (Cth)* and subsequent amendments or any 'listed human disease' under the *Biosecurity Act 2015 (Cth)* including any subsequent amendments or replacement thereof or any equivalent legislation; or
 - Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD).

8 directors and officers

- arising directly out of Your position as a director or officer of a company.

9 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 marina, wharf, jetty, dock, pontoon or similar facility and whether fixed or floating.

10 genetically modified organism

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of a genetically modified organism.

11 lack of performance

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

12 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; or
 - is neither reasonably expected or intended by You; or
- 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.

13 product defects or product recall

- for the cost to:
 - investigate the cause of a fault of a product You sold or supplied; or
 - trace, recall, repair, replace or refund the purchase price of, a product You sold or supplied.

14 professional duty

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of a breach of duty owed in a professional capacity by You, by an Employee or by anyone else for whom You might be held legally liable.

15 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 38.

16 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.

17 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.

18 vehicles and Watercraft

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the ownership, maintenance, operation or use of any Watercraft exceeding 8 metres in length; or
- for Personal Injury directly or indirectly caused by or arising out of:
 - a critical component of a vehicle being structural, driving equipment, wheel frame, brakes, steering equipment or tyres; or

- a registered vehicle if You were at the time of the Occurrence required by law to be compulsorily insured against that liability or that liability is covered by any statutory scheme; or

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of a vehicle owned by You or in Your physical or legal control, if at the time of the Occurrence:
 - the vehicle was not registered when the law required it to be registered
 - the vehicle was carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law and that caused or contributed to the Personal Injury or Damage to Property
 - the vehicle was unsafe or not roadworthy and that condition caused or contributed to the Personal Injury or Damage to Property
 - the vehicle was being driven, towed, operated by, or in the charge of a person:
 - * without a licence or ticket required by law
 - * who did not comply with all of the terms and conditions of their licence
 - * 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 subsequently 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, did not comply with all of the terms and conditions of their licence, or was affected by alcohol or a drug.

19 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.

Aggregate limit per Occurrence

All events and all events of a related series of events consequent upon or attributable to one source or original cause will be regarded as one Occurrence.

Limit of Indemnity for property in Your physical or legal control

We only pay up to the greater of \$250,000 or the sum insured shown on the Certificate of Insurance for 'Property in Your physical or legal control' 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.

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

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

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

Aircraft means any craft or object designed to travel through air or space, other than model aircraft.

Hovercraft means any vessel, craft or device made or intended to float on, or in, or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

Limit of Indemnity means the amount shown on the Certificate of Insurance as the 'Limit of Indemnity' for this policy.

Occurrence means an event including continuous or repeated exposure to substantially the same general conditions which:

- You did not intend or expect; and
- a reasonable person in Your position and with Your knowledge and experience would not have expected.

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 any form of fee, benefit, reward, salary, wage, payment, honorarium, or any type of remuneration whatsoever.

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

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

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.

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 pages 9 and 10 and the General exclusions on pages 11 and 14 apply to this policy. The General definitions on pages 15 and 16 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.

This policy only provides cover for a Claim first made on You during the Period of Insurance. However, if You give written notice to Us during the Period of Insurance of facts that might give rise to a Claim, You may have rights under section 40(3) of the *Insurance Contracts Act 1984 (Cth)*, to be indemnified in respect of a Claim arising from those facts even if the Claim was first made on You after the Period of Insurance.

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

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:
 - an infectious disease which is defined as Highly Pathogenic Avian Influenza or any strain or mutant variation of it; or
 - a disease declared to be a ‘quarantinable disease’ under the *Quarantine Act 1908 (Cth)* and subsequent amendments or any ‘listed human disease’ under the *Biosecurity Act 2015 (Cth)* including any subsequent amendments or replacement thereof or any equivalent legislation; or
 - Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD).

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 42.

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 neither reasonably expected nor 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 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.

13 compulsory insurance

- for which You are required by law to be compulsorily insured against that liability.

Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

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 in defending any 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.

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.

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 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 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 in total for all Claims first made on You:

- during the Period of Insurance; and
- after the Period of Insurance that are covered by this policy as a result of the application of section 40 (3) of the *Insurance Contracts Act 1984 (Cth)*.

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 reasonably 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 a dishonest, fraudulent or criminal act or omission of that other Strata Council Member.

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Contact Us

Call **1300 934 934** for your local office.
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