

# COMMERCIAL STRATA

Product Disclosure Statement  
Policy Wording

*Prestige*



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# IMPORTANT INFORMATION

## PRODUCT DISCLOSURE STATEMENT

### WHAT IS THE PURPOSE OF THIS PRODUCT DISCLOSURE STATEMENT (PDS)

This document (which is Our product disclosure statement and policy wording) contains important information to help You understand this Commercial Strata Insurance. Before You decide whether to purchase it, You need to read this document carefully to understand its features, benefits and risks.

To determine if this insurance is appropriate for You, it is important that You read:

- This introduction and the Important Information section – these contain information on some important matters You need to be aware of before applying for this insurance.
- The general provisions – it sets out:
  - > General definitions—what We mean by certain defined terms in the policy
  - > General exclusions—what We do not cover for all cover sections,
  - > General conditions—additional terms and conditions that apply to all cover sections.
  - > The cover sections—each sets out the cover provided by the section and any specific definitions, exclusions and conditions that apply. The Policy Schedule will indicate which cover sections apply to You.
- Any other documents We provide to You about the insurance which set out details relevant to You and may change the standard cover.

### WHO IS THE INSURER?

The insurer of the policy is Ansvr Insurance Limited, ABN 21007 216 506 (Ansvr Insurance). The registered office of Ansvr Insurance is Level 5, 1 Southbank Boulevard, Southbank, Victoria 3006. The Ansvr Insurance Australian Financial Services Licence (AFSL) number is 237826.

In this document unless otherwise stated, the insurer is called “We”, “Us”, “Our” and/or “Ansvr Insurance”. For further information visit their website at [www.ansvar.com.au](http://www.ansvar.com.au).

### WHO IS CSI?

Complete Strata Insurance Underwriting Pty Ltd, ABN is 91 143 415 070 (CSI) is acting under the authority of Ansvr Insurance in arranging this product. CSI has the authority to market, underwrite, and administer this product on behalf of Ansvr Insurance. CSI's AFSL Number is 379787. CSI can be contacted by writing to them at PO Box 178, Chatswood NSW 2057, by telephoning +61 (2) 9419 2777 or visiting their website [www.csiuw.com.au](http://www.csiuw.com.au).

### IMPORTANT INFORMATION ABOUT CSI'S ADVICE

Any advice CSI gives about this policy does not take into account any of Your particular objectives, financial situation or needs. For this reason, before You act on CSI's advice, You should consider the appropriateness of the advice taking into account Your own objectives, financial and needs. Before You make any decisions about whether to acquire this policy We recommend You should read this policy.

Our employees are paid an annual salary based on performance criteria (including sales performance) and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to You unless they tell You otherwise.

### WHO IS THE INSURED?

The entity or entities insured by this policy are identified by name and or number set out in the Policy Schedule. In this policy the insured is called “You” or “Your”.

### COOLING OFF PERIOD

You have the right to cancel and return this policy or cover section of the policy by notifying Us in writing within 30 days of the date it was issued to You (“cooling off period”), unless You make or are entitled to make a claim under the policy within the cooling off period. If You cancel it in this time, We will return the amount You have paid.

In addition, If You varied Your policy and added a cover section, You have the right to cancel that cover section within 30 days of the date it was added by notifying Us in writing (“additional cooling off period”) unless You make a claim or are entitled to make a claim under that cover section within the additional cooling off period. If it is cancelled in this time, We will return the amount You have paid for that section.

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## DUTY OF DISCLOSURE

Before You enter into a contract of general insurance with Us, You have a duty, under the Insurance Contracts Act 1984 (Cth), to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

It includes matters We specifically ask about when You apply for a policy, or renew, or alter Your policy, and any other matters which might affect whether We insure You and on what terms.

The information You tell Us can affect:

- the amount of Your premium and Your Excess;
- if We will insure You;
- if special conditions will apply to Your policy.

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of Our business, ought to know;
- in respect of which We have waived Your duty.

If You fail to comply with Your duty of disclosure We may be entitled to reduce Our liability under the policy in respect of a claim, or, may cancel the policy. If Your non-disclosure is fraudulent, We may also have the option of avoiding the policy from its beginning.

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## THE GOODS AND SERVICES TAX (GST) AND YOUR INSURANCE

GST refers to the goods and services tax which is the subject of A New Tax System (Goods and Services Tax) Act 1999 (Cth).

The premium on this policy includes an amount for GST and if We pay a claim Your GST status may determine the amount to be paid on the claim.

You must advise Us if You are registered, or required to be registered, for GST purposes, and You must when requested tell Us what Your entitlement to Input Tax Credits (ITCs) is for Your insurance premium.

When determining the amount to be paid for a claim under this policy, any payment or supply We make to You for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for Your claim will be calculated on the GST inclusive cost of Your claim. In calculating such payment, We are entitled to reduce it by any ITC to which You are, or would be, entitled:

- for the acquisition of such goods, services or other supply; or
- if the payment had been used to acquire such goods, services or other supply.

However, the total of all payments We make will not exceed the Sum Insured, limit or sub limit of liability, or other monetary limitation imposed or created by the policy.

The Sum(s) Insured, limits and/or sub limits of liability, or any other monetary limitations are inclusive of any taxes, levies, duties or charges that the payment would be affected by or subject to.

If You make a claim and We are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because You have not provided Your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this policy (even though You have not received the withheld amount).

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## PRIVACY STATEMENT

Ansvar Insurance places the highest priority on providing prompt, efficient and friendly service including the protection of Your privacy.

We collect Your personal information to provide You with insurance products. The information We collect is used to assist Us to provide You with Our general insurance products, to manage Our relationship with You and to assess and process claims. We will not be able to supply You Our policy if You do not provide Us with Your personal information. The information is generally collected from you when You are applying for or enquiring about Our insurance products or when making a claim.

At times We rely on third party suppliers (agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform specialised activities for Us. Your personal information may be provided to them so that they can carry out their agreed activities.

They are bound by confidentiality and non-disclosure agreements and are prohibited from using the information for any other purpose.

These service providers are aware of their obligations under the Privacy Act and the General Insurance Code of Practice.

Our Privacy Policy includes further information about how We handle Your personal information including how You can access and correct Your information or make a privacy related complaint. For more information please visit Our website: [www.ansvar.com.au](http://www.ansvar.com.au) or You can contact one of Our offices.

## THE GENERAL INSURANCE CODE OF PRACTICE

As a signatory to the General Insurance Code of Practice We are committed to raising standards of service to Our customers. This voluntary code sets out the minimum standards We will uphold in the services We provide to You.

## MAKING A COMPLAINT

Ansvar Insurance places the highest priority on providing prompt, efficient and friendly service including protecting Your privacy.

If You have a complaint concerning the financial product or services provided to You please tell CSI who provided Your initial service. CSI will try their best to resolve Your complaint as soon as possible, usually within 24 hours.

- phone CSI +61 2 9419 2777
- fax CSI on +61 2 9419 7877
- write to CSI at PO Box 178, Chatswood NSW 2057.
- email CSI on [info@csiuw.com.au](mailto:info@csiuw.com.au)

## INTERNAL DISPUTES RESOLUTION COMMITTEE (IDRC)

If you are not satisfied with the decision provided by Ansvar Insurance, we will refer your unresolved complaint (dispute) to the Secretary of the IDRC.

We will request that you note your dispute in writing, to assist us in clarifying and considering all the facts. This request can be sent to:

Post: The Secretary, Internal Dispute Resolution Committee, Ansvar Insurance Limited, GPO Box 1655, Melbourne VIC 3001

Fax: (03) 9614 2740

Email: [insure@ansvar.com.au](mailto:insure@ansvar.com.au)

Alternatively, if you require assistance in putting your complaint in writing, you can telephone (03) 8630 3100 and the Secretary of the IDRC will assist you.

The IDRC has appropriate authority to deal with your dispute.

You will receive a response within seven (7) business days from the time your dispute was received, provided all the necessary information has been collected and we have completed any investigation required. If additional information or more time is required, we will discuss and agree alternative time frames with you.

## WHAT IF WE DON'T RESOLVE YOUR PROBLEM

When the IDRC issues their decision, we will provide you with information about external dispute resolution (EDR) scheme.

If we are unable to resolve your complaint to your satisfaction within forty five (45) days (including both complaint and dispute), we will inform you before the period ends of:

The reasons for the delay

That you may take the complaint or dispute to our EDR scheme, even if we are still considering it (and provided it falls within the scheme's Terms of Reference).

For most complaints\* the applicable scheme is the Financial Ombudsman Service (FOS). There is no cost in referring your complaint to the scheme, but please note some complaints may not fall within the scheme's Terms of Reference. FOS's contact details are:

Phone: 1300 78 08 08, for the cost of a local call, or

Post: Financial Ombudsman Service – GPO Box 3, Melbourne VIC 3001.

Alternatively, you may pursue your unresolved complaint through a formal legal process such as the courts, mediation, or arbitration.

For privacy complaints you may approach the Office of the Australian Information Commission (OAIC). A copy of the General Insurance Code of Practice and

privacy principles can be obtained from our website [www.ansvar.com.au](http://www.ansvar.com.au) or from one of our offices.

\* Further details on the FOS Terms of Reference are available from Ansvr Insurance Limited or the FOS.

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### UPDATING INFORMATION

The information in this PDS and policy wording was current at the date of preparation. We may update some of the information in the PDS, that is not materially adverse, from time to time without needing to notify You. You can find out if We have updated the PDS and obtain a copy of any updated information by calling +61 2 9419 2777. We will give You a free paper copy of any updates if You request them. If it becomes necessary, We will issue a supplementary or replacement PDS.

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### MAKING A CLAIM

If You wish to make a claim under this policy You must contact CSI on +61 2 9419 2777. Procedures on how to make a claim are shown in the policy section of this PDS under 'Claims Procedures'.

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### FINANCIAL CLAIMS SCHEME

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

Information about the FCS can be obtained from APRA at [www.apra.gov.au](http://www.apra.gov.au) or by calling 1300 55 88 49.

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### THE COSTS OF THIS INSURANCE

We consider various factors to calculate Your premium, such as:

- Sum Insured
- Occupation and use of units
- Construction, type and security of the property
- post code
- claims experience
- level of Excess You have selected

The premiums payable by You are subject to applicable Commonwealth and State taxes and charges such as the Goods and Services Tax, Stamp Duty, Fire Services Levy (where applicable) and CSI's administration fee. The amount of these taxes and/or charges will be shown on Your Policy Schedule.

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### EXCESSES

If You make a claim You may be required to pay one or more Excess(es). Details in respect of these Excess(es) are shown in the policy wording or on the Policy Schedule.

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### APPLYING FOR INSURANCE

When You apply for this insurance, You will need to complete a proposal form. We will use and rely on the information supplied on that form to decide the terms of cover We will provide. We provide cover to You on the terms contained in this document, and any other document that We tell You forms part of the terms and conditions of Your cover, including the most recent Policy Schedule.

The Policy Schedule will contain important information relevant to Your insurance including the Period of Cover, Your premium, details of Your Insured Property, the Excess(es) that will apply to You and others and whether any standard terms have been varied by way of endorsement.

All of these make up Your "policy" with Us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items You insure.

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### EFFECTIVE DATE

This Products Disclosure Statement is effective from 1 July 2017.

## YOUR POLICY

Provided You have paid or agreed to pay Us the premium, We will cover You for Accidental loss, damage and/or liability up to the Sum Insured set out for each of the policy cover sections that You have selected or listed as included in the Policy Schedule.

### BENEFITS AND FEATURES

Your policy offers You a wide range of covers and options from which You may choose:

#### SECTION 1: BUILDINGS AND COMMON CONTENTS

This section covers You against Accidental loss or damage to Your Buildings and Common Contents.

#### SECTION 2: PUBLIC LIABILITY

This section covers You for certain amounts You are legally liable to pay in respect of Personal Injury and Property Damage.

#### SECTION 3: FIDELITY GUARANTEE

This section covers You in respect of fraudulent misappropriation of Your funds set aside for the financial management of Your affairs.

#### SECTION 4: OFFICE BEARER'S LIABILITY

This section covers You against Loss resulting from any Claim arising from a Wrongful Act committed by a Committee Member.

#### SECTION 5: VOLUNTARY WORKERS (PERSONAL ACCIDENT)

This section covers You against liability to pay compensation to a Voluntary Worker as a result of bodily injury.

#### SECTION 6: LEGAL COSTS

This section covers Your Legal Costs for actions brought or threatened against You.

#### SECTION 7: OCCUPATIONAL HEALTH AND SAFETY BREACHES

This section covers Your Legal Costs to appeal against any improvements, prohibition notice and the like imposed by any court or tribunal under any workplace occupational health and safety legislation or similar legislation.

#### SECTION 8: TAX PROBE

This section covers You for Professional Fees that You incur with an Audit of Your Business's financial affairs.

#### SECTION 9: BREAKDOWN OF MECHANICAL AND ELECTRONIC EQUIPMENT

This section covers certain loss or damage of Your Machinery and Electronic Equipment resulting from Breakdown.

The above summaries are indicative only. Full details of scope of covers, definitions, terms, exclusions and conditions are provided in each section of Your policy.

### YOUR DUTY OF DISCLOSURE

Your disclosure obligations and the consequences of not complying with these obligations are outlined on page 4 of Your product disclosure statement.

## GENERAL POLICY CONDITIONS

The following general conditions apply to all cover sections of this policy unless otherwise expressly stated.

### YOUR RESPONSIBILITIES

The extent of Our liability is conditional upon the following:

- **Alteration of Risk**  
You must notify Us in writing as soon as possible of any changes materially varying any of the facts or circumstances existing at the commencement of this policy or following any renewal of this policy including but not limited to:
  - > Alteration to the Buildings;
  - > Changes in profession carried on at the Situation;
  - > Changes in nature of occupation or other circumstances which increase the risk of loss, damage or liability claims.
- **Observance of Policy Terms and Conditions**  
You must follow all terms and conditions set out in Your policy.
- **Paying Your Premium**  
You must pay the premium by due date, otherwise We may refuse to pay a claim.
- **Reasonable Precautions**  
You must keep Your Buildings, Common Contents and Common Area in good condition.  
This includes:
  - > repairing faults or fixing defects in items such as roofs, gutters, drains, water pipes and tiled areas when they leak or need repair;
  - > taking all reasonable precautions to prevent bodily injury, destructive loss or damage to property; and
  - > complying and ensuring that You or anyone acting on Your behalf comply with all statutory obligations and by laws or regulations imposed by any public authority for the safety of property or person.

### SUBROGATION RIGHTS

We will not be liable to pay any benefits under this policy for loss, damage or liability if You agree or have agreed to limit or hinder Our rights of recovery against any third party who would otherwise be liable to compensate You with respect to that loss, damage or liability.

### TRANSFER OF INTEREST

You will not transfer any interest in this policy unless We give You Our written consent.

### JURISDICTION

All disputes arising out of or under this policy shall be subject to determination by any court or competent jurisdiction within Australia according to the law which applies to that jurisdiction.

### CANCELLING YOUR POLICY

#### HOW YOU MAY CANCEL?

You may cancel the policy or a cover section at any time by telling Us that You want to cancel it. You can do this by giving written notice to Us.

#### HOW WE MAY CANCEL?

We may cancel this policy under Section 60 of the Insurance Contract Act 1984 (Cth). We will tell You either in writing, in person or by post to Your last known address.

After cancellation, We will subtract from any premium You have paid Us, to cover the period for which We have already insured You, any administration fee and any non-refundable government charges. We will then return the rest of the premium to You.

### INSPECTIONS

We (or agents appointed by Us) have the right to inspect and examine by mutual appointment, any property insured under this policy.



## GENERAL EXCLUSIONS

General exclusions applicable to all sections of this policy.

### WHAT YOU ARE NOT COVERED FOR

Notwithstanding any provision to the contrary in the policy or any endorsement thereto, it is understood and agreed as follows:

- Asbestos

This policy does not insure any liability for:

- > Personal Injury arising directly or indirectly out of, or caused by, through or in connection with the inhalation of (including the fear of inhalation of, or exposure to) asbestos, asbestos fibres or derivatives of asbestos;
- > Property Damage, or loss of use or diminution in value of property, arising directly or indirectly out of, or caused by, through or in connection with asbestos, asbestos fibres or derivatives of asbestos;
- > The cost of cleaning up, removing, treating, controlling, storing or disposing of asbestos, asbestos fibres or derivatives of asbestos.

- Confiscation, nationalisation or expropriation

This policy does not insure any loss, damage or consequential loss:

- > due to confiscation, nationalisation or expropriation.
- > Caused by any person or organisation who lawfully destroys or takes away Your ownership or control of any property covered by the policy.

- Electronic Data

a) This policy does not insure:

- (i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of ELECTRONIC DATA,
- (ii) error in creating, amending, entering, deleting or using ELECTRONIC DATA, or
- (iii) total or partial inability or failure to receive, send, access or use ELECTRONIC DATA for any time or at all

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

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 programmes, software and other coded instructions for such equipment.

b) However, in the event that a peril listed below (being a peril insured by this policy but for this exclusion) is caused by any of the matters described in paragraph (a) above, this policy, subject to all its provisions, will insure:

- (i) physical loss of or damage or destruction to Property Insured directly caused by such listed peril, and/or
- (ii) consequential loss insured by this policy

Further, this exclusion does not apply in the event that a peril listed below (being a peril insured by this policy but for this exclusion) causes any of the matters described in paragraph (a) above

- > fire, explosion, lightning, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, Tsunami, freezing, weight of snow, impact by Aircraft or other aerial objects dropped therefrom, impact by any road Vehicle or animal, bursting, overflowing discharging or leaking of water tanks apparatus or pipes, or theft of ELECTRONIC DATA solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such ELECTRONIC DATA.

- Sexual Abuse

Any actual or alleged sexual abuse.

- War

This policy does not insure loss, consequential loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- > Any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is

declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority.

- Terrorism

This policy does not insure loss, consequential loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- > Any Act(s) of Terrorism as defined herein,
- > Death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

except as otherwise provided in the Terrorism Insurance Act 2003.

#### ACT OF TERRORISM

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

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

- Nuclear

This policy does not insure:

- > loss or destruction of or damage to any property whatsoever or any loss or

expense whatsoever resulting from or arising therefrom or any consequential loss; or

- > any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

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

- Wilful acts

Subject to the provisions of the Insurance Contracts Act 1984 (Cth), We will not pay for any loss or damage caused by either Your wilful act or by the wilful act of another party committed with Your knowledge and consent and which You were capable of preventing.

## HOW GOODS AND SERVICES TAX (GST) AFFECTS ANY PAYMENTS WE MAKE

In addition to the premium, We will charge You an amount on account of GST.

You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You make a claim under this policy. No payment will be made to You for any GST liability that You may have on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to an Input Tax Credit.

Despite the other provisions of this insurance (including provisions in the policy wording, the Policy Schedule and any endorsement), Our liability to You will be calculated taking into account:

- 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 GST exclusive amount of any supply made by Your Business which is relevant to Your claim.

If Your Sum Insured is not sufficient to cover Your loss, We will only pay an amount for GST (less any relevant Input Tax Credit that relates to Our

proportion of Your loss. We will pay that GST amount in addition to Your Sum Insured.

'GST', 'Input Tax Credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## GENERAL DEFINITIONS

In all sections of this policy, capitalised words have the following meanings:

### ACCIDENTAL

Something You did not intend or expect to happen.

### AIRCRAFT

Any vessel, craft or thing made or intended to fly, glide or move in or through the atmosphere or space, or over water, and includes Hovercraft.

### BODY CORPORATE

Body Corporate means proprietors, members, owners or shareholders from time to time and is limited to the interest of proprietors, members, owners or shareholders in respect of the ownership of the Building and Common Contents defined under the terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation where the Insured Property is situated.

### BUILDINGS

All buildings as defined under the terms of the Strata Schemes Management Act, Strata Titles Act, Community Titles Act or similar legislation that You own or are liable for, and including:

- > Anything permanently built, constructed or installed on Your Property.
- > Awnings and blinds that are fixed externally.
- > Boat jetties, pontoons, marinas, docks, wharves.
- > Floating floors.
- > In ground swimming pools and spas.
- > Outbuildings and the structural improvements.
- > Paint, wallpaper and temporary wall, floor and ceiling coverings inside any Unit.
- > Roads, paths, driveways, walls, gates, fences, elevators, escalators.
- > Tennis courts.

- > Underground and aboveground services.
- > Unfixed building materials and uninstalled fittings to an amount not exceeding 10% of the Sum Insured for Buildings, or \$100,000, whichever is the lesser.

But Buildings do not include:

- > Fixtures that can be removed by the lessee or tenant at the end of a tenancy.
- > Mobile or fixed air conditioning units servicing a particular Unit, if the Strata laws applicable in Your State or Territory say they are not part of Your Buildings for Body Corporate insurance purposes.
- > Plants, lawns, trees, shrubs, pebbles, rocks, stones, soil, sand, bark or mulch other than as covered under Additional Benefit Landscaping.
- > Carpets, carpet underlay, curtains, blinds, awnings inside any Unit.

### CATASTROPHE

An Event causing damage to Your Buildings and Common Contents which is declared by an Australian Federal or State Government Authority to be a natural disaster or a catastrophe.

### COMMON AREA

The area at Your Situation that is not part of any Unit.

### COMMON CONTENTS

Your unfixed property and carpets that You own or are liable for that are contained in the Common Areas, and include:

- > Documents of title but only for their value as stationery.
- > Garden tools and equipment including lawn mowers, golf carts, or golf buggies or similar items but only if those items are not required to be registered.
- > Money up to \$5,000.
- > Office, electronic and computer equipment.
- > Paintings, curios, work of art, tapestries, 'Persian' or similar rugs or contents up to \$10,000 for any one item, pair, set or collection.
- > Furniture, finishings, household goods, portable domestic appliances, light fittings, internal blinds and awnings.

But Common Contents do not include:

- > Animals, livestock, fish, birds or any other living organism.
- > Growing crops, trees or plants other than pot-plants.
- > Jewellery, furs, bullion, or articles containing gold or silver.
- > Mobile plant, motor Vehicles or trailers, caravans or motorcycles, including their accessories or spare parts whether fitted or not.
- > Personal property of Committee Members, Unit Owners or tenants.
- > Watercraft, Hovercraft, Aircraft.

#### EVENT

An incident insured by this Policy, neither expected nor intended to happen by You, and which results in loss or damage, or series of loss or damage happening from that one Event.

#### EXCESS OR EXCESSES

This is the first amount of any loss that You must pay before We pay Your claim. This amount, expressed as an Excess on the current Policy Schedule or elsewhere in the policy, will be deducted from the amount payable in respect of Your claim.

#### FLOOD

The covering of normally dry land by water that has escaped or been released from the normal confines of any lake, or any river, creek or other natural watercourse whether or not altered or modified, or any reservoir, canal or dam.

#### FLOATING FLOORS

Timber flooring that are not permanently installed with glue, bolt, screws or nails and that can be easily removed or replaced

#### FUSION

The fusing or melting of the windings of an electric motor as a result of damage to the insulation due to overheating by electric current.

#### GREEN

Use of environmentally friendly, sustainable materials, products or services of accredited Green Standard.

#### GREEN STANDARD

Accreditation of environmental friendly standards by agencies or organisations recognised by the Australian government and approved by Us as listed in the Policy Schedule.

#### HOVERCRAFT

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.

#### INDEMNITY VALUE

The cost to rebuild, repair or replace Your Insured Property to a condition which is equal to or the same as but not more extensive than its condition prior to the loss.

#### INPUT TAX CREDIT

The amount You can claim as a credit against the Goods and Services Tax (GST) You have paid.

#### INSURED PROPERTY

The Buildings and/or Common Contents at the Situation.

#### LAND VALUE

The value of Your land ascertained by reference to the sum certified by the Valuer General or other competent persons selected by Us.

#### MONEY

Current coin, bank notes, currency notes, cheques, credit card sales vouchers, securities, postal orders, money orders, negotiable and non-negotiable securities and other like documents of value.

#### OFFICE BEARER

A Unit Owner or a nominee of a Unit Owner appointed as a member of Your executive committee. It does not include Your managing agent, strata manager or their employees in their capacity as Your Body Corporate managers or any contractor maintaining or managing Your Buildings.

#### PERIOD OF COVER

The time from which cover commences to the time cover expires. The dates are shown on the current Policy Schedule. Unless stated otherwise, cover shall expire at 4.00pm local time at the place where You arranged the cover.

#### PERSONAL INJURY

- > Assault and battery not committed by You or at Your direction;
- > Bodily injury, death, sickness, disease, illness, shock, fright, mental anguish and mental injury;
- > False arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;
- > Libel, slander or defamation;
- > Wrongful entry or wrongful eviction or other invasion of privacy.

#### POLICY SCHEDULE

The most current schedule of insurance or any future renewal schedule, including any endorsements issued by Us in connection with this policy.

#### POLLUTION OR CONTAMINATION

The 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 atmosphere, or any watercourse, or body of water (including ground water). Waste materials include material to be recycled, reconditioned or reclaimed.

#### PROPERTY DAMAGE

Physical loss, destruction of or damage to tangible property including the loss of use thereof at any time resulting therefrom.

#### RENT

An amount of Money calculated on the basis of the annual rentable value of a Unit or any part of the Common Area, including any outgoings payable by a tenant or lessee that applied immediately prior to the happening of the damage.

#### REWRITING OF RECORDS

The cost of rewriting, restoration or reconstruction of computer records, documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, business books and other records of every description.

#### SEXUAL ABUSE

Any assault or abuse of a sexual nature, sexual molestation, indecent exposure, sexual

harassment or intimidation, whether such act is the subject of criminal investigation or not.

#### SITUATION

The Situation stated in the current Policy Schedule.

#### STORM SURGE

An increase in the sea level caused by an atmospheric disturbance.

#### SUM INSURED

The maximum amount We will pay for the benefit or the part of the benefit as shown in the Policy Schedule or otherwise in the policy and subject to the limits, terms, conditions and exclusions of the policy.

#### TEMPORARY ACCOMMODATION COSTS

An amount of Money calculated on the basis of the annual rentable value of a Unit including any outgoings payable by a tenant or lessee, that applied immediately prior to the happening of the damage.

#### TSUNAMI

An ocean wave, caused by an undersea earthquake or volcanic eruption.

#### UNIT

An area shown as a Unit/Lot on the registered strata plan.

#### UNIT OWNER

The registered owner of a Unit.

#### UNIT OWNER'S IMPROVEMENTS

Any improvements undertaken by a Unit Owner for their exclusive use and that are permanently attached to or fixed to Your Insured Property so as to become legally part of it.

#### VEHICLE

Any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

#### WATERCRAFT

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

## WE

The insurer of this policy, being Ansvar Insurance Limited ABN 21 007 216 506, and “Us”, “Our” and “Ansvar” have corresponding meanings.

## YOU

The entity or entities insured by this policy, as identified by name and/or number in the Policy Schedule, and “Your” has a corresponding meaning.

### CLAIMS PROCEDURES APPLICABLE TO ALL SECTIONS OF THIS POLICY

You must follow the following procedures if something happens that causes loss or damage or injury which may lead to a claim. If You do not, We may refuse Your claim or reduce the amount We pay You.

When such an Event occurs, You must:

- Take all reasonable steps to reduce the loss or damage and to prevent further damage or liability.
- Immediately advise the nearest police station if Your property has been stolen, lost, vandalised or maliciously damaged.
- Not make any admission of liability, offer, promise or payment in connection with any Event.
- Not authorise the repair or replacement of anything without Our agreement.
- Keep any Property damaged or recovered from theft for inspection by Us or Our agent.
- At Your own expense, provide Us as soon as possible with any invoices, bills, demand letters or notices, other documentation or information together with a statutory declaration for the purpose of verifying and investigating Your claim.
- Allow Us or Our agent to enter Your property for inspections and to take and keep possession of or deal with the damaged property in a reasonable manner. You cannot abandon it to Us.

### NOTIFICATION OF CLAIM

If You wish to make a claim You must:

- Immediately contact CSI.

- Give CSI all the information and documentation We require.
- Immediately send CSI any court documents or other communication You receive.
- Otherwise comply with all Your obligations under the policy.

### PROCEEDINGS AND NEGOTIATIONS

- We have the right to make admissions, investigate, settle or defend a claim on Your behalf.
- We require You give Us all information and assistance as We may reasonably require.
- We have the right to take legal action in Your name against another person to recover any amount (or part of any amount) We have paid for a claim under this policy.

### WHEN WE MAY REFUSE A CLAIM

We may refuse to pay a claim or We may pay a lesser amount if:

- You do not follow the above claims procedures.
- You do not do what Your duty of disclosure requires You to do (see page 4).
- You:
  - > are not truthful;
  - > have not given Us full and complete details; or
  - > have not told Us something when You should have.
- You do any of the following without Us agreeing to it first:
  - > make or accept any offer or payment or in any other way admit You are liable;
  - > settle or attempt to settle any claim; or
  - > defend a claim.
- You are in breach of any of the Policy conditions.

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## **SPECIAL CONDITIONS**

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### **FRAUDULENT CLAIMS**

If You or someone acting on Your behalf makes a fraudulent claim, We will:

- > refuse to pay the claim;
- > cancel the policy; and
- > take any necessary legal action against You.

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### **OTHER INSURANCES**

When You make a claim You must notify Us of any other insurance that covers or may cover the same loss or damage or injury.

## SECTION 1 – BUILDINGS AND COMMON CONTENTS

### WHAT YOU ARE COVERED FOR

We will cover You against Accidental loss or damage to Your Buildings and Common Contents which occurs during the Period of Cover up to the Sum Insured shown in the Policy Schedule.

### WHAT WE SHALL ALSO PAY

Provided Your Buildings and Common Contents Sum Insured is not exhausted.

- **GOVERNMENT FEES**

We will pay any fee, contribution or other impost payable to any Government, Local Government or other Statutory Authority where payment of the fee, contribution or impost is necessary to obtain a permit to reinstate the Insured Property. This does not include any fines or penalties imposed upon You by any such authorities.

- **PROFESSIONAL FEES**

We will pay the reasonable fees of architects, surveyors and consulting engineers incurred to rebuild or repair Your Buildings and Common Contents where such rebuilding or repair is otherwise covered by this policy. This includes all incidental costs for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred. This does not include costs, fees and or other expenses for preparing any claim made under this section.

- **REMOVAL OF DEBRIS**

We will pay the reasonable costs incurred for the demolition, dismantling, necessary temporary repairs, cleaning up and/or removal, storage and disposal of debris if required as a result of any Event for which You are covered. Additional Benefits Your legal liability for the cost of removal of debris from adjoining primary property, services, roadways and waterways as well as on the site.

- **UNIT OWNER'S IMPROVEMENTS**

We will, at Our discretion, either replace, repair, or cash settle Unit Owner's Improvements that are destroyed or

damaged. The replacement or repair must be carried out without unreasonable delay.

The most We will pay is \$250,000 any one Unit.

### ADDITIONAL BENEFITS

Following an Event We will extend Your Policy to include the following Additional Benefits over and above Your Building and Common Contents Sum Insured.

- **ALTERATIONS AND ADDITIONS**

We will pay for loss or damage to alterations, additions and improvements You have made to Your Buildings and Common Contents during the Period of Cover, provided the value of such works does not exceed \$250,000 unless We have given Our written consent after We have been notified.

We will not pay where the builder is required to take insurance to cover such works.

- **ARSON REWARD**

We will pay a reward for information which leads to a conviction in connection with damage covered by this policy. The way We pay the reward to such person or persons providing this information will be at Our discretion.

The most We will pay is \$10,000.

- **CAPITAL ADDITIONS**

We will amend Your Sum Insured by the amounts You have incurred when You have carried out additions, alterations and improvements to Your Buildings and Common Contents during the Period of Cover.

The most We will increase Your Sum Insured is by \$250,000.

- **CLAIM PREPARATION EXPENSES**

We will pay for the costs necessarily and reasonably incurred for the preparation of a claim for which We agree to indemnify You under this policy provided before You incur these costs You have obtained Our written approval to incur such costs.

The most We will pay is \$100,000.



- **COMMON CONTENTS IN THE OPEN AIR**

We will pay for Common Contents in the open air. The most We will pay is \$5,000 any one Event for which You are covered.

- **COST OF HIRING MEETING VENUE**

We will pay the reasonable cost of hiring a temporary meeting venue for You to conduct Your annual general meeting or committee meeting if You are unable to occupy Your usual meeting venue at Your Situation as a result of Insured damage to Your Buildings and Common Contents. The most We will pay is \$5,000.

- **DISCHARGE OF MORTGAGES**

We will pay the reasonable legal costs to discharge a mortgage or mortgages on Your Buildings and Common Contents following settlement of a claim on the basis of a total loss, whether actual or constructive.

The most We will pay is \$5,000.

- **ELECTRICITY, GAS, WATER CHARGES**

We will pay for any additional electricity, gas, water, sewage and similar charges You have to pay following loss or damage to Your Buildings and Common Contents.

The most We will pay is \$2,000.

- **EMERGENCY ACCOMMODATION COSTS**

We will pay for the reasonable cost of emergency accommodation that the owner of a residential Unit may incur in the event the Unit becomes uninhabitable for its intended purposes as a result of damage to the Unit or to other property near the Unit which prevents access to the Unit.

The most We will pay is \$2,000 any one Unit.

- **EXPLORATORY COSTS**

a) We will pay the reasonable costs incurred to identify and locate the source of water damage caused by water bursting, leaking, discharging or overflowing from pipes, water mains, tanks, apparatus or any other systems used to hold or carry water.

b) We will also pay the costs of repairing or replacing the defective part or parts. The most We will pay is \$1,000.

c) We will pay the costs of repairing the area of Your Buildings damaged by such exploratory work.

- **FALLEN TREES**

We will pay for the cost of removing and disposing of fallen trees or branches that have caused damage to Your Insured Property. We will not pay the cost of removing and disposing of tree stumps or roots.

The most We will pay is \$5,000.

- **FUSION**

We will pay the costs of replacing or repairing Your electric motors which have been damaged as a result of overheating caused by an electric current.

We will not pay such costs when the electric motor has an output in excess of 5 kilowatts or 6.7 HP.

We will pay for the cost of replacing gas if the motor forms part of a sealed Unit

- **GREEN UPGRADE**

If You repair or replace Your Buildings that are lost, destroyed or damaged during the Period of Cover from non-Green materials or products to Green environment improvements such as rainwater tanks, solar panels, with the result that the energy and water efficiency of Your Buildings is improved, We will pay You up to 25% more than the amount We would otherwise have paid to repair or replace the items that have been upgraded.

The most We will pay is \$25,000.

- **LANDSCAPING**

We will pay for the reasonable costs to replace damaged trees, shrubs, plants, lawns or rock work belonging to You at the Situation that are lost, damaged or destroyed as a result of fire, vandalism, burglary, theft or impact by a Vehicle.

The most We will pay is \$25,000.

- **LOSS OF RENT, TEMPORARY ACCOMMODATION COSTS, REMOVAL COSTS**

We will pay the following benefits upon the happening of the following types of Events if Your Unit or Common Area cannot be occupied for its intended purposes or when reasonable access to or occupancy of Your Unit or Common Area is prevented as a result of damage to other property near Your Unit or Common Area.

The combined total amount We will pay under this Additional Benefit during any one Period of Cover is limited to 15% of the Buildings and Common Contents Sum Insured unless any other amount has been agreed to in writing and has been noted on the Policy Schedule.

#### **Types of Benefits**

> Loss of Rent (for Leased Units only)

Where a Unit or Common Area is leased out or You can demonstrate by means of a signed agreement that it would have been leased out.

> Temporary Accommodation Costs (for owner-occupied Units only).

Reasonable Temporary Accommodation Costs until such time access to the Unit is regained and the Unit is fit to be reoccupied.

> Cost of Reletting

Costs necessarily incurred in reletting the Unit or Common Area where a lease agreement is terminated as a result of damage to the Unit or Common Area. The most We will pay is \$1,500 any one Unit and any one Event

> Removal and Storage Costs

Reasonable costs incurred to remove, store and return undamaged Contents of the Unit Owner or Unit occupier and Common Contents.

#### **Types of Events and Payments**

> Loss or damage to Your Unit or no reasonable access to or occupancy of Your Unit or Common Area due to damage to other property near Your Unit or Common Area.

We will pay for either Loss of Rent or Temporary Accommodation Costs.

We will also pay for the Cost of Reletting, and Removal and Storage Costs.

> Failure of Public Supplies

Failure of electricity, gas or water supply systems following damage to property belonging to the service providers.

We will pay for either Loss of Rent or Temporary Accommodation Cost provided the failure of services extends for more than 48 hours.

The most We will pay for is for a period of 30 days during any one Event.

> Government Order – bomb threat, murder and suicide, infectious disease

When Your Unit or Common Area is unable to be occupied by order of a competent Government, Public or Statutory Authority as a result of:

○ Bomb threat, vermin, pests or defects in the drains or other sanitary arrangements at the Situation; or

○ Murder or suicide occurring at or in the immediate vicinity of the Situation.

○ An outbreak of an infectious or contagious human disease occurring within a 20 kilometers radius of the Situation.

NO cover for highly pathogenic Avian influenza or any other diseases under the Quarantine Act 1908 and subsequent amendments irrespective of whether discovered at the Situation or elsewhere.

We will pay for either Loss of Rent or Temporary Accommodation Costs. We will start paying from the date the order is invoked.

The most We will pay for is for a period of 30 days during any one Event.

#### **• MODIFICATIONS**

When an Owner/occupier of a Unit is physically injured and becomes a paraplegic or quadriplegic caused by the same Event causing loss or damage to Your Buildings and Common Contents, We will pay the reasonable cost to modify the Unit.

The most We will pay is \$25,000 .

#### **• PREVENTION OF IMMINENT DAMAGE**

We will pay for necessary costs You incur to extinguish a fire on or near Your Buildings and Common Contents which causes or threatens Property Damage or for necessary costs to prevent or diminish imminent damage to Your Buildings and Common Contents by any other insured peril.

The most We will pay is \$50,000.

#### **• PROPERTY OF OTHERS**

We will pay the Indemnity Value of property of others in Your physical or legal control that is not otherwise insured which is lost, damaged or destroyed.

The most We will pay is \$10,000 any one Event. .

- **PURCHASER'S INTEREST**

We will cover a Purchaser's legal interest in Your Buildings and Common Contents when the Purchaser has signed an agreement to purchase part or all of Your Buildings and Common Contents.

The most We will pay is \$50,000.

- **REWRITING OF RECORDS**

We will pay You for Rewriting of Records or other documentation if they are lost or damaged by an Event for which You are covered.

The most We will pay is \$50,000.

- **REPLACEMENT OF KEYS AND LOCKS**

We will pay the cost of replacing locks, keys or combinations if the keys are lost or stolen or if there are reasonable grounds to suspect that keys have been stolen or copied or combinations have been obtained.

The most We will pay is \$10,000 during any one Period of Cover.

- **STRATA LEVIES/MAINTENANCE FEES**

We will pay the maintenance fees or strata levies owed by Unit Owners but which You are unable to collect despite using all reasonable measures due to their Units being unfit for habitation as a result of damage covered under this policy.

The most We will pay is \$2,000 any one Unit.

- **TEMPORARY PROTECTION AND SECURITY GUARD**

Subject to Our prior written consent, We will pay the cost of temporary protection, including employment of security guards to safeguard Your Buildings and Common Contents pending repair or replacement following loss, destruction or damage for which You are covered.

The most We will pay is \$25,000.

- **TEMPORARY REMOVAL**

We will cover Your Common Contents while temporarily removed from Your Situation within the Commonwealth of Australia. We will also cover Your Common Contents whilst in transit during such temporary removal.

The most We will pay is \$5,000.

- **WATER REMOVAL**

We will pay the reasonable costs of removal of water from basements caused by rain, storm, or bursting or leaking of pipes.

The most We will pay is \$5,000 for any one Event.

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## OPTIONAL COVER

- **CATASTROPHE COVER**

When 'Catastrophe' is shown in the current Policy Schedule, We will pay up to 15% over and above Your Buildings and Common Contents Sum insured if Your Buildings and Common Contents are totally damaged or destroyed as a result of a Catastrophe.

We will not pay this additional amount if You do not reinstate Your Buildings and Common Contents.

- **FLOOD**

When specifically noted in the Policy Schedule, We will cover You against physical loss or damage or destruction to Your Buildings and Common Contents caused by Flood.

The most We will pay for all claims arising from or caused by Flood in any one Period of Cover will be as shown on Policy Schedule..

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## HOW WE WILL PAY YOUR CLAIM

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### REINSTATEMENT OR REPLACEMENT

We will pay the cost of rebuilding, replacing or repairing any damaged part of Your Buildings and Common Contents to the same condition as when they were new.

You may rebuild at another location provided the amount We pay is not increased.

When Your Buildings possess any architectural features or structural materials having an ornamental, antiquarian or historical character for which the original materials are not readily available and the features are outdated, We will rebuild or restore using the nearest equivalent materials and the original design.

For Buildings awaiting demolition, We will pay the salvage value of the building materials.

The necessary work of rebuilding, replacing or repairing must be commenced and carried out without unreasonable delay.

We will not pay for any extra costs resulting from You causing unreasonable delays in commencing or carrying out replacement, rebuilding or repairing.

#### EXTRA COST OF REINSTATEMENT

We will pay the extra costs of reinstatement of Your damaged Buildings necessarily incurred to comply with the requirements of any Act of Parliament or Local Authority or Municipality By Laws.

If the damage is less than 50% of the Replacement Cost of Your Buildings, Our liability shall be limited to the extra costs necessarily incurred in reinstating the damaged portions only.

We will not pay any of these extra costs incurred to comply with any such Act or By Laws with which You were required to comply prior to the damage.

#### LOSS OF LAND VALUE

We will pay You for the reduction in Land Value that results from the requirements of any Statutory Authority that reduces the floor area of Your Buildings. Loss of Land Value is the difference between the Land Value after rebuilding and the Land Value before the damage. We will deduct any sum payable by way of compensation by any such Authority.

#### UNDAMAGED FOUNDATION

Where Your Buildings are damaged but the foundations are not and any Government or Statutory Authority requires rebuilding to be carried out on another site, the abandoned foundations will be considered as destroyed. However, if the resale value of the original building is increased due to the presence of the abandoned foundations, the increase in resale value will be deducted from the final amount of the claim.

#### FLOOR SPACE RATIO

When Your Buildings are damaged so as to constitute a total loss or constructive total loss and reinstatement of such damage is limited or restricted by any Government or Statutory Authority, We will pay the difference between:

a) The actual costs incurred in reinstatement subject to the reduced floor space ratio; and

b) The cost of reinstatement which would have been incurred had the reduced floor space ratio not applied.

The costs in (a) and (b) above include any costs necessarily incurred to comply with the requirements of any legislation or regulations.

#### WHAT YOU ARE NOT COVERED FOR

Unless otherwise specified in the Policy Schedule, We will not cover Your Buildings and Common Contents for loss or damage arising from or caused by:

- Any process of cleaning, involving the use of chemicals other than domestic household chemicals.
- Consequential loss of any kind; other than as provided for under this policy.
- Demolition ordered by government or public or local authorities due to failure by You or Your agents to obtain any necessary permit.
- Erosion, collapse or any other earth movement.
- Flood unless optional cover for Flood has been taken.
- Action of the sea, tidal wave, high water, Storm Surge.
- Heating or any process involving the direct application of heat. This exclusion shall be limited to the item or items immediately affected and shall not extend to other Property damaged as a result of such heating process involving the application of heat.
- Incorrect siting of Buildings.
- Inherent defects, structural defects, faulty materials or faulty workmanship, error in, omission of, or wrong design.
- Landslide or subsidence except when such loss or damage is directly caused by, and occurs within 72 hours of the following:
  - > storm, Tsunami, rainwater, snow or wind;
  - > earthquake;
  - > explosion; or
  - > escaping liquid.
- Legal liability of any nature You incur to pay compensation, fines, damages, penalties, interest or costs.
- Mechanical or electrical breakdown other than an electric motor burning out.

- Mildew, mould, rotting, pollutants, atmospheric or climatic conditions.
- Mice, birds, insects, rats or other vermin.
- Roots from trees, plants shrubs or grass.
- Vibration, heaving, creeping, shrinking, settling or expansion of foundations or supports of Your Buildings.
- Water entering Your Buildings as a result of structural defects, faulty design or faulty workmanship in the Buildings.
- Water entering Your Buildings through an opening in the wall or roof made for the purpose of alterations, additions, renovations or repairs.
- Wear, tear, concrete cancer, rust, corrosion, oxidation, fading or gradual deterioration.

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## SPECIAL CONDITIONS

### SPRINKLER INSTALLATIONS

In regards to Your Buildings, in which an automatic sprinkler system is installed and which is owned by You or for which You are responsible for its operation and maintenance, You must:

- > Ensure that the Buildings are protected as required by law by an approved installation of automatic sprinklers, automatic external alarm, signal and automatic alarm connected with a fire brigade.
- > Ensure that due diligence is used so that the same shall at all times be maintained in good working order.
- > Ensure that the automatic sprinkler installations are regularly maintained in accordance with Australian Standard AS1851 (Part 3).
- > Notice of all alterations and additions to the automatic sprinkler installation shall be given to Us as soon as reasonably practicable.

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### REINSTATEMENT OF SUMS INSURED

Following a claim for partial loss under this section, the Sum Insured will be reinstated by Us from the date of the loss provided You pay or agree to pay any additional premium that may be required by Us.

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### HAZARDOUS GOODS STORAGE

Hazardous goods stored at Your Situation by any person as part of that person's business must be stored in quantities and in a manner that are in compliance with any relevant laws or regulations.

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### INDEXATION

We will increase Your Sum Insured by the amount of which the Consumer Price Index has increased since You last renewed Your policy.

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### SPECIAL CLAUSES

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#### EARTHQUAKE, SUBTERRANEAN FIRE, VOLCANIC ERUPTION EXCESS

You will bear the first \$20,000 or 1% of the total Sum Insured at the Situation shown in the Policy Schedule, whichever is the lesser, for loss or damage to Your Buildings and Common Contents caused by earthquake, subterranean fire, volcanic eruption, or fire resulting from any of the above occurring during any period of 72 consecutive hours.

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#### OTHER EXCESSES

You will bear any Excess shown in the Policy Schedule.

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#### RELEASE CLAUSE

When You are required by contractual agreement to release any Government or Public or Local Authority or other Statutory Authority from liability for loss, destruction, damage or legal liability insured against under this policy, such release is allowed without prejudice to this insurance.

## SECTION 2 – PUBLIC LIABILITY

### WHAT YOU ARE COVERED FOR

We will pay all amounts You shall become legally liable to pay for:

- Personal Injury; and/or
- Property Damage

happening during the Period of Cover resulting from an Occurrence arising out of the ownership and management of the Insured Property and Common Area.

The most We will pay is the Limit of Indemnity shown on the Policy Schedule for any one Occurrence.

### DEFINITIONS FOR THIS SECTION

#### AIRCRAFT

any vessel, craft or thing made or intended to fly, glide or move in or through the atmosphere or space, or over water, and includes Hovercraft.

#### EMPLOYEE OR EMPLOYEES

Any person

- ▶ Engaged by You under a contract of service or apprenticeship, or
- ▶ Supplied to You pursuant to a contract of labour hire.

#### OCCURRENCE

An event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury and/or Property Damage neither expected nor intended to happen by You.

### ADDITIONAL BENEFITS

#### • CAR PARK

We will pay for all amounts You shall become legally liable to pay for damage to Vehicles that are not owned or being used by You or on Your behalf, where such damage occurs in a car park that You own at the Situation.

#### • COURT ATTENDANCE

If We require You to attend court in connection with a claim We will pay You up to \$300 per day for the duration of Your attendance.

#### • LEGAL COSTS

We will pay, with Our prior written consent, reasonable legal costs incurred, in addition to the limit specified in the Policy Schedule, in the investigation, defence or settlement of a claim for which cover is provided under this Section 2 of the policy.

#### • MORE THAN ONE INSURED

When the Insured is made up of more than one party, each party will be granted indemnity as if they had a separate policy provided Our liability is not increased.

#### • RECREATIONAL ACTIVITIES

We will pay for all amounts You shall become legally liable to pay for Personal Injury and/or Property Damage resulting from an Occurrence during the Period of Cover arising from social or recreational activities arranged for and on behalf of Unit Owners or Unit occupiers excluding the following activities unless specifically agreed by endorsement to this policy:

motor races, motor rallies, motor speed tests, canyoning, caving, rifle/firearms, shooting, Aircraft, hang gliding, parachuting, paragliding, white water canoeing/kayaking/rafting (above class 2 rapids), scuba diving, dune buggies, vertical and horizontal bungee jumping, hot air ballooning, gladiator games, unsupported rock climbing, go karts, motocross, martial arts or boxing activities.

### WHAT YOU ARE NOT COVERED FOR

We will not pay any claim in respect of:

- Any agreement or contract You enter into. We will pay for Your liability if You would have been liable without the agreement or contract.
- Damage to or loss of property that belongs to You or any person You employ and that damage or loss arises from his employment with You.
- Construction, erection, alterations, or additions of any building or part of a building that cost more than \$1,000,000.

- Demolition of buildings.
- Fines or other penalties, compensation of awards of aggravated, exemplary or punitive damages which You may be ordered to pay.
- Libel or slander made by You or at Your direction where You knew the relevant statement or representation to be false.
- Personal Injury to any Employee, if the Personal Injury arises out of their employment with You.
- Any liability imposed on or any sum sought to be recovered from You by the provision of any workers' compensation legislation, accident compensation legislation, or industrial award agreement or determination, including any claim against You for recovery of any payments made pursuant to or in respect of workers' compensation legislation where such payments or recovery are or were in respect of or concerning Employees.
- Personal Injury to any person who is NOT Your Employee but has been engaged to perform work for You or for Your benefit where the total contract price or value of the contract works irrespective of being carried out by one or more person/s exceeds \$ 25,000 during the Period of Cover.
- Personal Injury to any person whether an Employee or otherwise, who is engaged to perform building, demolition or construction work irrespective of the total contract price or the value of the contract works.
- Personal Injury or Property Damage arising from the ownership, custody or use of any Vehicle which is registered or required to be registered by law.
- Personal Injury or Property Damage intentionally caused by You or on Your behalf.
- The use, removal of or exposure to any asbestos product or products containing asbestos.
- The ownership, custody or use of any aerial device or Aircraft, boats exceeding four meters in length and Watercraft.
- Personal Injury and/or Property Damage directly or indirectly caused by Pollution or Contamination.
- Any costs incurred in the prevention, removal, nullifying or cleaning-up of such Pollution or Contamination.
- Vibration or weakening of, removal of or interference with support to land, buildings or other property.
- Your car park being operated as a commercial car park.

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#### SPECIAL CLAUSE

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#### RELEASE CLAUSE

When You are required by contractual agreement to release any Government or Public or Local Authority or other Statutory Authority from Liability for loss, destruction or damage or legal liability insured against under this policy, such release is allowed without prejudice to this insurance.

This exclusion shall not apply where such Pollution or Contamination is sudden, identifiable, unexpected and unintended and has taken place in its entirety at a specific time and location.

## SECTION 3 – FIDELITY GUARANTEE

### WHAT YOU ARE COVERED FOR

We will pay You for any loss You incur in respect of fraudulent misappropriation of Your Funds that occurs during the Period of Cover up to the Sum Insured stated in the Policy Schedule.

### DEFINITIONS FOR THIS SECTION

#### FUNDS

Money, securities or tangible property received by You or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs.

### WHAT YOU ARE NOT COVERED FOR

We will not pay You for:

- Any loss discovered by You prior to the commencement of the Period of Cover.
- Any further loss that You incur in respect of any fraudulent misappropriation of Your Funds committed by the same person or persons after You have discovered the first loss, regardless of when the first loss was discovered.
- Losses that You can recover under any other fidelity bond or fund of any type.
- Losses that You discover more than 9 months after the expiry of this policy by cancellation or non-renewal.

### SPECIAL CONDITIONS

You must agree to withhold, but only to the extent You are allowed by law, Moneys or assets that are the property of that person or persons who have or whom You reasonably believe have caused You a loss as a result of fraudulent misappropriation of Your Funds.

We will reduce the amount of the loss We pay You by the amounts withheld or retained.

## SECTION 4 – OFFICE BEARER'S LIABILITY

### THIS SECTION IS ON A CLAIMS MADE BASIS

Any Claim first made against You must be notified to Us during the Period of Cover.

### WHAT YOU ARE COVERED FOR

We will indemnify You for Loss resulting from any Claim first made against You during the Period of Cover and notified to Us during the Period of Cover as a result of a Wrongful Act that occurs after the commencement date of the Period of Cover.

The maximum amount We will pay during any one Period of Cover is the Sum Insured shown on the Policy Schedule regardless of the number of Claims made or reported during that Period of Cover.

### DEFINITIONS FOR THIS SECTION

#### CLAIM

Any writ, summons, legal proceedings or written or verbal demand issued or served upon You, or a Committee Member and alleging a Wrongful Act.

#### COMMITTEE MEMBER

- > A member or former member of the committee of the governing body of the Buildings appointed to act as an Office Bearer.
- > Includes a strata manager, director, partner, representative or employee of a strata management company, who is or was appointed as a committee member (as defined above) but only to the extent to which they are acting as an appointed member of the committee.

#### LOSS

The amount of Money payable in respect of:

- > A judgment ordered by a court.
- > Reasonable legal costs incurred by a Committee Member, with Our written consent, in the investigation, defence or settlement of a Claim or circumstances that may give rise to a Claim.



- > Reasonable legal costs awarded against a Committee Member.

#### WRONGFUL ACT

Includes an omission, and means any actual or alleged:

- > making of an incorrect or misleading statement.
- > Failure to comply with that person's duty or not carrying that person's duty properly.
- > Breach of duty.
- > Failure to act as required.

#### YOU AND YOUR

The Insured name shown on the Policy Schedule and also includes a Committee Member.

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### ADDITIONAL BENEFITS

- **CONTINUOUS COVER**

We will also indemnify You for Loss resulting from any Claim first made against You that should or could have been notified to Us in a previous Period of Cover, provided:

- > You have continuously maintained the Office Bearer's Liability cover with Us since the time when such notification should have been given and up to and including the time such notification is given;
- > the applicable terms, conditions and exclusions including the limit of liability will be those applicable to Our Office Bearer's Liability insurance under which the claim should have or could have been made.

- **RETROACTIVE COVER**

We will indemnify You for Loss resulting from any Claim first made against You during the Period of Cover and notified to Us during the Period of Cover or within 30 days thereafter as a result of a Wrongful Act that occurs prior to the commencement date of this insurance, provided:

- > You first become aware of the claim during the Period of Cover; and
- > You have maintained the same Office Bearer's Liability insurance as that which You held on the date of the relevant Wrongful Act.

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### WHAT YOU ARE NOT COVERED FOR

We will not pay for any Loss in connection with any Claim resulting from or arising out of:

- Any action against You initiated, threatened or intimidated before this policy commenced.
- Any action brought against You in a court of law outside Australia.
- Any Money or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to Your Memorandum of Articles or as prescribed by law.
- Any profit or advantage gained by You to which You were not legally entitled to or for which You may be held accountable to the Body Corporate or any member thereof.
- Any circumstances of which You had become aware prior to the commencement date of this policy and which a reasonable person could be expected to know to be the circumstances that may give rise to a Claim under this policy.
- Conflict of Your duty or Your interest.
- Defamation, libel and slander.
- Any dishonest, fraudulent, criminal or malicious act or omission but this exclusion does not apply to costs incurred in successfully defending such a Claim.
- Any notification of circumstances which has been given under another policy that expired before this policy commenced.
- Any Personal Injury or Property Damage including loss of use or consequential loss.
- Any punitive, exemplary or aggravated damages, fines or penalties.
- The use, removal of or exposure to any asbestos product or products containing asbestos.
- Your failure to first notify Us of a Claim against You in the current Period of Cover, except as specifically provided in this Section of the policy.
- Your intentional decision not to effect and maintain insurances as required by the Strata Schemes Management Act, Strata Titles Act, Community Titles Act, Company Titles Act or similar legislation applying where Your Insured Property is situated.

## SECTION 5 – VOLUNTARY WORKERS (PERSONAL ACCIDENT)

### WHAT YOU ARE COVERED FOR

If any of the events 1 to 7 set out in the Table of Cover below, happens to a Voluntary Worker as a result of bodily injury, We will pay the Voluntary Worker or their legal representative the corresponding Benefit to that Event.

#### TABLE OF COVER

EVENTS	BENEFIT
1 Death	\$200,000
2 Total and Permanent loss of sight in both eyes	\$200,000
3 Total and Permanent loss of use of both hands or both feet or one hand and one foot	\$200,000
4 Total and Permanent loss of use of one hand or one foot	\$100,000
5 Total and Permanent loss of sight in one eye	\$100,000
6 Total disablement from engaging or attending to usual occupation (per week)	\$2,000
7 Partial disablement from engaging or attending to usual occupation (per week)	\$1,000

We will only pay one benefit for any injury, except as described below:

Where a payment is made for events 1, 2 or 3, it will be reduced by any payment made for Event 4 and 5 for the same injury.

Where a payment is made for events 1, 2, 3, 4 or 5, it will be reduced by any payment made for Event 6 and 7 for the same injury.

We will only pay if the injury has occurred during the Period of Cover while the Voluntary Worker is actually engaged in voluntary work on Your behalf.

The most We will pay under this section is specified on the Policy Schedule.

### DEFINITIONS FOR THIS SECTION

#### VOLUNTARY WORKER

A Unit Owner, a nominee of a Unit Owner or an Office Bearer who voluntarily does work or

perform duties in or around Your Buildings and the Common Areas, other than in respect of the Unit Owner's own Unit.

An employee or contractor or any person who receives financial reward or remuneration is not deemed to be a Voluntary Worker.

### ADDITIONAL BENEFITS

We will also pay the following costs if a Voluntary Worker is injured in circumstances covered by this Policy:

#### • FUNERAL EXPENSES

Funeral expenses due to death following bodily injury. The most We will pay is \$5,000.

#### • DOMESTIC ASSISTANCE

Reasonable cost of domestic assistance following injury. The most We will pay is \$5,000.

#### • TRAVEL EXPENSES

Travel expenses in obtaining necessary medical treatment following bodily injury. The most We will pay is \$2,000.

#### • OTHER COSTS INCURRED

Costs which the Voluntary Worker incurs that are not recoverable from any other sources. The most We will pay is \$2,000.

### WHAT YOU ARE NOT COVERED FOR

We will not pay for any claim:

- For childbirth or pregnancy, miscarriage or any complications with pregnancy.
- To persons under the age of 12.
- For any pre-existing injury or mental illness.
- For self-inflicted injury, suicide or any attempt thereat.
- If the Voluntary Worker is intoxicated or under the influence of alcohol or drugs including prescription drugs.
- For events 6 and 7 no more than 104 weeks for the same injury.
- For events 6 and 7 if the Voluntary Worker is not in paid employment at the time of the injury.

- For any amount the Voluntary Worker can recover from any registered health fund, Medicare or any other insurance.
- If the injured Voluntary Worker does not obtain and follow medical advice from a qualified practitioner as soon as possible after any bodily injury has occurred.

### SPECIAL CONDITIONS

We may, at Our own expense, request the injured Voluntary Worker to have a medical examination.

We may, at Our own expense, request a post-mortem examination in the event of death.

## SECTION 6 – LEGAL COSTS

### THIS SECTION IS ON A CLAIMS MADE BASIS

Any Claim first made against You must be notified to Us during the Period of Cover.

### WHAT YOU ARE COVERED FOR

We will pay Your Legal Costs You necessarily and reasonably incur for actions first brought or threatened against You within the Commonwealth of Australia during the Period of Cover and that are notified to Us during the Period of Cover in connection with or arising out of:

- The ownership and management of the Insured Property and Common Area.
- The terms of a contract or alleged contract of employment with an employee, ex-employee or a prospective employee or discrimination legislation with an employee, ex-employee or a prospective employee.
- The operation of the Competition and Consumer Act 2010 (Cth).

Provided You have obtained Our consent in writing and You satisfy Us that there are reasonable prospects of success which warrant You pursuing or defending the legal proceedings. The onus of providing sufficient information to enable Us to make a decision as to whether the prospects warrant pursuing or defending the proceedings (and the costs of providing such information) lies with You.

The most We will pay under this section is specified on the Policy Schedule.

### DEFINITIONS FOR THIS SECTION:

#### LEGAL COSTS

The reasonable legal fees, charges and expenses We have accepted and approved in writing for the investigation, defence, monitoring or settlement of any claim.

### WHAT YOU ARE NOT COVERED FOR

We will not pay for Legal Costs in connection with any actual or threatened claim in respect of or arising from or relating to:

- A conflict or Your duty or interest.

- A deliberate act including a deliberate act of fraud or dishonesty committed by You or on Your behalf.
- A dispute which occurred prior to the commencement of the Period of Cover.
- A dispute which You knew or ought reasonably to have known was likely to give rise to a claim or legal proceedings brought against You.
- Fines or other penalties, compensation or awards of aggravated, exemplary or punitive damages You may be ordered to pay.
- Libel, slander or defamation.
- The pursuit or defence of a claim or legal proceedings without Our written consent or contrary to or in a different manner from that advised by any solicitor appointed by You or by Us (and in the event of a discrepancy, the view of Our appointed solicitor shall prevail).
- Any proceedings brought by Us or brought by You or on Your behalf.

#### **SPECIAL CONDITIONS**

- **APPEAL PROCEDURE**

If You are dissatisfied with any decision made by a court and tribunal and wish to appeal against this decision You must advise Us in writing and state the reasons for making an appeal at least five clear business days prior to the expiry of the time for instituting an appeal or as soon as possible if the time allowed by law is less than the five clear business days. You must obtain Our written consent to the appeal.

If We are dissatisfied with any decision made by a court or tribunal and wish to appeal that decision You must reasonably co-operate with Us in lodging such an appeal.

## **SECTION 7 – OCCUPATIONAL HEALTH & SAFETY BREACHES**

#### **THIS SECTION IS ON A CLAIMS MADE BASIS**

Any Claim first made against You must be notified to Us during the Period of Cover.

#### **WHAT YOU ARE COVERED FOR**

We will pay Your Legal costs You necessarily and reasonably incur in the pursuit of an appeal against any improvement, prohibition notice or determination imposed on You pursuant to any workplace occupational health and safety legislation or similar legislation by any court or tribunal during the Period of Cover and which is notified to Us during the Period of Cover.

Provided You have obtained Our consent in writing and You satisfy Us that there are reasonable grounds of success for pursuing or defending the legal proceedings.

The most We will pay under this section is specified on the Policy Schedule.

#### **DEFINITIONS FOR THIS SECTION**

##### **LEGAL COSTS**

The reasonable legal fees, charges and expenses We have accepted and approved in writing for the investigation, defence, monitoring or settlement of any claim.

#### **SPECIAL CONDITIONS**

- **APPEAL PROCEDURE**

If You are dissatisfied with any decision made by a court and tribunal and wish to appeal against this decision You must advise Us in writing and state the reasons for making an appeal at least five clear business days prior to the expiry of the time for instituting an appeal or as soon as possible if the time allowed by law is less than the five clear business days. You must obtain Our written consent to the appeal.

If We are dissatisfied with any decision made by a court or tribunal and wish to appeal that decision You must reasonably co-operate with Us in lodging such an appeal.

## WHAT YOU ARE NOT COVERED FOR

We will not pay for Legal Costs in connection with any actual or threatened claim in respect of or arising from or relating to:

- A conflict of Your duty or Your interest.
- A deliberate act including a deliberate act of fraud or dishonesty committed by You or on Your behalf.
- Fines or other penalties, compensation or awards of aggravated, exemplary or punitive damages You may be ordered to pay.
- Libel, slander and defamation.
- A proceeding, improvement or prohibition notice which occurred prior to the commencement of the Period of Cover.
- A proceeding which You knew or ought reasonably to have known was likely to give rise to a claim or legal action brought against You or an improvement or prohibition notice which You knew or ought reasonably to have known was likely to be issued against You.
- The pursuit or defence of a claim or legal proceedings without Our written consent or contrary to or in a different manner from that advised by any solicitor appointed by You or by Us.
- Any proceedings brought by Us or brought by You or on Your behalf against Us.

## SECTION 8 – TAX PROBE

### WHAT YOU ARE COVERED FOR

We will pay the Professional Fees incurred by You in connection with an Audit of Your Business financial or tax affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory department body or agency, if the Audit was commenced and is notified to Us during the Period of Cover.

Provided You have obtained Our written consent before those fees were incurred.

The most We will pay under this section is specified on the Policy Schedule.

### DEFINITIONS FOR THIS SECTION

#### AUDIT

The audit of a Return, submitted by You or by others on Your behalf, by the Australian Tax Office or by any Australian Commonwealth State or Territory department, body or agency or authority which is duly authorised to conduct such an audit.

#### AUDITOR

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

#### BUSINESS

Your ownership of the Insured Property.

#### CONCLUDED DECISION

Written notification of the Auditor's concluded views in connection with a return and includes any written statement which is intended by the Auditor to be its findings in connection with a Return or the basis upon which it proposes to act in connection with a return.

#### PROFESSIONAL ADVISER

An accountant who is a member of a nationally recognised accounting body, a registered tax agent or a tax consultant.

#### PROFESSIONAL FEES

Reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your

Professional Adviser for work undertaken in connection with an Audit.

- > In the absence of the above where Your Professional Adviser declares in writing that such an Audit has been completed.

#### RETURN

Any Return legally required to be and actually lodged with an Australian Commonwealth, Federal or State government or government authority by You or on Your behalf.

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#### WHAT YOU ARE NOT COVERED FOR

We will not pay in respect of any Audit where a return has been lodged:

- more than three months after the lodgment date prescribed; or
- after the date prescribed by an authorised extension.

In respect of any Audit where a return has been prepared, lodged or submitted dishonestly or fraudulently and where the supporting documents have been falsely created or collected for any:

- amounts sought by any amended notice of assessment;
- additional tax, duty government imposed or the like;
- fines or penalty imposed; or
- costs in legally pursuing or defending any legal actions against You or initiated by You.

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#### SPECIAL CONDITIONS

You must comply with the following conditions before We may pay You Professional Fees:

- All taxation and other returns must be lodged and all taxes paid within the three months of the time limits prescribed by statute or, if an extension is granted.
- You must make full and complete declaration of all assessable income, including capital gains.
- The Audit commences at the time You or Your Professional Adviser first receive notice that the Auditor proposes to conduct an audit and is completed when:
  - > The Auditor has given notice to that effect;
  - > The Auditor notifies You that it has made a Concluded Decision about Your Returns;
  - > When the Auditor has issued an assessment or amended assessment of Your Returns;

## SECTION 9 –BREAKDOWN OF MECHANICAL AND ELECTRONIC EQUIPMENT

### WHAT YOU ARE COVERED FOR

You can choose between two options of cover:

- Blanket Cover
- Specified Items Cover

The cover selected and the most We will pay under this section for either Blanket Cover or Specified Items Cover is specified on the Policy Schedule

We will cover You the following events happening during the Period of Cover:

- 1) Breakdown of Your Mechanical Equipment at Your Situation, including lifts, elevators and inclinators provided they are subject to a current comprehensive maintenance agreement.
- 2) Explosion of boilers and pressure vessels  
Sudden and violent rending of boilers and pressure vessels at Your Situation by force, explosion of flue gas in such boilers, internal fluid pressure or collapse of such vessels as a result of abnormal vacuum and/or weakening of their structure through wear and tear.
- 3) Impact by flying fragments  
Damage to Mechanical Equipment at Your Situation caused by flying fragments following Breakdown of surrounding Mechanical Equipment.
- 4) Breakdown of Electronic Equipment at Your Situation after completion of successful initial commissioning and testing of the equipment.

### DEFINITIONS FOR THIS SECTION

#### BLANKET COVER

The maximum amount We will pay for any one claim is the limit any one loss specified in the Policy Schedule and applies irrespective of the type of Electronic or Mechanical Equipment involved.

#### BREAKDOWN

Any internal electronic, electrical or mechanical component malfunction or failure

which is sudden and unforeseen which stops the function of any Electronic Equipment or Mechanical Equipment and which requires immediate repair or replacement to enable the Electronic Equipment or Mechanical Equipment to function normally. Breakdown includes sudden and unforeseen:

- > explosion of boilers and pressure vessels;
- > violent bursting of motors, compressor and equipment subject to centrifugal force with or without ejection of parts and contents..

#### ELECTRONIC EQUIPMENT

All electronic audio-visual, computer, communication, surveillance, recording, signaling or similar equipment at Your Situation.

It does not include Mechanical Equipment or electronic components of any Mechanical Equipment.

#### MECHANICAL EQUIPMENT

All electrical and/or mechanical machinery including their interconnecting cabling and piping, boilers and pressure vessels and any other machinery or equipment at Your Location which generates, contains, transmit, receives, transforms or utilizes any form or source of energy or power. It does not include Electronic Equipment.

#### SPECIFIED ITEMS COVER

The maximum amount We will pay for a Breakdown is the relevant Sum Insured stated opposite each item specified in the Policy Schedule.

### ADDITIONAL BENEFITS

#### • CLAIMS PREPARATION EXPENSES

We will pay for the costs necessarily and reasonably incurred for the preparation of a claim for which We agree to indemnify You under this Section of the Policy provided before You incur these costs You have obtained Our written approval to incur such costs.

The most We will pay is \$100,000

#### • LOSS OF RENT AND TEMPORARY ACCOMODATION

We will pay for Loss of Rent or Alternative Accommodation of any Unit which cannot be

occupied for its intended purposes for more than 48 hours continuously as a result of Breakdown of Your Mechanical and Electronic Equipment .

The most We will pay under this Additional Benefit during any one Period of Cover is limited to 15% of the Buildings and Common Contents Sum Insured unless another amount has been agreed in writing and has been noted on the Policy Schedule.

At Our option We will settle claims directly with You or any Unit Owner.

### HOW WE WILL PAY YOUR CLAIM

Following an event 1 to 4 described in this Section, We will at Our option pay You, up to the Sum specified on the Policy Schedule less the applicable Excess:

- The cost of repairs necessary to return the damaged item or part of the item to its former state of serviceability including any necessary dismantling and re-erection; or
- The additional expenditure reasonably and necessarily incurred by You for:
  - > Temporary repairs;
  - > Labour, overtime and work on public holidays incurred in expediting the repairs;
  - > Freight within Australia, including transportation as freight by any recognised airlines' scheduled service;
  - > Removing, storing and disposing of debris being residue of Damaged Insured Property.
  - > Hire of alternative equipment; (Event 1 to 3 only)
  - > Customs duties and dues, if any, to the extent that such expenses have been included in the Sum Insured for the item shown in the Policy Schedule. (Event 4 Only)

We will not pay:

- More than the cost of repairing or replacing the Damaged part of an item of equipment including any necessary costs of dismantling and re-erection when Damage is confined to that part;
- More than the Sum Insured for the item of equipment, if any, shown in the Policy Schedule;

- More than the Limit of Liability for anyone item of equipment shown in the Policy Schedule
- More than the pre-Breakdown market value of the item of Mechanical and Electronic Equipment where the Mechanical and Electronic Equipment is not able to be repaired because any replacement part/s for the equipment cannot be purchased or manufactured. Where necessary, the estimated cost of unavailable parts will be based on the cost of available parts for similar equipment which are still in production;
- For any additional expenditure exceeding more than 25% of the Replacement Value of the damaged equipment or the Limit of Liability for anyone item of equipment shown in the Policy Schedule, whichever is the lesser.
- For any costs to remove Pollutants beyond the boundaries of Your Situation.
- For any Breakdown of cooling towers or chillers unless such equipment have been specified under the Specified Items Cover.
- Anything to extent You are entitled to recover the costs of labour or parts under a maintenance agreement, warranty, guarantee or indemnity in Your favour.

### WHAT YOU ARE NOT COVERED FOR

In addition to the 'General Exclusions', We will not cover You under events 1 to 3 as described in this Section for:

- Breakdown of:
  - > Any equipment which was known by You to be defective or required repair or rectification of a defect before the Damage to such equipment occurred;
  - > Electro-medical and diagnostic research equipment;
  - > Bore pumps, including well casings, turbine pumps or helical rotor pumps;
  - > Vehicles;
  - > Electronic Equipment other than electronic components of the Mechanical Equipment;
  - > Hand dryers, mobile or portable machinery, portable hand held tools and vacuum cleaners;
  - > Vending or amusement machines or any coin operated machine;
  - > Lawn maintenance equipment;



- > Mobile equipment;
- > Any Mechanical Equipment which happens outside Your Situation;
- > Any Mechanical Equipment being intentionally subjected to abnormal stresses or overloading or any other testing or experimentation,

unless We have given prior written consent and specifically listed in the Policy Schedule as covered.

- Loss or Damage for which You are covered under Section 1 or 3 of this policy;
- Damage to :
  - > Lighting or heating elements, fuses or protective devices;
  - > Electrical contacts at which sparking or arcing occurs in ordinary working;
  - > Electrical wiring due to ageing and normal use;

In addition to the 'General Exclusions', We will not cover You under events 4 as described in this Section for:

- Breakdown of Electronic Equipment:
  - > Which was known by You to be defective before damage to such equipment occurred;
  - > Not belonging to You, or which is leased or hired in or hired out by You while it is out of Your possession, care, custody or control on hire, rental, lease or loan;
  - > From causes for which cover is not provided for mechanical equipment under Part A of this section;
  - > Due to atmospheric moisture or temperature unless directly resulting from damage to or malfunction of air-conditioning equipment;
  - > Due to computer virus;
- The cost of replacement of consumable parts of equipment such as batteries, belts, chains, tapes, ribbons, filters, fuses, electric heating elements or electrical contacts worn through normal use or operation, unless replacement of such consumable part is necessary due to damage covered by this Part B;
- The cost of replacing damaged data media material or lost or corrupted electronic data or programs and restoring the lost information onto the data media;
- The cost of:
  - > Preventative maintenance work;

- > Alterations, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;
- > Replacement or restoration of equipment or parts of equipment following normal wear and tear or gradual deterioration unless the wear and tear or gradual deterioration results in breakdown of the electronic equipment;
- > Temporary repairs unless such repairs constitute part of the final repairs and do not increase the total repair costs.

## **WORKERS COMPENSATION – YOU NEED ANOTHER POLICY**

This policy provides NO COVER for Workers Compensation.

Where it is compulsory for any employee to be insured for Workers Compensation, a separate policy must be arranged in accordance with the Law in the State or Territory where the Situation is located.

We recommend that You contact Your Insurance Advisor to arrange this policy.



**COMPLETE STRATA INSURANCE** Underwriting Pty Ltd

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