

Residential Strata Essentials

Product Disclosure Statement & Policy Wording

AXISRESESS 07/2026

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Axis Underwriting Residential Strata Essentials

Product Disclosure Statement & Policy Wording

Introduction

Welcome to the Axis Residential Strata Essentials Insurance Policy. This Product Disclosure Statement (PDS) and Policy wording has been prepared to assist You in understanding the Axis Residential Strata Essentials Insurance Policy so that You are able to make an informed decision whether it suits Your specific insurance needs.

Preparation Date: 1st July 2026

Product Disclosure Statement (PDS)

Important Information & Notices

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

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

It is important that You carefully read the contents of the PDS and Policy wording, including any other documents We may have issued that vary the standard terms of this document, before You decide to buy this product. If You purchase this product, You will need to keep this PDS and Your Schedule in a safe place.

Any advice in this document is of a general nature only and has not considered Your objectives, financial situation or needs. You should carefully consider the information provided having regard to Your personal circumstances to decide if this insurance is right for You.

Who is the insurer?

About AXA XL

The Policy is underwritten by XL Insurance Company SE, Australia Branch, ABN 36 083 570 441, Level 28, Angel Place, 123 Pitt Street, Sydney NSW 2000, Australia. XL Insurance Company SE, Australia Branch is a part of AXA XL, a division of AXA.

We have authorised the information contained in this PDS.

About Axis Underwriting

Axis Underwriting Services Pty Ltd (ABN 51 090 508 142) (Axis Underwriting) is an insurance intermediary and holds an Australian Financial Services license (AFS License No: 236650) to issue and advise on general insurance products. Since 1999, Axis Underwriting has been assisting Australian insurance brokers to access cover for property, strata, business, hospitality and liability risks.

Axis Underwriting is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited (SGL).

Authority to act on our behalf

We have given Axis Underwriting a binding authority to market, underwrite, settle claims and administer this Policy on Our behalf.

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

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

You can contact Insurers through their appointed Coverholder Axis Underwriting Services Pty Ltd by:

- telephone on 03 8660 7000
- by facsimile on 03 8660 7020
- by e-mail at info@axisunderwriting.com.au
- by writing to Axis Underwriting at Level 5, 90 Collins St, Melbourne 3000

What You should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for You, it is important that You read:

- all of the Product Disclosure Statement - this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording part which commences on page 12. It tells You about:
  - Our Agreement (Your contract with Us which We call a Policy);
  - important definitions that set out what We mean by certain words;
  - the cover We can provide (see **Sections 1** to **3**);
  - what Excesses You may have to pay (see 'Excesses' on page 8 for guidance);
  - when You are not insured (see General Exclusions and other exclusions under **Sections 1** to **3**);
  - what You and We need to do in relation to claims (see **Sections 1** to **3**);
  - Your and Our cancellation rights (see 'Cancelling Your Policy' on page 12).
- any Schedule (refer to the definition of Schedule on page 15) when it is issued to You; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

It is important that these documents are read together carefully and that they are kept in a safe place.

Summary of Cover

The information contained in this table below provides You with a summary of the Covers available under this Policy.

In addition to this, under some Sections of the Policy there are further optional covers or limits that You can select subject to Axis Underwriting agreeing to provide those covers. You should refer to the relevant Section for full details.

You should also read the relevant Section for a full description of the Section Cover together with any relevant limits, specific exclusions and conditions that apply as well as the general conditions and general exclusions contained in this Policy-booklet.

Section	Cover Summary
1. Buildings	This Section covers You against accidental Loss or Damage to Your Building and/or contents which occurs at the site during the Period of Insurance.
2. Public or Legal Liability	This Section covers You against any claim for compensation or expenses that You become legally liable to pay for: a) Personal Injury; or b) Property Damage, happening during the Period of Insurance and caused by an Occurrence in connection with Your Business.
3. Personal Accident	This Section covers death or Injury sustained by any person in the Period of Insurance while engaged as a Volunteer.

Significant Benefits & Risks

The information contained in this table below provides You with a summary of the Significant Benefits & Risks available under this Policy.

In addition to this, under some sections of the Policy there are further optional covers or limits that You can select subject to Axis Underwriting agreeing to provide those covers. You should refer to the relevant Section for full details.

Section	Benefits (☑)	Not Covered (☒)
1. Buildings	☑ Architects fees, surveyors fees, other professional fees ☑ Removal, storage and/or disposal of debris ☑ Dismantling, demolishing, shoring up, propping up, underpinning or other temporary repairs ☑ Demolition and disposal of undamaged portion of Your Building in accordance with any order issued by a public or statutory authority ☑ Fees, contributions or imposts for any public or statutory authority to obtain their authority to rebuild ☑ Legal fees incurred in making submissions to any public or statutory authority, building licensing board, or land and environment courts ☑ Loss or Damage to fences and gates as a result of Storm ☑ Loss or Damage caused by Tsunami ☑ Loss or Damage caused by emergency services ☑ Loss or Damage caused by smoke or smut ☑ Emergency repair costs ☑ Cost of temporary protection and safety of Insured Property and residents ☑ Arson, theft, vandalism, malicious damage reward ☑ Fusion of electric motors ☑ Electricity, gas, water and similar charges - excess costs ☑ Electricity, gas, water and similar charges - unauthorised use ☑ Environmental Improvements ☑ Exploratory costs, replacement or defective parts ☑ Removal or disposal of fallen trees or branches ☑ Fire extinguishing ☑ Keys and locks replacement ☑ Meeting room hire ☑ Loss of money ☑ Mortgage discharge	☒ Flood ☒ Loss or Damage caused by non-rectification of an Insured Property defect, error or omission ☒ Loss or Damage caused by lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair ☒ Cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain

Significant Benefits & Risks (continued)

Section	Benefits (☑)	Not Covered (☒)
1. Buildings	☑ Modifications to property to cater for physical needs of Lot Owner as a result of personal injury ☑ Personal property of others ☑ Purchaser's interest ☑ Rewriting or reconstructing records ☑ Removal, storage costs - Property ☑ Removal of illegally deposited rubbish ☑ Removal of water from basement ☑ Loss of rent ☑ Temporary accommodation ☑ Emergency accommodation ☑ Cost of reletting ☑ Landscaping ☑ Removal of squatters ☑ Title deeds ☑ Funeral expenses ☑ Travel costs ☑ Boarding pets, security dogs (per Lot) ☑ Claims preparation costs	
2. Public or Legal Liability	☑ Personal Injury ☑ Property Damage ☑ Car park liability ☑ Fertiliser, pesticide, herbicide application ☑ Services ☑ Watercraft ☑ Wheelchairs, garden equipment, Other vehicles ☑ Cost of defending a claim ☑ Court appearance	☒ Liability imposed by the provisions of any workers compensation, accident compensation or similar legislation ☒ Personal injury or Property Damage caused by animals on Your Common Area ☒ Fines or penalties or for punitive, aggravated, exemplary or additional damages imposed
3. Personal Accident	☑ Death ☑ Total loss of sight in both eyes ☑ Total loss of use of both hands or both feet or the use of one hand and one foot ☑ Total loss of use of one hand or foot ☑ Total loss of sight in one eye ☑ Total disablement from engaging in weekly profession, business or occupation ☑ Partial disablement from engaging in weekly profession, business or occupation ☑ Cost of burial or cremation	☒ Compensation for intentional self-injury or suicide ☒ Cover for children under the age of 12 ☒ Compensation where the claim arises out of the Volunteer being under the influence of alcohol or any other drug

Significant Benefits & Risks (continued)

Section	Benefits (☑)	Not Covered (☒)
	☑ The costs of hiring or employing domestic assistance in the Event a Volunteer is totally disabled from performing profession, business or occupation or usual household duties ☑ Travel expenses incurred at the time of or subsequent to bodily injury ☑ The cost of home tutorial expenses if the Volunteer is a student and is totally disabled	

Cooling Off Period

We will refund the entire premium paid for cover under this insurance Policy if You cancel the Policy within 21 days of its commencement. To do this, You must advise Us in writing and return the Schedule to Axis Underwriting Services Pty Ltd. You will not receive a refund if You have made a claim under the insurance Policy.

Even after this cooling off period ends You still have cancellation rights. Further details about these rights can be obtained in the 'Cancelling Your Policy' section.

Duty of Disclosure

Before You enter into a contract of insurance, You have a duty under the Insurance Contracts Act 1984 (Cth)(ICA) to disclose anything that You know, or could reasonably be expected to know, or in the case of consumer contracts (as defined in Part IV of the ICA) (Consumer Contracts) to take reasonable care not to make a misrepresentation that may affect Our decision to insure You and on what terms. You have that duty after application, and up until the time We agree to insure You.

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

Your do not need to tell Us anything that:

- reduces the risk that is insured;
- is of common knowledge; or
- that We know or, in the ordinary course of Our business as an Insurer, ought to know; or
- as to which compliance with Your duty is waived by Us. If You are uncertain about whether or not a particular matter should be disclosed to Us, please contact Us.

Non-disclosure

If You fail to take reasonable care in disclosing information to Us in the case of Consumer Contracts, or do not tell Us anything You are required to, We may cancel Your contract or reduce the amount that We are required to pay You if You make a claim or both. If Your failure to disclosure is fraudulent, We may refuse to pay a claim and treat the contract as it if never existed.

Monetary Limits

We insure You up to the amount of the sum insured or other specified limits for Your Insured Property. These amounts are specified in the relevant clauses in the Policy Wording or on the Schedule.

You need to make sure You are happy with all of the relevant sum(s) insured and limits. If You do not adequately insure Yourself You may have to bear the uninsured proportion of any loss Yourself.

For example, if You don't have a sufficient sum insured to replace Your Insured Property at new cost You will bear the shortfall.

Your should factor in the possibility of all possible expenses such as the cost of demolition and removal of debris from the site, the cost of employing an architect or surveyor, the replacement of other structures such as driveways, roadways, kerbing, above and below ground services should all be included in the sum insured. If You are unsure whether Your Insured Property is insured for the correct amount, You should seek professional advice.

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

Excesses may apply. See Excesses section below.

Excesses

Excesses may apply to any claim under this insurance.

An Excess is an amount You may have to pay each time You make a claim under this insurance Policy. The Excesses that are applicable are shown on the Schedule, and/or within the relevant Sections, unless specifically shown otherwise on the Policy Schedule.

An Excess will be applied for each incident where a claim is made.

We will tell You the amount of any Excess when You apply for cover. The amount of Excess payable may vary according to a number of factors, such as Your risk location and Your insurance history.

Costs of this insurance

In order to calculate Your Premium, We take various factors into consideration, including:

- the cover options selected;
- the sum(s) insured selected;
- the address of Your Insured Property;
- Your claims insurance history.

The Premium also includes amounts payable in respect of compulsory government charges including Stamp Duty, GST, any Fire Service Levy (where applicable) and any applicable administration fee (as shown in Your Schedule).

When You apply for this insurance, You will be advised of the Premium. If You choose to effect cover, the amount of the Premium will be set out on the Schedule.

Applying for Cover

When You apply for cover under this Policy We may, based on the information You provide, be able to offer cover and terms specific to You. Once We have agreed to cover You We will issue You with a Schedule confirming this, including the following information:

- the Sums Insured applicable and Situation of Your Insured Property;
- Excess(es) applicable;
- Premium including taxes and charges and any administration fee charged by Axis Underwriting.

Privacy

Axis Underwriting are committed to complying with privacy laws and protecting Your personal information. By purchasing this product, You agree to:

- the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;
- the use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy;
- the collection from, and/or disclosure of, Your personal information to a third party which may include Your employer and Our service providers (including but not limited to other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your Policy or a claim under this Policy;
- the disclosure of Your personal information to overseas recipients, where relevant, such as some of Our reinsurers; and
- the disclosure of Your personal information to a person, regulatory bodies or other entities if Axis Underwriting are required or permitted to do so by law. If You do not provide the requested personal information Axis Underwriting may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

Axis Underwriting will ensure that Your personal information is accurate, up to-date and complete. You may access personal information Axis Underwriting hold about You by contacting Us.

Complaints & Dispute Resolution

There are established procedures for dealing with complaints and disputes regarding Your policy or claim. These services are free to all policyholders and may be of assistance, should the need arise.

If You have any concerns or wish to make a complaint in relation to this policy, Our services or Your insurance claim, please contact Us using the details below, and We will attempt to resolve Your concerns in accordance with Our Internal Dispute Resolution procedure.

Complaints Officer

Axis Underwriting Services Pty Ltd
Level 5 / 90 Collins Street, Melbourne, Victoria 3000
complaints@axisunderwriting.com.au
(03) 8660 7000

We will acknowledge receipt of Your complaint and do Our utmost to resolve the complaint to Your satisfaction within 10 business days. Where We are unable to do so, Our final decision will be provided to You within 30 calendar days of the date on which You first made the complaint.

You may refer Your complaint to the Australian Financial Complaints Authority (AFCA) at any time, and if Your complaint is not resolved to Your satisfaction within 30 calendar days of the date on which You first made the complaint. AFCA's contact details are as follows:

Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

Telephone: 1800 931 678 Web: www.afca.org.au

Email: info@afca.org.au

Should You choose to refer Your complaint to AFCA, You must do so within 2 years of Our final decision.

Insurance Code of Practice

Axis Underwriting is a signatory of the General Insurance Code of Practice and both Axis Underwriting and XL Insurance Company SE fully support its purpose of raising the standards of practice and service in the general insurance industry.

Please contact Your broker if You would like further information about the Code of Practice. Alternatively, You can view the Code of Practice at www.codeofpractice.com.au.

GST

This Policy has a Goods and Services Tax (GST) provision in relation to Premiums and to payments We may make in respect of claims under this Policy.

It may have an impact on how You determine the amount of insurance You need.

It is Your responsibility to ensure that Your Cover is adequate in light of the impact of GST on You. Please contact Your intermediary or seek professional advice if You have any queries about GST and Your insurance.

GST and Your Sums Insured

- If You are not registered for GST the Sum Insured You choose should be GST inclusive.
- If You are registered for GST the Sum Insured that You choose should exclude GST.

GST and Claim Payments to You

In the event of a claim under this Policy:

- if You are not registered for GST We will reimburse You the GST component in addition to any other amount We pay You; or
- if You are registered for GST You will need to claim the GST component from the Australian Taxation Office. Where You cannot claim the GST component in full We will reimburse You the unclaimed GST component in addition to the amount We pay You.

Your Policy contains claims conditions in respect of:

- GST and claim payments for acquisition of goods and services and other supply;
- GST and claim payments for compensation;
- GST and claim payments for legal and other costs; and
- Our limitation for GST payment.

You should read the claims conditions contained in this Policy booklet to make sure You understand both Our and Your obligations in respect of how GST will be treated in respect of the payment of claims under this Policy.

How to make a claim

You should contact Your broker as soon as reasonably practicable to advise of any incident that could lead to a claim.

When You make a claim You must:

- provide details of the incident and when requested complete the claim form We send You;
- allow Us to inspect Your Insured Property and take possession of any damaged item;
- take reasonable steps to reduce the Loss or Damage and prevent further Loss or Damage;
- inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property;
- not dispose of any damaged items without first obtaining approval from Us, which will not be unreasonably withheld; and
- not get repairs done, except for essential temporary repairs, until We give You authority (which will not be unreasonably withheld) and subject to Our right to choose the repairer or supplier.

These are only some of the things that You must do if making a claim. Please refer to "Claims procedures" in the Policy Wording part which sets out claims information and what You must do if making a claim.

Financial Claims Scheme

This Policy may be a protected policy under the Federal Government's Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an Insurer becoming insolvent. If the FCS applies, a person who is entitled to make a claim under this Policy may be entitled to a payment under the FCS, which is administered by APRA. Access to the FCS is subject to eligibility criteria. You may obtain more information about the FCS from www.fcs.gov.au and the Australian Prudential Regulation Authority (APRA) hotline on 1300 55 88 49.

Updating the PDS

The information in this PDS was current at the date of preparation. We may from time to time update some of the information in the PDS. If, due to any material changes it becomes necessary, We will issue a Supplementary PDS (SPDS) or replacement PDS.

You can obtain a copy of any updated information by contacting Your insurance broker.

Policy Wording

Important Information

Our Agreement

Subject to all of the terms and conditions contained in Your Policy document and payment of the Premium, We will provide You with the cover shown in the relevant cover sections of Your Policy document up to the appropriate Sum Insured or Limit of Liability shown in Your Schedule or other limits shown in Your Policy.

You must disclose all previous claims

You are asked at the time You take out this insurance and when You renew, extend, vary or reinstate this insurance to give Us full and correct details concerning any:

- renewal or insurance Policy declined, cancelled or refused, or where any additional Excess was imposed;
- claims made by You relating to this class of property and insurance because any of these may affect the Premium and extent of insurance.

For example We may be entitled to:

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

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

Adjustments on renewal

We will send You a renewal Schedule at least fourteen (14) days before Your Policy expires detailing any changes to Your Sums Insured, Premium and charges, and if any, changes to the terms, conditions and Excesses that previously applied.

You should carefully check all these details and, where necessary, seek the advice of a building professional to ensure that the Building Sum Insured is adequate to cover the costs of reinstating Your building should damage occur at any time during the next Period of Insurance. You should promptly advise Your insurance broker if You wish to vary any of the limits.

Cancelling Your Policy

a) You may cancel all or part of this Policy at any time by giving Us notice in writing.

b) We may cancel this Policy on any of the grounds set out in the *Insurance Contracts Act 1984* and We will always tell You of this in writing.

c) On cancellation, a refund of Premium will be calculated equal to the unexpired period of this Policy less any non-refundable Government charges and levies where applicable.

d) Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

General Definitions

The following Definitions shall apply to these words when used in Your Policy, unless otherwise defined in the individual cover sections.

Act of Terrorism

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

Body Corporate

means the owner(s) of Your Insured Property and Common Area incorporated under the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of a State or Territory applying where Your Insured Property and Common Area is situated.

Body Corporate Manager/Agent

means a person or other entity appointed in writing by Your Body Corporate with delegated functions including the authority to act as an Office Bearer in terms of the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of a State or Territory applying where Your Insured Property is situated.

Common Area

means the area at Your Situation that is not part of any Lot/Unit.

Computer Virus

means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Depreciation

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

Earth Movement

Means heavage, landslide, land-slippage, mudslide, settling, shrinkage, subsidence (settlement of newly made up ground or settlement caused by the bedding down of new structures), or collapse.

Electronic Data

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

Endorsement

means a written alteration to the terms, conditions and limitations of this Policy whether issued by Us as a separate document or shown on the Schedule.

Erosion

means being worn or washed away by water, ice or wind.

Event, Events

means a happening or an incident not intended to happen which occurs during a particular interval of time and causes or results in Loss or Damage, or a series of Loss or Damage happening from that one Event, that is claimable under this Policy.

Excess

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

Floating Floors

means laminated, engineered, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight with or without skirting at perimeter walls.

Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

a) a lake (whether or not it has been altered or modified);
b) a river (whether or not it has been altered or modified);
c) a creek (whether or not it has been altered or modified);
d) another natural watercourse (whether or not it has been altered or modified);
e) a reservoir;
f) a canal;
g) a dam.

The word "Flood" shall also mean the accumulation or run off of surface water from precipitation of any kind which shall inundate the Situation or otherwise cause Damage.

Fusion

means the process of fusing or melting together the windings of an electric motor following damage to the insulating material as a result of overheating caused by electric current.

Indemnity Value

means the cost to rebuild, replace or repair property to a condition which is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life.

Insured Property

a) Building

Building means:

Building or buildings as defined by the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of any State or Territory applying where Your Building is situated, including:

i) outbuildings;
ii) fixtures and structural improvements other than Floating Floors and carpets;
iii) tennis courts, in-ground swimming pools and spas;
iv) marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) but only where these are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;
v) satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
vi) underground and overhead services;
vii) Fixed or built in plant, equipment and appliances.

b) Common Area Contents

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

i) furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;

ii) built-in or freestanding appliances such as dishwashers, washing machines and dryers, other electrical items;

iii) carpets (whether fixed or unfixed), floor rugs;
iv) swimming pools or spas that are not in-ground;
v) swimming pool or spa covers and accessories;
vi) wheelchairs, garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required to be registered;

that You own or have legal responsibility for:

- at, in or adjacent to Your Situation, or
- temporarily removed elsewhere in Australia including transit to and from Your Situation.

Building and Common Area Contents do not include:

- aircraft, caravans, trailers, Vehicles (other than garden appliances not required to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- livestock, birds, animals or fish unless contained in a fish tank for decorative purposes;
- Lot Owners' Contents and any other personal property of theirs;
- money, other than as covered under **Special Benefit 24** of **Section 1**;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under **Special Benefit 22** of **Section 1**; and
- Temporary wall, floor and ceiling coverings within a Lot/Unit;
- Mobile or fixed air-conditioning units servicing an individual Lot/Unit.

Where anything in this definition of 'Insured Property' is contrary to the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of any State or Territory applying where Your Building is situated the requirements of Your Act will apply.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the damage and which would have affected the value had damage not occurred.

Loss or Damage

means direct physical loss of, destruction of, or damage to Insured Property from any sudden and accidental cause not otherwise excluded by this Policy, with Lost or Damaged having a corresponding meaning.

Lot/Unit

means an area shown on a plan as a lot or unit in terms of the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of any State or Territory applying where Your Insured Property is situated.

Lot Owners, Lot Owners'

means a person, persons or other entity registered as a proprietor or owner of an estate in fee simple in a Lot/ Unit in Your Building in terms of the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA)* or similar legislation of any State or territory applying where Your Insured Property is situated.

Lot Owners' Contents

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

a) built-in or freestanding appliances such as dishwashers, washing machines and dryers;
b) computers, electronic and electrical equipment, garden equipment;
c) Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Insured Property so as to become legally part of it, including any improvements made to an existing fixture or structure.

Members

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property in terms of the *Owners Corporation Act 2006 (Victoria), Strata Schemes Management Act 2015 (NSW), Body Corporate and Community Management Act 1997 (Qld), Strata Titles Act 1985 (WA), Community Titles Act 1996 (SA) or similar legislation of an State or Territory applying where Your Insured Property is situated. Their interest or liability as an owner and/or occupier of a Lot/ Unit is not included unless otherwise specifically provided by this Policy.*

Period of Insurance

means the period for which You are insured. It commences at the time We agree to give You insurance and finishes at 4 pm on the day of expiry. The expiry date is shown on the Schedule.

Policy

means Your insurance contract which consists of this Policy wording, the information You supplied in Your application, the Schedule and any issued Endorsements We issue to You attaching to or contained within those documents.

Premium

means any amount We require You to pay under the Policy and includes Government charges.

Rainwater

means the rain which falls naturally from the sky.

Rent

means, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' payable by a tenant or lessee) that applied immediately prior to Loss or Damage, to any Lot/Unit or part of Your Common Area leased to a tenant.

Replacement

means:

a) the reasonable cost of rebuilding, replacing or repairing to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
b) the extra costs necessarily incurred to alter or upgrade Your Insured Property to comply with Public, Statutory or Environmental Protection Authority requirements, but does not include:
    i) any costs that would have been incurred in complying with orders issued prior to the happening of the loss;
    ii) any extra costs to alter or upgrade any portion of Your undamaged Insured Property if the cost to rebuild, replace or repair the damaged portion is less than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed.

Schedule

means Your most recent Schedule of insurance. We give You this Schedule when You first buy this insurance and each time You request an addition, alteration or renewal. The Schedule of insurance forms part of Your Policy.

Situation

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

Storm

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

Storm Surge

means an abnormal rise or fall in the level of the sea caused by the winds of an intense Storm or cyclone.

Sum Insured, Limit of Liability

means the amount shown on the Schedule for the Policies We have agreed to cover and is the maximum amount We will pay, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Policies during the Period of Insurance, unless otherwise stated in a Policy.

Temporary Accommodation

means, an amount of money for temporary accommodation calculated on the basis of the annual rentable value (including any 'outgoings' that would have been payable by a tenant or lessee) that would have applied immediately prior to the happening of Loss or Damage, to any Lot/Unit occupied by the Lot Owner.

Tenant

means any person authorised under the terms of a lease, rental or similar type agreement who lives in a Lot including any other co-inhabitant or family normally resident with the Tenant.

Tsunami

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

Unoccupied

means any building not occupied for its usual purpose, and shall include buildings that are empty, untenanted or no longer in active use.

Vehicle, Vehicles

means:

a) any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power and any trailers or other attachments made or intended to be drawn by any of those machines; and
b) which is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

Volunteer

means a person who does voluntary unpaid work organised by and at the direction of the Body Corporate or Body Corporate Manager without promise of reward or remuneration. Volunteer does not mean employees, contractors or any person who receives a payment, reward or any form of remuneration for voluntary work.

Watercraft

means any vessel, craft or thing made or intended to float on or in or travel through water.

Wear, Tear

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

We, Our, Us, the Insurer

means the Underwriters shown on the **Schedule**.

You, Your, Yours

means:

a) in respect of **Sections 1**:

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

i) the interest therein of Members;
ii) Lot Owners in respect of **Special Benefits 1, 2, 3, 4, 5, 7, 8, 9, 10, 14, 20, 22, 23, 25, 27, 28, 33** and **34** of **Section 1**;

b) in respect of **Section 2**:

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

i) the interest therein of Members;
ii) the organisers of recreational activities in respect of **Extra Benefit 5** of **Section 2**;
iii) a Volunteer whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule.

c) in respect of **Section 3**:

a Volunteer whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named on the Schedule.

General Conditions

a) **Acts or omissions of Your Body Corporate Manager/ Agent**

We will not deny liability for a claim, or reduce the amount thereof, if Our right of denial or reduction is solely caused by an act, error or omission of Your Body Corporate Manager/Agent while acting on Your behalf.

b) **Alteration of risk**

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

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

c) **Excess**

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

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

The amount payable by You as an Excess shall not apply in reduction of any Sum Insured, Limit of Liability or any other policy limit.

d) **Joint insured's**

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

The words You, Your, Yours will apply to each party in the same manner as if a separate Policy had been issued to each party, provided Our liability for any Sum Insured or other Policy limit for any one Event or Occurrence is not thereby increased.

Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party:

a) shall not be prejudicial to the rights and entitlements of the other insured party(ies); provided that

b) the other insured party(ies) upon becoming aware of any such act, breach or non-compliance

which increases the risk of loss, damage or liability give Us written notice within a reasonable time.

e) **Reinstatement of sum insured**

After We have admitted liability for a claim We will automatically reinstate the Sum Insured and/or Special Benefit limits to their pre-loss amount without any additional Premium having to be paid.

This condition does not apply:

a) when We pay a total loss;
b) when We pay the full Sum Insured;
c) to **Special Benefits 15** and **32** of **Section 1**;

f) **Unoccupied Property**

If the property is totally Unoccupied for a period of more than 90 consecutive days, You must tell Us in writing and obtain Our written agreement for cover to continue beyond that period. If You do not do so, the cover under Your Policy is limited to damage caused by lightning, thunderbolt, impact and earthquake for the period in excess of 90 consecutive days during which You have left the property totally Unoccupied. The period of 90 consecutive days is calculated from the date when the property was last occupied, regardless of the commencement or renewal of Your Policy.

g) **Claims Procedures**

a) If there is any incident, loss, damage, occurrence, Event, accident or injury, which may give rise to a claim under this Policy, You must:

i) take reasonable precautions to prevent further loss, damage or liability;
ii) notify the police as soon as reasonably practicable if any of Your property is lost, stolen, or maliciously or intentionally damaged;
iii) notify Us in writing as soon as reasonably practicable. Specific notification requirements apply to the Fidelity Guarantee cover section. Please refer to page 35 as appropriate;
iv) supply Us with all information We reasonably require to investigate, settle or defend the claim;
v) allow Us access to any and all documents that We reasonably require to ascertain the maintenance history of the Building.
vi) not arrange replacement of any property in connection with any claim without Our consent (consent will not be unreasonably withheld); and
vii) not admit liability if an incident occurs which is likely to result in someone claiming against You and for which We insure You, without Our prior written consent (consent will not be unreasonably withheld);
viii) not offer or negotiate to pay a claim;
ix) not dispose of any damaged items without first seeking Our approval (approval shall not be unreasonably withheld);

b) We have the right to negotiate, defend or settle in Your name and on Your behalf any claim and will have full discretion in the conduct of any proceedings or in the settlement of any claim. We will have regard to Your interests and act reasonably.

c) We may deny part or all of Your claim if a claim is fraudulent or false in any respect. We may also report any suspected fraudulent act to the Police for further investigation.

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

Where a claim covered under this Policy is also insured elsewhere We may exercise Our right to seek contribution from the other Insurer or insurers.

h) **Cancelling Your Policy**

i. You may cancel all or part of this Policy at any time by giving Us notice in writing.
ii. We may cancel this Policy on any of the grounds set out in the *Insurance Contracts Act 1984* and We will always tell You of this in writing.
iii. On cancellation, a refund of Premium will be calculated equal to the unexpired period of this Policy less any non-refundable Government charges and levies where applicable.
iv. Where We have paid the total Sum Insured on a claim under any Section, that Section of Your Policy with Us is deemed to have been fulfilled and there is no refund of any Premium.

I) **Law and Jurisdiction**

Any dispute arising out of or under this Policy will be subject to determination by any Court of Competent Jurisdiction within Australia according to the law applicable to that Jurisdiction.

General Exclusions

These General Exclusions apply to all cover sections within the Policy. However, each cover section also has specific Exclusions to the cover offered under that cover section and those Exclusions should be read in addition to the ones below.

None of the cover sections provide cover for loss, damage, destruction, legal liability, injury or liability directly or indirectly caused by, arising from or as a result of, or in connection with:

1) Act of Terrorism

Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

2) Radioactive Contamination

a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

e) any chemical, biological, bio-chemical, or electromagnetic weapon.

3) Intentional damage

any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent unless for the purpose of preventing or eliminating danger to Insured Property or persons.

4) Lawful seizure

the lawful seizure, detention, confiscation, nationalisation or requisition of the Insured Property.

5) Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay a ny claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

6) War

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

7) Micro-Organism Exclusion

Any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature, or description.

This exclusion applies regardless whether there is

(i) any physical loss or damage to insured property;

(ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;

(iii) any loss of use, occupancy, or functionality; or

(iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

8) Communicable Disease

A Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In this exclusion, a Communicable Disease means

any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

(a) the substance or agent includes, but is not limited to a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

(b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

(c) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

9) Digital Assets

All blockchain-based digital assets such as cryptocurrency(ies), Crypto assets, cryptographic tokens and non-fungible tokens.

This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

10) Transmission & Distribution Lines

All overhead transmission and distribution lines including wire, cables, poles, pylons, standards, towers, or other supporting structures which may be attendant to the transmission or distribution of electrical power, telecommunications, or any other communications signals.

This exclusion applies to the aforementioned equipment which is located beyond a radius of 300 metres (or 1000 feet) of an insured location.

Section 1 – Buildings

What is covered

We insure You up to the Sum Insured shown on the Schedule for **Section 1**, against accidental Loss or Damage to Your Insured Property which occurs during the Period of Insurance.

Extra Benefits

When Your Sum Insured under **Section 1** is not otherwise expended in respect of any one Event We will pay for:

1) Architects and professional fees, removal of debris and temporary protection

a) the cost of architects fees, surveyors fees and other professional fees, excluding legal costs;

b) the cost of removal, storage and/or disposal of debris, being the residue of Your damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), damaged Lot Owners and occupiers contents and of anything which caused the damage;

c) the cost of dismantling, demolishing, shoring up, propping, underpinning, make safe works, and other temporary repairs;

d) the cost of demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a Public or Statutory Authority;

You reasonably and necessarily incur in the Replacement of Your Insured Property as a result of Loss or Damage that is admitted as a claim under **Section 1**.

2) Emergency cost of minimising losses

Reasonable emergency repair costs You necessarily incur in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than $7,500 unless You first obtain Our written consent (consent will not be unreasonably withheld) prior to You incurring costs in excess of this amount.

3) Government fees, contributions or imposts

Fees, contributions or imposts required to be paid to any Public or Statutory Authority to obtain their authority to rebuild, repair or replace Your Insured Property as a result of Loss or Damage that is admitted as a claim under **Section 1**, but We will not pay for any fine or penalty imposed by any such Authority.

4) Legal and professional fees

Legal and other professional fees excluding legal defence costs You necessarily incur in making submissions and/ or applications to any Public or Statutory Authority, Builders Licensing Board or the equivalent organisation in the relevant State or Territory, or Land and Environment Courts or the equivalent organisation in the relevant State or Territory as a result of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1.**

5) Storm damage to gates and fences

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

a) if gradually operating causes (such as but not limited to Wear, Tear, gradual corrosion, gradual deterioration, wet or dry rot, rust, vermin or insects) primarily contribute towards the Loss or Damage;

b) unless We are notified and given a reasonable time to inspect the Loss or Damage before any repair or Replacement is commenced.

6) Temporary protection

Reasonable cost of temporary protection and safety of Your Insured Property and resident persons You necessarily incur as a result of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

We will not pay more than $5,000 unless You first obtain Our written consent (which consent shall not be unreasonably withheld) prior to You incurring costs in excess of this amount.

7) Tsunami damage

Loss or Damage to Your Insured Property caused by a Tsunami.

8) Welfare concern

Loss or Damage to Your Insured Property caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.

Special Benefits

Special Benefits are payable in addition to Your Sum Insured for **Section 1**.

1) Temporary accommodation

When a Lot Owner occupies their Lot/Unit We will pay the reasonable cost of Temporary Accommodation they necessarily incur if their Lot/Unit is made unfit to be occupied for its intended purpose by:

a) Loss or Damage that is admitted as a claim under **Section 1**; or

b) reasonable access to or occupancy of their Lot/ Unit is prevented by Loss or Damage from an Event claimable under **Section 1** happening to other property within 100m of the Insured Property.

We will pay:

- under 1) a) from the time of the Event the subject of the claim admitted under Section 1 until the time their Lot/Unit is made fit to occupy for its intended purpose; or
- if Your Insured Property is not made fit to occupy for its intended purpose, for the time it would have reasonably taken to make their Lot/Unit fit to occupy for its intended purpose up to a maximum of thirty six (36) months; and
- under 1) b) from the time of the Event until the time when access to their Lot/Unit is re-established up to a maximum of three (3) months.

2) Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by:

a) Loss or Damage that is admitted as a claim under **Section 1**; or

b) reasonable access to or occupancy of the Common Area or Lot/Unit is prevented by Loss or Damage from an Event claimable under **Section 1** happening to other property within 100m of the Insured Property.

We will pay:

- under 2) a) from the time of the Event the subject of the claim admitted under Section 1 until Your Lot/Unit or Common Area is made fit to occupy for its intended purpose. We will also pay until Your Lot/Unit is re-let provided You have taken all reasonable actions to obtain a new Tenant. The maximum period We will pay for under this benefit 2)a) is 2 months from the date that the date that Your Lot/Unit or Common Area was made fit to occupy for its intended purpose; or
- if Your Insured Property is not made fit to occupy for its intended purpose, for the time it would have reasonably taken to make Your Common Area or Lot/Unit fit to occupy for its intended purpose up to a maximum of thirty six (36) months; and
- under 2) b) from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established up to a maximum of three (3) months.

3) Vermin, Pests or Defective Sanitary Arrangements; Murder or Suicide

We will pay for:

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

if You are not permitted to occupy Your Lot/

Unit or Common Area by compulsory closure of the whole or part of Your Situation by order of a competent public authority authorised to prevent or restrict access to Your Situation, directly arising solely from:

a) the discovery of vermin or pests at Your Situation;
b) an accident at Your Situation causing a defect in the drains or other sanitary arrangements at Your Situation;
or
c) murder or suicide occurring at Your Situation,

For the purposes of this extension, Your Situation shall mean the Insured Property as detailed in the Schedule and shall exclude any extension to the definition of Insured Property under any extensions or memoranda to the policy.

No cover is provided under this extension for any claim, loss, cost or expense of whatever nature:

i. arising from any fear or threat (whether actual or perceived) of any of the circumstances listed in (a) to (c) above; or
ii. directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the circumstances listed in (a) to (c) above, including but not limited to any costs incurred in the cleaning, decontamination, disinfecting, repair, replacement, recall or checking of any property.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of thirty (30) days, whichever first occurs.
Our liability under this cover shall not exceed $100,000 any one claim, in the annual aggregate.

4) Failure of supply services

We will pay for:

a) the cost of Temporary Accommodation You necessarily incur;
b) the actual Rent You lose;

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

5) Cost of reletting

When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs up to $1,500 a Lot/Unit or Common Area if it is made unfit to be occupied for its intended purpose by:

a) Loss or Damage that is admitted as a claim under Section 1; and
b) Your tenant at the time of the Event subsequently advises they will not be reoccupying the Lot/ Unit or Common Area they previously leased.

6) Meeting room hire

We will pay up to $5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property from the time of the Event until the time when access to Your meeting room facilities are re-established by:

a) Loss or Damage that is admitted as a claim under **Section 1**.

7) Lot Owners' contributions and fees

We will pay, up to $2,000 a Lot/Unit, for contributions, levies, maintenance and other fees You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose by Loss or Damage to Your Insured property that is admitted as a claim under **Section 1**.

8) Lot Owners' removal and storage costs

We will pay the reasonable costs You necessarily incur in:

a) removing undamaged Lot Owners' Contents to the nearest place of safe keeping;

b) storing undamaged Lot Owners' Contents at that place or an equivalent alternate place;

c) returning undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot/Unit is permitted;

d) insuring undamaged Lot Owners' Contents during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1** that makes the Lot/Unit unfit to be occupied for its intended purpose.

9) Lot Owners travel costs

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

a) Loss or Damage that is admitted as a claim under **Section 1**, pay up to $250 a Lot/Unit for reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or Building repairers.

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

The combined total amount We will pay under **Special Benefits 1 to 9** arising out of any one Event that is admitted as a claim under **Section 1** is limited to fifteen percent (15%) of the Sum Insured for **Section 1** or such other percentage as We may agree in writing.

10) Emergency accommodation

When You occupy Your Lot/Unit for residential purposes We will pay up to $2,000 a Lot/Unit for the reasonable cost of emergency accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose by:

a) Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**; or

b) reasonable access to or occupancy of Your Lot/ Unit being prevented by Loss or Damage from an Event claimable under **Section 1** happening to other property within 100m of the Insured Property.

11) Alterations / additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will pay up to $250,000 for Loss or Damage to such alterations, additions or renovations by an Event claimable under **Section 1** provided:

a) the value of such work does not exceed that amount; or
b) You notify Us and We otherwise agree in writing before the commencement of such work;
c) if requested pay any extra premium We may charge.

We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have effected, insurance that insures material damage and liability risks.

12) Arson reward

We will pay a reward of up to $10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Loss or Damage is claimable under **Section 1.**

We will pay the reward to the person or persons providing such information or in such other manner as We may decide.

13) Electric motors

We will pay for the cost of repairing or replacing an electric motor forming part of Your Insured Property which has been burnt out by electric current.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:

a) motors under a guarantee or warranty or maintenance agreement;
b) motors with an output in excess of five (5) kilowatts;
c) other parts of any electrical appliance nor for any software;
d) lighting or heating elements, fuses, protective devices or switches;
e) contact at which sparking or arcing occurs in ordinary working.

14) Electricity, gas, water and similar charges – excess costs

We will pay up to $2,000 for the cost of:

a) increased usage of metered electricity, gas, sewerage, oil and water;
b) accidental discharge of metered electricity, gas, sewerage, oil and water;
c) additional management charges;

You are required to pay following Loss or Damage to Your Insured Property by an Event that is admitted as a claim under **Section 1**.

15) Electricity, gas, water and similar charges – unauthorised use

We will pay up to $2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Insured Property without Your consent.

We will not pay unless all practical steps are taken to terminate such unauthorised use immediately You become aware of it.

16) Environmental improvements

If Your Insured Property is:

a) damaged by an Event claimable under **Section 1**; and
b) the cost to rebuild, replace or repair the damaged portion is more than twenty five percent (25%) of what the cost would have been had Your Insured Property been totally destroyed;

We will, in addition to the cost of environmental improvements claimable under **Section 1,** also pay up to $20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

17) Exploratory costs

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

a) repairing the area of Your Insured Property damaged by such exploratory work;
b) Repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of $1,000;
c) rectifying contamination damage or pollution damage to land at Your Situation caused by the escape of liquid, to a limit of $1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a Building defect, Building movement, faulty workmanship, rust, oxidation, corrosion, Wear, Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

We will not pay for any of these costs referred to below if the bursting, leaking, discharging or overflowing is caused by a Building defect, Building movement, faulty workmanship, rust, oxidation, corrosion, Wear, Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

18) Fallen Trees

We will pay up to $5,000 for the reasonable professional costs You necessarily incur for the removal and disposal of trees or branches that have fallen and caused Loss or Damage to Your Insured Property or landscaped gardens.

We will not pay for removal or disposal of:

a) trees or branches that have fallen and not damaged Your Insured Property or landscaped gardens;
b) tree stumps or roots or treatment thereof unless the tree has caused Loss or Damage to Your Insured Property.

19) Fire extinguishing and Fire Authority Charges

We will pay for the reasonable costs and expenses necessarily incurred by You:

a) in extinguishing a fire at Your Situation, or in the neighbouring vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing damage

including the costs to gain access to any property;

b) in replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;

c) in shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment; or

d) for the attendance of a fire brigade or other relevant authority to deal with a chemical or environmental emergency affecting the Property Insured.

20) Funeral expenses

When a Lot/Unit is occupied by the Lot Owner We will pay up to $5,000 a Lot/Unit for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

21) Keys, lock replacement

We will pay up to $5,000 for the reasonable costs You necessarily incur in:

a) re-keying or re-coding locks together with replacement keys; or

b) replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

if the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:

i) any Building forming part of such property;

ii) the premises of a key holder; or

iii) during the hold-up of a person who normally has the keys in their possession.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

22) Landscaping

We will pay up to $30,000 for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or damaged by an Event claimable under **Section 1**.

23) Modifications

When a Lot/Unit is occupied by the Lot Owner We will pay up to $25,000 a Lot/Unit for modifications to that Lot/Unit if the Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1**.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six (6) months from the date of the Event and is substantiated by a legally qualified medical practitioner.

24) Money

We will pay up to $25,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Body Corporate Manager/Agent while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereat by:

a) any person in Your employment;

b) a Lot Owner, including any family member permanently residing with them; or

c) a proxy of a Lot Owner.

25) Mortgage discharge

We will pay up to $5,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and We have paid the amount due under **Section 1**.

26) Personal property of others

We will pay up to $10,000 for the Indemnity Value of personal property of others (including employees) which are lost or damaged by an Event claimable under **Section 1** while in Your physical or legal control.

27) Pets, security dogs

When a Lot/Unit is occupied solely for residential purposes, We will pay up to $1,000 a Lot/Unit for the reasonable costs You necessarily incur for boarding pets or security dogs if the Lot/Unit is rendered unfit for its intended purpose by Loss or Damage to Your Insured Property that is admitted as a claim under Section 1 and Temporary Accommodation does not allow pets or security dogs.

28) Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in the terms of **Section 1**, when the purchaser has signed an agreement to buy part of or all of such property.

29) Records

We will pay up to $50,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account and valuable papers directly related to Your Insured Property which are lost or damaged by an Event claimable under **Section 1,** while anywhere in Australia.

30) Removal of illegally deposited rubbish

We will pay up to $5,000 in any one Period of Insurance for the reasonable costs and expenses incurred by You for the clearing and removal of any property illegally deposited at Your premises. To be eligible to claim for this benefit You must first inform Us and obtain Our approval (approval will not be unreasonably withheld) and have reported the matter to the appropriate authorities such as police or local council within a reasonable time.

31) Removal, storage costs

We will pay up to $10,000 for the reasonable costs You necessarily incur in:

a) removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;

b) storing such undamaged portion at that place or an equivalent alternate place;

c) returning such undamaged portion to the Situation when restoration work is completed;

d) insuring Your undamaged Insured Property during such removal, storage and return;

following Loss or Damage to Your Insured Property that is admitted as a claim under **Section 1.**

32) Removal of squatters

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

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

33) Title deeds

We will pay up to $5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to a Lot/Unit or Your Insured Property if they are lost or damaged by an Event claimable under Section 1, while anywhere in Australia.

34) Unit/Lot Owners Fixtures and Improvements

We will pay up to $300,000 per Lot/Unit per incident to reinstate, repair or replace Lot/Unit Owners Fixtures and Improvements that are lost or damaged as a result of an Event claimable under **Section 1**.

We will not pay for the cost to:

a) replace undamaged Lot Owners' Fixtures and Improvements;

b) replace or repair illegal installations.

35) Water removal from basement

We will pay up to $2,000 for the reasonable costs You necessarily incur in removing water from the basement or under croft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under **Section 1**.

36) Floating Floors

Provided Your Sum Insured under Section 1 is not otherwise exhausted We will pay for the cost of repairing or replacing Lot Owner's Floating Floors if damaged by an Event claimable under Section 1.

What is not covered

1) We will not pay for Loss or Damage:

a) caused by Flood;

b) to retaining walls resulting from, Storm or Rainwater or by Flood;

c) caused by moths, termites or other insects, vermin, mice, rats, rust or oxidisation, mildew mould, contamination or pollution, wet or dry rot, corrosion, gradual corrosion or deterioration, change in colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in texture or finish or pecking, biting, chewing or scratching by birds or animals;

d) caused by Wear, Tear, fading, concrete or brick cancer, gradual deterioration or developing flaws;

e) caused by lack of maintenance or failure to maintain Your Insured Property in a reasonably good state of repair.

However We will pay if any of the causes (listed in subsections c) to e) above) directly results in Loss or Damage from any other Event claimable under **Section 1** such as fire or glass breakage.

f) caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of.

g) caused by overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by electric current.

However We will pay if the Loss or Damage is due to:

i) Fusion of electric motors as covered under **Special Benefit 13**;

ii) lightning;

iii) power surge when such Event is confirmed by the supply authority; or

iv) resulting damage by fire.

h) caused by any action of the sea, high water or high tide, Storm Surge or tidal wave.

However We will pay if the Loss or Damage occurs in consequence of a named Cyclone or Tsunami.

i) caused by vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property, Erosion or Earth Movement.

However We will pay if the Loss or Damage is due to:

i) earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft

ii) bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus;

iii) rainwater where the Damage occurs within 72 hours of a Storm

j) caused by underground (hydrostatic) water.

However We will pay if the Loss or Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains.

k) caused by the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion.

However We will pay for water or liquid damage resulting from blocked pipes or drains.

l) caused by the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds.

m) caused by smut or smoke from industrial operations.

However We will pay if such Loss or Damage is sudden or unforeseen.

n) due to normal settling, creeping, heaving, seepage, shrinkage, or expansion in Buildings, foundations / footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements.

o) to water in swimming pools, spas or water tanks.

p) to glass caused by artificial heat, during installation or removal, that has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement.

q) to carpets and other floor coverings resulting from staining, fading or fraying.

However We will pay if the Loss or Damage directly results from any other Event claimable under **Section 1**.

r) to boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting from the explosion thereof.

s) to Your Insured Property if it is vacant and undergoing demolition unless Our written consent (consent will not be unreasonably withheld) to continue cover has been obtained before the commencement of demolition.

t) to Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds $250,000 unless Our written consent (consent will not be unreasonably withheld) to continue cover has been obtained before the commencement of such work.

However We will pay for Loss or Damage that results from any other Event claimable under **Section 1**.

2) We will not pay for:

a) demolition ordered by any Public or Statutory Authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;

b) the cost of rectifying faulty or defective materials or faulty or defective workmanship;

c) consequential loss, loss of use or Depreciation other than as specifically provided under **Extra Benefits or Special Benefits.**

d) the cost of clearing blocked pipes or drains unless the blockage causes or is the result of physical damage to the pipe or drain.

However We will pay for water or liquid damage to Your Insured Property resulting from the overflow of such blocked pipes or drains.

3) For any:

3.1 Cyber loss, unless subject to the provisions of paragraph 2;

3.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

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

4) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act

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

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

This clause supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

How We Settle Claims

1) Replacement

If Your Insured Property is Lost or Damaged, We may either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair. We will act reasonably.

The amount We pay under Section 1 will be the cost of Replacement at the time of Replacement subject to the following provisions:

a) the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;

b) where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available, We will use the nearest modern equivalent available to the original materials;

c) if it is lawful, and with Our prior written consent (which consent shall not be unreasonably withheld), You will not be required to actually rebuild any Building destroyed but may purchase an alternative existing Building or part thereof to replace all or part of the one destroyed.

Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;

d) if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any additional building costs that result from that delay;

e) when We wish to rebuild, replace or repair and You do not want this to occur We will only pay Indemnity Value

We will not pay for the cost to:

i) rebuild or replace Your undamaged Insured Property;

ii) rebuild, replace or repair illegal installations.

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

2) Undamaged part of Insured Property, foundations and footings

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

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

3) Floor space ratio

If **Your** Insured Property is Lost or Damaged and Replacement is limited or restricted under an Ordinance or Regulation issued by a Public or Statutory Authority requirement that results in the reduction of the floor space ratio index, We will pay the difference between:

a) the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and

b) the estimated cost of Replacement at the time of Loss or Damage had the reduced floor space ratio index not applied.

4) Land Value

We will pay the difference between Land Value before and after Loss or Damage if any Public or Statutory Authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such Authority.

Special Provisions

1) Under Clauses 2), 3) and 4) of **"How we settle claims"** Our liability is limited to the extent to which the Sum Insured for **Section 1** is not otherwise exhausted.

Any differences relating to values may by agreement between Us be referred to the President of the Australian Property Institute Inc. who will appoint a specialist valuer who is registered and qualified to carry out such valuations in accordance with accepted valuation practices. The valuer's decision will, if We so agree, be final and binding and who will at the same time decide as to payment of the costs of such referral.

Special Conditions

1) Professional fees

We will pay up to $50,000 for the reasonable cost of professional fees and other expenses, excluding legal fees, You necessarily incur with Our written consent (which consent shall not be unreasonably withheld) in the preparation of a claim under **Section 1.**

2) Earthquake Excess

Your Excess will be increased by $250 for any claim for Damage arising from an earthquake. This Damage must occur within 72 hours of the earthquake.

3) Alterations / Additions

Under **Special Benefit 11** We will not pay if You have entered into a contract with a builder, contractor or similar entity and they are required by law to effect, and they have not effected, insurance that insures material damage and liability risks.

Special Definitions

The words listed below have been given a specific meaning and apply to **Section 1** when they begin with a capital letter.

Agreed Value

means the Sum Insured shown on Your Schedule for **Section 1** at the time of Loss or Damage that results in all or some Lot/Unit titles being terminated.

Catastrophe

means an Event that is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Cyber Act

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

Cyber Incident

means

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System

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

Data

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

Data Processing Media

means any property insured by this Policy on which Data can be stored but not the Data itself.

Section 2 – Public or Legal Liability

What is covered

We insure You up to the Limit of Liability shown on the Schedule for **Section 2** if You become legally responsible to pay compensation for:

- Personal Injury; or
- Property Damage;

resulting from an Occurrence in connection with:

- Your Business; or
- an operative **Extra Benefit;**

that happens during the Period of Insurance.

Extra Benefits

We will pay up to the Limit of Liability for:

1) Bridges, roadways, kerbing, footpaths, services

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

2) Car park liability

Compensation You become legally responsible to pay for Personal Injury or Property Damage to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

3) Fertiliser, pesticide, herbicide application

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to Your Common Area or Insured Property.

We will not pay:

a) unless the fertiliser, pesticide or herbicide has been applied in conformity with any Public or Statutory Authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;

b) for Loss or Damage to Your Common Area or Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

4) Hiring out of sporting and recreational facilities

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

5) Recreational activities

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Lot Owners and occupiers of Lots/Units.

6) Services

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots/Units at Your Situation.

7) Watercraft

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding 8 metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

8) Wheelchairs, garden equipment, other vehicles

Compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any wheelchair, garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

Special Benefits

1) Cost of defending a claim

We will pay:

a) all legal costs and expenses incurred by Us;
b) reasonable cost of legal representation You necessarily incur with Our written consent (which consent shall not be unreasonably withheld) at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under **Section 2**;
c) other reasonable expenses You necessarily incur that We have agreed to reimburse; and
d) all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

in addition to the Limit of Liability shown on the Schedule for **Section 2**.

2) Court appearance

We will pay compensation of $250 per day if We require an Office Bearer, Committee Member or Your Body Corporate Manager/Agent to attend a Court as a witness in connection with a claim under **Section 2**.

What is not covered

We will not pay for any claim or claims:

1) In connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You.

2) In respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated.

3) In respect of:

a) damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as provided under an operative **Extra Benefit** of **Section 2**;
b) damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;
c) injury to or death of animals on Your Common Area;
d) Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes

4) Arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith. This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first-aid attendant You use to provide first-aid services at Your Situation.

5) Arising out of the publication or utterance of a defamation, libel or slander:

a) made prior to the commencement of **Section 2**;
b) made by You or at Your direction when You knew it to be false.

6) Arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under an operative **Extra Benefit** of **Section 2**.

7) Arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.

8) Arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds $500,000, unless You advise Us and obtain Our written consent (which consent shall not be unreasonably withheld) to continue cover before commencement of such works.

9) Arising from vibration or from the removal or weakening of or interference with the support of land or Buildings or any other property.

10) Arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement.

This exclusion does not apply to:

a) liability assumed by You under any contract or lease of real or personal property.
b) liability assumed by You in the course of Your Business under the terms of any written agreement with the company, person or firm appointed to manage Your Business except where liability arises out of:
   i) any act of negligence on their part; or
   ii) by their default in performing their obligations under such agreement.

11) Arising out of or caused by the discharge, dispersal, release of or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.

12) Arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.

13) For fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.

14) Made or actions instituted:

a) outside Australia;

b) which are governed by the laws of a foreign country.

15) For Personal Injury or Property Damage (including loss of use of property) directly or indirectly caused by or arising from exposure to asbestos or materials containing asbestos.

16) Any legal liability of whatsoever nature or pay any amounts of whatsoever nature directly or indirectly caused or contributed to, by or arising from Abuse.
For the purposes of this Endorsement, the following definitions shall be added to this Policy:
"Abuse" means:

(i) abuse or molestation or bullying (whether physical or verbal);

(ii) criminal acts or improper behaviour or gross misconduct involving sexual activity or sexual abuse or molestation or sexual exploitation.

We will not indemnify any individual convicted of any criminal act in respect of any civil suit or action or Claim arising in connection with such criminal act.

"Claim" shall mean any suit or action brought by an abused individual (notwithstanding the number of occurrences or incidents alleged to have taken place).

Subject otherwise to the terms, Conditions and Exclusions of this Policy.

17) Arising out of or in connection with any:

17.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or

17.1.2 Loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data, regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of 17.2.

17.2 Subject to all the terms, conditions and exclusions contained in this Policy or any endorsement thereto, clause 17.1 shall not apply in respect of any actual or alleged liability for and/or arising out of:

17.2.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or

17.2.2 any physical damage to or destruction of tangible third party property,resulting from or arising out of a Cyber Incident or a Cyber Act.

Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

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

17.4 If the insurers allege that by reason of this clause loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Special Definitions

The words listed below have been given a specific meaning and apply to **Section 2** when they begin with a capital letter.

Business

means, the ownership of Your Common Area and Insured Property unless You otherwise advise Us and We agree to such inclusion in writing.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

a) bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;

b) false arrest, wrongful detention, false imprisonment or malicious prosecution;

c) wrongful entry or eviction or other invasion of the right of privacy;

d) a publication or utterance of defamatory or disparaging material;

e) assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

which happens during the Period of Insurance anywhere in Australia.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

a) physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or

b) loss of use of tangible property which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

which happens during the Period of Insurance anywhere in Australia.

Cyber Act

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

Cyber Incident

means

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System

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

Data

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

Section 3 – Personal Accident

What is covered

We will pay to a Volunteer, or that person's estate, the compensation detailed in **Section 3** in the event of that Volunteer sustaining bodily injury:

a) whilst voluntarily engaged in work on Your behalf; and
b) caused solely and directly by violent, accidental, external and visible means; and
c) which, independently of any other cause results in the following insured Events.

Events

1) Death **$200,000**

2) Total and irrecoverable loss of all sight in both eyes **$200,000**

3) Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot **$200,000**

4) Total and permanent loss of the use of one hand or of the use of one foot **$100,000**

5) Total and irrecoverable loss of all sight in one eye **$100,000**

6)

a) Total Disablement from engaging in or attending to usual profession, business or Occupation - in respect of each week of Total Disablement:
   i) a weekly benefit of **$1,000**
   or
   ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is greater than $1,000 per week
   - the amount of such remuneration up to a maximum per week of **$2,000**

b) Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:
   i) a weekly benefit of **$500**
   or
   ii) if You substantiate that the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced by more than $500 per week - the amount of such reduction up to a maximum per week of **$1,000**

Extra Benefits

If We agree to pay a claim under **Section 3** and We have agreed in writing, We will also pay for:

1) The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Volunteer is totally disabled from performing his/ her usual profession, business, occupation or usual household activities - in respect of each week of total disablement a weekly benefit not exceeding **$500**

2) The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding **$2,000**

3) The reasonable cost of home tutorial expenses if the Volunteer is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding **$250**

4) The reasonable cost of burial or cremation of a Volunteer following a claim payable under **Event 1** – a benefit not exceeding **$5,000**

What is not covered

1) We will not pay:

a) for more than one of Events 6a and 6b in respect of the same period of time;
b) under Event 6a and Event 6b in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion;
c) under Event 6a and Event 6b in excess of an aggregate of one hundred and four (104) weeks in all, in respect of any one disablement;
d) under Extra Benefit 1 and 3 in excess of an aggregate of ten (10) weeks in all, in respect of any one disablement;
e) in respect of children under the age of 12 years;
f) unless the results of bodily injury manifests itself within twelve months of sustaining such bodily injury;
g) unless an injured Volunteer will, as soon as reasonably practicable after the occurrence of any bodily injury, procure and follow proper medical advice from a legally qualified medical practitioner;
h) for any amounts recoverable under a Medicare benefit or payable by any registered health benefits Insurer;
i) for any fees or charges in relation to the provision in Australia of medical expenses, hospital treatment or ancillary benefits as defined by the *Health Insurance Act, 1973.*

2) We will not pay compensation in respect of claims arising out of:

a) intentional self-injury or suicide, or any attempt threat;

b) attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;

c) a Volunteer being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner.

Special Conditions

1) If a Volunteer becomes entitled to compensation under more than one of the Events 1 to 5 in respect of the same bodily injury, the compensation payable will be cumulative up to one hundred percent (100%) of the compensation payable for Event 1.

2) After the occurrence of any one of the Events 2 to 5 there will be no further liability under **Section 3** for these Events in respect of the same Volunteer.

3) In the event of a claim involving the death of a Volunteer We will, at Our discretion, be entitled to have a post-mortem examination carried out at Our expense.

Special Definitions

The words listed below have been given a specific meaning and apply to **Section 3** when they begin with a capital letter.

Partial Disablement

means partial disablement which entirely prevents a Volunteer from carrying out the normal duties of their usual occupation, profession or business or, where they are engaged in more than one occupation, profession or business, any of them.

Total Disablement

means total disablement which entirely prevents a Volunteer from carrying out all of the normal duties of their usual occupation, profession or business or, where they are engaged in more than one occupation, profession or business, all of them.

Notes



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